

**MAYOR'S SIGNATURE REQUEST**

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**DOCUMENT TITLE:** CL25-011 Electrical Instrumentation and Control Services

**CITY COUNCIL AUTHORIZATION:**

Date Authorized: 11.12.24

Legistar File ID: 24-2111

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**DOCUMENTS REVIEWED AS TO:**

Content: \_\_\_\_\_  
Contract Administrator

Content: \_\_\_\_\_  
Finance Director

Forms: \_\_\_\_\_  
City Attorney

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**COMMENTS:**

New Contract

Contract: CL25-011  
Vendor(s): Worth Hydrochem of Oklahoma, Inc.

**CITY APPROVAL**

Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The City of Lawton, Oklahoma  
a Municipal Corporation

\_\_\_\_\_  
Stanley Booker, Mayor

ATTEST:

\_\_\_\_\_  
Donnalynn Blazek-Scherler, City Clerk

**LEGAL REVIEW**

APPROVED, as to form and legality on behalf of the City of Lawton on the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
City Attorney



# City of Lawton

## Department of Public Utilities

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E-mail: [publicutilities@lawtonok.gov](mailto:publicutilities@lawtonok.gov)  
Telephone 580-581-3405  
Fax 580-581-3407

Mailing Address: 103 Southwest 4th Street  
Shipping Address: 2100 South 6th Street  
Lawton, Oklahoma 73501

To: Deaven Newell, Accountant  
From: David Hastings, WWTP Superintendent *SD*  
Thru: Rusty Whisenhunt, Director of Public Utilities *rw*  
Subject: CL25-011 Electrical Instrumentation and Control Services  
Date: October 24, 2024

It is recommended to award the contract for Electrical Instrumentation and Control Services to Worth Hydrochem of Norman, OK. Worth Hydrochem is the lowest responsive and responsible bidder. The vendor meets all requirements. Contract expenditures are expected to be greater than \$75,000 per year.

Funds are available in the Wastewater Treatment Plant Repair and Maintenance Account (7006508-51020).

If you have any questions regarding this information, please contact me.

I CERTIFY that I have opened, read, and recorded herein all bids received and listed below:

Signature: *Deaven Newell*

# ABSTRACT OF BIDS

CL/RFP Number CL25-011		Page <u>1</u> of <u>1</u>		Bidder Number <u>1</u>	
CL/RFP Title Electrical Instrumentation and Control Services		Date Opened: October 23, 2024		Worth Hydro Chem of Oklahoma, INC Matthew B Green 3517 Wellsite Drive Suite 113 Norman, OK 73069 405-366-7729 <a href="mailto:mgreen@worthok.com">mgreen@worthok.com</a>	
Fincancial Services: Buyer Colbie Garrett		Number of ADDENDA Issued NONE		Addenda Acknowledged N/A	
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS....\$25,000: CONTRACTOR'S CERTIFICATE OF COMPLIANCE				As required Yes Yes Yes	
Item No.	Description of Bid Item	Est. Qty	Unit	Rate	Extension
1	Technician, tools and equipment (Reg. Time)	1	Hour	\$185.00	TBD
2	Technician, tools and equipment (Emergency, respond within 2 hours, 24/7)	1	Hour	\$275.00	TBD
3	Mark-up over vendor invoice amount for parts/materials	1	Percent	35%	

Worth Hydrochem of Oklahoma, Inc.  
P.O. Box 6447  
Norman, OK 73070-6447  
Phone: (405) 366-7729  
Fax: (405) 366-7728  
www.worthok.com



Water Treatment Chemicals  
Membrane Treatment Chemicals  
Water Filter Systems and Supplies  
SCADA and Telemetry Control Systems  
Chlorine Systems  
Technical Field Services

Setting the standard in Service

October 11, 2024

City Clerk  
City of Lawton  
212 SW 9<sup>th</sup> Street  
Lawton, OK 73501

Attention: Deavan Newell  
Deaven.Newell@LawtonOK.gov

<b>Customer Reference:</b>	CL25-011 Electrical Instrumentation and Control Services		
<b>Worth OK Reference:</b>	10110	<b>Worth OK Quote:</b>	10110QT25

Thank you for the opportunity to submit this Bid Proposal for the Bid No. CL25-011, Electrical Instrumentation and Control Services for Public Utility Facilities. In response, I would like to submit the following Worth Hydro Standard Service Rates:

ITEM	QTY	WH <sub>2</sub> OK Service Technician Rate Sheet (Standard Services)	
01	TBD	<b>Hourly Service Rate</b> , per Hour	\$ 185.00
02	TBD	<b>Overtime Rate</b> , per Hour (weekday hours are billed at standard rate)	\$ 185.00
03	TBD	<b>Emergency Call-Out Rate</b> , per Hour (2 Hours Response, 24/7)	\$ 275.00
04	TBD	<b>Mileage Reimbursement</b> , per Mile (2021 Federal Rate)	\$ 0.67
05	TBD	<b>Mark-Up Over Vendor Invoice for Parts/Materials</b> , %	35.00%

**NOTES AND CLARIFICATIONS:**

1. Worth Hydro provides project estimating and quoting services to support systems repairs and systems improvement projects and to facilitate PO and budgeting support. These services are provided without charge.
2. There may be times when Worth Hydro personnel are able to provide “emergency” services without rescheduling a service call for another customer or as part of a normal daily route. In these instances, Worth Hydro will bill those service hours at the Standard Rate.
3. The standard mark-up over vendor invoice is our general markup for typical items. For large projects where several parts are included on a single invoice or for very expensive items, Worth Hydro will apply a discount to this standard rate. This discount is typically 5% o 10%.

( CONTINUED NEXT PAGE )



<b>10110</b>	
<b>Project:</b>	Professional Services Contract
<b>Customer:</b>	City of Lawton
<b>Location:</b>	Lawton Utilities Facilities
<b>Submitted:</b>	October 11, 2024
<b>Project Manager:</b>	Terry McCracken

The following attachments are included with this proposal to meet the requirements of the Bid Proposal and to validate Worth Hydro has the qualifications to provide the proposed services for the City of Lawton:

**ATTACHMENT A:** BID DOCUMENTS

**ATTACHMENT B:** CERTIFICATE OF LIABILITY INSURANCE

**ATTACHMENT C:** WORTH HYDROCHEM OF OKLAHOMA EMPLOYEE PROFILES

**ATTACHMENT D:** WATER AND WASTEWATER TELEMTRY AND CONTROLS REFERENCE LIST

**ATTACHMENT E:** WORTH HYDROCHEM OF OKLAHOMA SERVICES BILLING TICKET AND REPORT

Worth Hydro has demonstrated qualifications to provide equipment specifications, troubleshooting, installation, programming, repair, replacement and commissioning services for the City of Lawton Utilities. We hope to have the opportunity to continue to support your operations and services under this contract in the future.

If this proposal is accepted as presented, please sign below and return to Worth Hydro:

**Accepted:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Thank you,

Matt Green  
Director  
[mgreen@worthok.com](mailto:mgreen@worthok.com)





*Setting the standard in Service*

<b>10110</b>	
<b>Project:</b>	Professional Services Contract
<b>Customer:</b>	City of Lawton
<b>Location:</b>	Lawton Utilities Facilities
<b>Submitted:</b>	October 11, 2024
<b>Project Manager:</b>	Terry McCracken


**ATTACHMENT "A"**

**BID SCHEDULE FOR BID NUMBER CL25-011**

## City of Lawton INVITATION TO BID AND CONTRACT

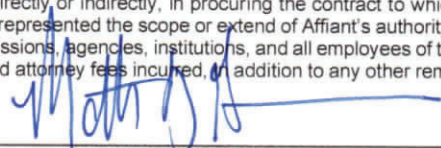
MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: <a href="mailto:Colbie.Garrett@lawtonok.gov">Colbie.Garrett@lawtonok.gov</a> ACCEPTING ELECTRONIC BIDS ON: <a href="http://www.bidnetdirect.com/oklahoma/cityoflawton">www.bidnetdirect.com/oklahoma/cityoflawton</a>	
Date Bid Typed: October 4, 2024	Dates Bid Advertised: October 8, 2024	No Bids Received After: October 23, 2024 <span style="float: right;">2:00pm</span>	
Contract Number and Title: CL25-011 Electrical Instrumentation and Control Services		Requirements-type Contract:	Contract Period: 12 months
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: WORTH HYDROCHEM OF OKLA, INC. MATTHEW B GREEN		Reason for No Bid: N/A	
Mailing Address: 3517 WELLSITE DRIVE SUITE 113		Terms: NET 30	
City: NORMAN, OK	State: OK	Zip: 73069	Delivery: PRE PAY AND ADD
Area Code and Phone Number: (405) 366-7729		Email Address: M.GREEN@WORTHOK.COM	
Federal Employer Identification Number or Social Security Number 73-1413397			

**THIS BID INVALID IF NOT SIGNED AND NOTARIZED**

AFFIDAVIT:  STATE OF OKLAHOMA COUNTY OF CLEVELAND

\_\_\_\_\_ of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.



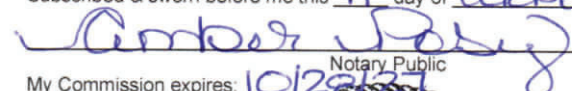
SIGNATURE OF AUTHORIZED AGENT

MATTHEW B GREEN

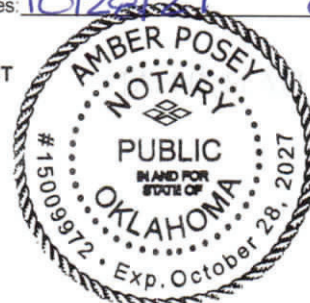
PRINT/TYPE NAME/TITLE

Firm: WORTH HYDROCHEM OF OKLA, INC  
Address: 3517 WELLSITE DRIVE, SUITE 113  
NORMAN, OK 73069  
(City, State, Zip)  
Phone: (405) 366-7729

Subscribed & sworn before me this 11 day of October, 2024.

  
Notary Public  
My Commission expires: 10/28/27

INVITATION TO BID AND CONTRACT  
PAGE 1 OF 11





AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00  
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA

SS

COUNTY OF CLEVELAND

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.



WORTH HYDROCHEM OF OKLA, INC.

Business Name / Contractor Name

[Signature]

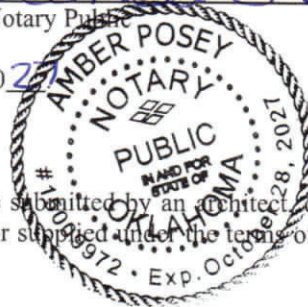
Signed

Print: MATTHEW B GREEN

Attested to before me this 11 day of October 2024

[Signature]  
Notary Public

My Commission Expires 10/28 2027



NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



**CITY OF LAWTON**  
212 SW 9<sup>th</sup> Street  
Lawton, Oklahoma 73501  
(580) 581-3500

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**CONTRACTOR'S CERTIFICATE OF COMPLIANCE**  
**WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL25-011  
Contract Number

10/11/24  
Date

WORTH HYDROCHEM OF OKLA, INC.  
Name of Contractor (Print)

  
Signature, Member of Firm or Officer of Corporation

MATTHEW B GREEN, DIRECTOR  
Title

Bid Number: RFPCL22-006

Bid Title: Electrical Instrumentation and Control Services for Public Utility Facilities

Vendor Name:

WORTH HYDROCHEM OF OKLA, INC.

**Bid Schedule**

ITEM #	DESCRIPTION	EST. QTY	UNIT	RATE	EXTENSION
1.	Technician, tools, and equipment (Reg. Time)	1	Hour	\$ 185 <sup>00</sup>	\$ TBD
2.	Technician, tools, and equipment (Emergency, respond within 2 hours, 24/7)	1	Hour	\$ 275 <sup>00</sup>	\$ TBD
3.	Mark-up over vendor invoice amount for parts/materials	1	Percent	\$ 35 <sup>90</sup>	\$ TBD
TOTAL AMOUNT OF BID				\$ N/A	
Total Amount of Bid In Words			Dollars	N/A	

(must be completed and returned with the bid)

Please contact Heith Renschen for any questions in regards to the specifications at (580) 581-3405 or heith.renschen@lawtonok.gov

Notes:

1. As per accompanying specifications.
2. This is a requirements contract.
3. There are insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. Items to be delivered as agreed upon.
6. Product data for an "or Equal" request on any item should be submitted with the bid.
7. Amounts are to be shown in both words and figures. In case of any discrepancy, the amount shown in words will govern.
8. DISCLAIMER: Bidder understands that the City of Lawton reserves the right to accept or reject any or all bids.

Bid provided by:

WORTH HYDROCHEM OF OKLA, INC. MATTHEW B GREEN 10/11/24  
Company Name Representative Date  
(405) 366-7729 N/A  
Phone Number Fax



<b>10110</b>	
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<b>Submitted:</b>	October 11, 2024
<b>Project Manager:</b>	Terry McCracken

**ATTACHMENT "B"**  
**WORTH HYDROCHEM OF OKLAHOMA CERTIFICATE OF LIABILITY INSURANCE**



WORTHYD01C

E OVERBY

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 100104501 <b>INSURICA</b> 3510 24th Ave NW, Suite 201 Norman, OK 73069	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): (405) 321-2700 <b>FAX</b> (A/C, No): (405) 360-8892 <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b>  Worth Hydrochem Of Oklahoma Inc. P.O. Box 6447 Norman, OK 73070	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Employers Mutual Casualty Company</td> <td style="text-align: center;">21415</td> </tr> <tr> <td>INSURER B : EMCASCO Insurance Company</td> <td style="text-align: center;">21407</td> </tr> <tr> <td>INSURER C : Crum &amp; Forster Specialty Insurance Company</td> <td style="text-align: center;">44520</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Employers Mutual Casualty Company	21415	INSURER B : EMCASCO Insurance Company	21407	INSURER C : Crum & Forster Specialty Insurance Company	44520	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6D11334	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			6E11334	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6M11334	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	6H11334	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution/E&O			PKC114644	10/1/2023	10/1/2025	Each Claim Limit \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**
 City of Lawton  
 2100 SW 6th Street  
 Lawton, OK 73501
**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



<b>10110</b>	
<b>Project:</b>	Professional Services Contract
<b>Customer:</b>	City of Lawton
<b>Location:</b>	Lawton Utilities Facilities
<b>Submitted:</b>	October 11, 2024
<b>Project Manager:</b>	Terry McCracken

**ATTACHMENT "C"**  
**WORTH HYDROCHEM OF OKLAHOMA EMPLOYEE PROFILES**

With well over 100 years of combined experience in water treatment and water processing controls, the team at Worth Hydrochem of Oklahoma (WH<sub>2</sub>OK) are water treatment experts delivering superior service and complete solutions for today's water treatment challenges. Our team of experienced Field Service Technicians each model our core values for Service Excellence, Professional Integrity, and Personal Accountability. We are proud to introduce our Field Service Team and look forward to the opportunity to engage with your team:

**Mike Girdner, BSME, PE**  
**Owner and President**  
 Years of Experience: 30+  
**Expertise:** Water Treatment Chemicals,  
 Water Treatment Processes and  
 Business Integrity

**Terry McCracken**  
**Senior Service Technician**  
 Years of Experience: 25+  
**Expertise:** PLC and HMI Service, Electrical  
 and Mechanical Process  
 Equipment Service, and  
 Automation and Controls

**Paul Cunningham**  
**Senior PLC and Controls Service Technician**  
 Years of Experience: 25+  
**Expertise:** PLC and HMI Programming,  
 Remote Telemetry Systems and  
 Data Radio Communications, and  
 Process Automation and Controls

**Ray Miller**  
**Senior Service Technician**  
 Years of Experience: 30+  
**Expertise:** PLC and HMI Programming,  
 Remote Telemetry Systems and  
 Data Radio Communications, and  
 Process Automation and Controls

**Tanner Patterson**  
**Field Service Technician**  
 Years of Experience: 10+  
**Expertise:** Electrical Services, Remote  
 Telemetry Systems and Process  
 Automation and Controls

**Chris Watson**  
**Field Service Technician**  
 Years of Experience: 10+  
**Expertise:** WTP Chlorine Injection Systems,  
 WTP Operations, and Reverse  
 Osmosis Systems Operations,  
 Service and Maintenance.

**Colten Zachary**  
**Field Service Technician**  
 Years of Experience: 5+  
**Expertise:** Electrical Services and Process  
 Automation and Controls

**Jared Wilson**  
**Field Service Technician**  
 Years of Experience: 5+  
**Expertise:** Electrical Services and Process  
 Automation and Controls



<b>10110</b>	
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**ATTACHMENT "D"**  
**WATER AND WASTEWATER TELEMTRY AND CONTROLS SYSTEMS REFERENCE LIST**



**City of Lawton Waste Water Treatment Plant**  
 Lawton, OK

Services: Worth Hydrochem of Okla, Inc (WH2OK) has provided electro-mechanical and controls repairs and replacements for a multiple projects addressing several different systems and equipment, including Lift Stations, Actuators, VFD's, Radio RTU's, Belt Press Conveyors, Alarms, Pumps, Motors and more.

**City of Oklahoma City via Inframark**  
 Deer Creek and Chisholm Creek Waste Water Treatment Plants

Services: Worth Hydrochem of Okla, Inc (WH2OK) has provided electro-mechanical and controls repairs and replacements for a multiple projects addressing several different systems and equipment, including Lift Stations, Actuators, VFD's, Radio RTU's, Belt Press Conveyors, Alarms, Pumps, Motors and more.



<b>10110</b>	
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<b>Project Manager:</b>	Terry McCracken

**Central Oklahoma Master Conservancy District**

Norman, Oklahoma

Services: Worth Hydrochem of Okla, Inc (WH2OK) has provided mechanical services and equipment for replacement scraper bearings systems and on-going electro-mechanical and reverse osmosis water treatment systems services and support. Additionally, WH2OK provides PWT Chemicals for operational membrane treatment and cleaning, as well as technical services for system and plant operations.

**City of Clinton Waste Water Treatment Plant via Inframark**

Clinton, OK

Services: Worth Hydrochem of Okla, Inc (WH2OK) provided a SCADA Upgrade, including Ignition SCADA Software, Dell SCADA Computers and programming, installation and commissioning services.

**City of Blackwell Water Treatment and Wastewater Treatment Plants**

Blackwell, OK

Services: Worth Hydrochem of Okla, Inc (WH2OK) has provided an upgraded Telemetry and Controls systems and on-going electro-mechanical and telemetry and controls equipment services and support.

**Foss Reservoir Master Conservancy District Water Treatment Plant**

Foss, Oklahoma

Services: Worth Hydrochem of Okla, Inc (WH2OK) has provided mechanical services and equipment for replacement scraper bearings systems and on-going electro-mechanical and reverse osmosis water treatment systems services and support. Additionally, WH2OK provides PWT Chemicals for operational membrane treatment and cleaning, as well as technical services for system and plant operations.

**Tahlequah Public Works Authority**

Tahlequah, OK

Services: Worth Hydrochem of Okla, Inc (WH2OK) has provided electro-mechanical and controls repairs and replacements for a multiple projects addressing several different systems and equipment, including PLC's, Actuators, VFD's, and chemical water treatment systems equipment.





<b>10110</b>	
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<b>Submitted:</b>	October 11, 2024
<b>Project Manager:</b>	Terry McCracken

**City of Lindsay Water Treatment Plant**

Lindsay, OK

Services: Worth Hydrochem of Okla, Inc (WH2OK) has provided electro-mechanical and controls repairs and replacements for a multiple projects addressing several different systems and equipment, including Reverse Osmosis System, Flow Meters, Actuators, VFD's, Radio RTU's, Belt Press Conveyors, Alarms, Pumps, Motors and chemical water treatment systems equipment.

**Braum's Dairy Plant**

Tuttle, OK

Services: Worth Hydrochem of Okla, Inc (WH2OK) has provided well controls, including VFD's and radio telemetry units and water treatment plant services and upgrades, including expansion of the reverse osmosis system. WH2OK continues to provide PWT Chemicals and H2O Innovations Filters for operational membrane treatment and PWT Chemicals and Toray Membranes for regular RO CIP services and membranes changeouts.

**Goodyear Lawton Plant, Powerhouse Boiler RO System**

Lawton, OK

Services: Worth Hydrochem of Okla, Inc (WH2OK) specified, sold, installed and commissioned the Marlo RO. WH2OK continues to provide PWT Chemicals, H2O Innovations Filters and Toray Membranes as part of a ***continuing annual maintenance and service contract.***

**City of Sherman Water Treatment Plant**

Sherman, Texas

Services: Worth Hydrochem of Okla, Inc (WH2OK) was contracted by H2O Innovations to start-up and commissioning of the installed system, including controls and PLC programming. WH2OK continues to provide PWT Chemicals for operational membrane treatment and cleaning, as well as technical services for system and plant operations.



<b>10110</b>	
<b>Project:</b>	Professional Services Contract
<b>Customer:</b>	City of Lawton
<b>Location:</b>	Lawton Utilities Facilities
<b>Submitted:</b>	October 11, 2024
<b>Project Manager:</b>	Terry McCracken

**ATTACHMENT "E"**  
**SERVICE BILLING TICKET AND REPORT**



# **GENERAL CONDITIONS FOR BIDDING REQUIREMENTS** **CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.**

**BIDDER – TO INSURE ACCEPTANCE OF THE BID, CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.**

**ELECTRONIC SEALED BIDS:** The Electronic Bid Submission (EBS) is the electronic transfer of proposal bid data between a supplier and a contracting authority. The EBS feature on Bidnet Direct allows suppliers to submit bids/proposals online via Bidnet Direct. The EBS feature includes safeguards to ensure the security and authenticity of the material being transferred. Vendors must be registered at to <https://www.bidnetdirect.com/oklahoma> participate in EBS. Submitted documents are stored securely with a high level of security. All bids remain encrypted and not readable until bids are opened by the buyer and only after the closing date and time have passed.

**SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED. Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it “NO BID” and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier’s name from the bid mailing list, without further notice. NOTE: To qualify as having responded, bidder/vendor must submit a “NO BID”, and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the City Clerk no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way to alert the City Clerk of the urgency in order to immediately notify the Purchasing Division. The envelope will be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor’s responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. NOTE: Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations WILL NOT be provided by telephone. Bid tabulations will be provided by mail or email at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. **AWARDS:**
- a. As the best interest of the City may require, the right is reserved to:
    - 1. Award by individual item, group of items, all or none, or a combination thereof.
    - 2. Award based upon a geographical district basis with one or more suppliers.
    - 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
  - b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.
7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and is executed by the Mayor and City Clerk on behalf of the City of Lawton.
8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the City.
9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.
10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.
11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.

13. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with bidder/vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. Samples will not be returned.
14. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
17. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at the destination unless otherwise provided. "Destination: shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the bidder/vendor until accepted by the ordering agency. The bidder/vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims the ordering department will:
  - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
  - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
  - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
  - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance

of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.

20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/vendor shall hold and save the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor are to accept only those purchase orders issued by the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on Accounting Division Forms unless instructed otherwise in the invitation to bid or executed contract agreement.
25. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, nor may the vendor withdraw or cancel the proposal, or any resulting agreement, or any part of the proposal or agreement for these reasons. Vendors may only cancel the contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.
27. **PAYMENT:**

- a. **INVOICING:** The vendor shall be paid within a reasonable time after submission of proper certified invoices to the City at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.
  - b. **REQUIREMENTS ONLY PURCHASES:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. UNLESS OTHERWISE SPECIFIED, ALL CONTACTS ARE REQUIREMTNS-TYPE CONTRACT, meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
  - c. **Taxes:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
  - d. **Discounts:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
  - e. All provisions of the Uniform Commercial Code shall be adhered to.
28. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the City and the bidder/vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid the name of any officer, director or agent who is also an employee of the City of Lawton or any of its agencies or subdivisions. Further, all bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The bidder/vendor, without exception, shall indemnify and save harmless the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or



materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.

31. **FACILITIES:** The City reserves the right to inspect the bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract t the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City, showing the City as an additional insured thereunder without cost to the City of Lawton, prior to the awarding of the contract:
  - a. **General Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the bidder/vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence. One hundred twenty-five thousand dollars (\$125,000) for personal injures arising from a single occurrence, and one million dollars (\$1,000,000) for any number claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clark of the City.
  - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned. A current certificate showing that the bidder/vendor has a place shall be maintained on the file with the City Clerk of the City.
  - c. **Worker's Compensation:** The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the City against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:
- a. Bidder's Bonds: If required as a part of the specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount state made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
  - b. Performance Bonds: If a performance Bond is required under the specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashiers ck in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.
36. **TIME OF ESSENCE:** Unless otherwise stated time shall be considered of the essence to this agreement.
- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, inability of obtaining material or shipping space, breakdowns, delays of carrier's or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the bidder/vendor prior to submission of his bid and the City Council's acceptance thereof.
  - b. When time is not of the essence this contract shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the bidder/vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.
37. **DISCRIMINATION:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:
- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental impairment. The bidder/vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or physical or mental impairment. Such actions

shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The bidder/vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.

- b. The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
  - c. In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the bidder/vendor.
38. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful bidder/vendor as a result of this bid. It shall be the bidder/vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid whom will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the bidder/vendor.
39. **ADVERTISING:** In submitting a proposal, bidder/vendor agrees not to use the results therefrom as a part of any commercial advertising.
40. **TERMINATION FOR CONVENIENCE OF THE CITY:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under this contract may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
  - b. Any such termination shall be effected by the delivery to the bidder/vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.
  - c. After receipt of a notice of termination, the bidder/vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.
41. **VENUE:** This contract shall be governed by the laws of the State of Oklahoma.
42. **OKLAHOMA STATE CONTRACT:** Some items which the City solicits bids for are on the Oklahoma State Contract. The City is eligible to purchase from the State Contract and will check the prices on the State Contract and may elect to purchase under that contract without termination of this agreement.
43. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This agreement may not be modified except in writing signed by both parties.

44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.

**Bid Number: RFPCL22-006**

**Bid Title: Electrical Instrumentation and Control Services for Public Utility Facilities**

**Vendor Name:**

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**Bid Schedule**

ITEM #	DESCRIPTION	EST. QTY	UNIT	RATE	EXTENSION
1.	Technician, tools, and equipment (Reg. Time)	1	Hour	\$	\$
2.	Technician, tools, and equipment (Emergency, respond within 2 hours, 24/7)	1	Hour	\$	\$
3.	Mark-up over vendor invoice amount for parts/materials	1	Percent	\$	\$
TOTAL AMOUNT OF BID				\$	
Total Amount of Bid In Words			Dollars		

**(must be completed and returned with the bid)**

**Please contact Heith Renschen for any questions in regards to the specifications at**

**(580) 581-3405 or [heith.renschen@lawtonok.gov](mailto:heith.renschen@lawtonok.gov)**

**Notes:**

1. As per accompanying specifications.
2. This is a requirements contract.
3. There are insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. Items to be delivered as agreed upon.
6. Product data for an "or Equal" request on any item should be submitted with the bid.
7. Amounts are to be shown in both words and figures. In case of any discrepancy, the amount shown in words will govern.
8. **DISCLAIMER:** Bidder understands that the City of Lawton reserves the right to accept or reject any or all bids.

Bid provided by:

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Company Name	Representative	Date
Phone Number	Fax	

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