



**FINANCIAL SERVICES**  
212 SW 9<sup>th</sup> Street  
Lawton, Oklahoma 73501  
(580) 581-3328 ext. 4 FAX (580) 581-3438

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## MEMORANDUM

To: Jeffery Temple, Parks & Recreation Director  
Thru: Keith Neitzke, Parks & Grounds Superintendent  
From: Julie Magness, Budgeting & Accounting Supervisor  
Thru: Maegan Dowlen, Contract Administrator  
Subject: **CL22-002 HVAC Services**

Enclosed please find the bids for **CL22-002 HVAC Services** following the bid opening on August 17, 2021.

Please review the bids and send your vendor recommendation for this contract along with a copy of the Legistar number and AIC and the date of the council meeting selected. Once this is received, the file can be taken to Legal for review.

If you have any questions, please email [maegan.dowlen@lawtonok.gov](mailto:maegan.dowlen@lawtonok.gov) and [Marcie.sego@lawtonok.gov](mailto:Marcie.sego@lawtonok.gov).

Thanks,  
Maegan

# City of Lawton REQUEST FOR PROPOSALS

MAIL SEALED PROPOSALS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Jeffery Temple-Parks & Recreation 580-581-3400 Jeffery.temple@lawtonok.gov	
Date Proposal Typed: July 27, 2021	Date(s) Advertised: July 28, 2021	Marcie Sego - Financial Services - 580-581-3328	
Proposal Number and Title: RFPC22-002 HVAC Services Requirements-type Proposal: <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		No Proposals Received After: August 17, 2021 2:00 P.M.	
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm		Proposal valid until: TBD	
Vendor Name and Point of Contact: Hot-Line LLC Mailing Address: P.O. Box 874		Reason for No Proposal:	
City: Duncan OK Zip: 73534	Area Code and Phone Number: 580-467-8420	Delivery: Our Truck	FAX Area Code and Phone Number: 580-439-5401
Federal Employer Identification Number or Social Security Number: 82-3822178			

THIS PROPOSAL INVALID IF NOT SIGNED AND NOTARIZED

## AFFIDAVIT:

STATE OF Oklahoma

COUNTY OF Stephens

, 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 extent 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.

Firm: Hot-Line LLC  
Address: P.O. Box 874  
Duncan OK 73534  
(City, State, Zip)  
Phone: 580-467-8420

SIGNATURE OF AUTHORIZED AGENT

Tom Miller OWNER  
PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 17th day of August, 2021

Cicily Markle  
Notary Public

My Commission expires: 11-13-2023

CONDITIONS FOR SUBMITTING PROPOSALS  
PAGE 1 OF 11

FORM REVISED 8/11

CICILY MARKLE  
Notary Public - State of Oklahoma  
Commission Number 07010973  
My Commission Expires Nov 13, 2023

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

STATE OF Oklahoma

COUNTY OF Stephens

SS

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.

Hot-Line  
Business Name / Contractor Name

Signed  
Print

Tom Milam

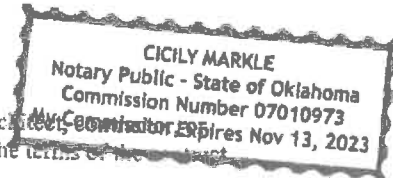
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Notary Public

Cicily Markle

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10. Non-performance by either party under the provisions of this contract shall permit either party to terminate this agreement by sending the other party by certified mail a written notice stating when, not less than 30 days thereafter, termination shall be effective.

11. Any contract awarded as a result of this solicitation shall be a "cost-plus" type contract. A cost-plus contract is further defined as an hourly rate plus the contractor's cost for materials, supplies, and parts.

12. The Service Company shall be responsible for making an equipment list to include serial and model numbers of all major equipment located in the buildings covered in this contract. The serial and model number of equipment installed after contract is awarded will be given to the City of Lawton and added to the equipment list. The Service Company will submit the equipment list to the City of Lawton no later than 90 days after contract is awarded.

### CITY BUILDINGS AND LOCATIONS

These buildings will be covered under the HVAC Maintenance Agreement.

<u>City Buildings</u>	<u>Location</u>
<u>GROUP 1</u>	
A. Patterson Center	4 NE Arlington
B. Fire Station #1	623 "D" Ave.
C. Animal Shelter	2100 SW 6 <sup>th</sup> St.
D. Town Hall	427 "B" Ave.
E. HC King Center	1705 NW 20th
<u>GROUP 2</u>	
F. Wastewater Treatment Plant & Admin Bldg	7 miles SE of Lawton
G. Water Treatment Plant	12 miles NW of Lawton
H. Ellsworth Pump Station	12 miles NW of Lawton
I. Southeast Water Treatment Plant	4596 SE 15 <sup>th</sup>
<u>GROUP 3</u>	
J. New City Hall	212 SW 9 <sup>th</sup> St.
<u>GROUP 4</u>	
K. Lawton Public Library	110 SW 4 <sup>th</sup> St.

L. Owens Multipurpose Center  
M. McMahon Auditorium  
N. Great Plains Museum

1405 SW 11<sup>th</sup> St.  
801 NW Ferris Ave.  
601 NW Ferris Ave.

**GROUP 5**

O. City Hall Annex  
P. Lawton Police Station

102 SW 5<sup>th</sup> St.  
#10 SW 4<sup>th</sup> St.

**GROUP 6**

Q. Public Safety Building

100 S. Railroad St.

Proposal Number: RFPCL22-002

Proposal Title: HVAC Services

Vendor Name: Hot-Line LLC  
(please complete above information)

**Proposal Price Sheet**

(must be completed and returned with the proposal)

Item	Description	Qty	Unit	Unit Price
1	HVAC Service, <b>NOT</b> including window units, annual (12 month) price <b>Consolidated Groups</b> (all 17 sites)	Per	Year	130 <sup>00</sup> Regular hrs 170 <sup>00</sup> After hrs HOURLY RATE \$ 130 <sup>00</sup> reg hrs 170 <sup>00</sup> after hrs MATERIAL MARKUP: 30 %
2	Group 1 - Patterson Center, Fire Station #1, Animal Shelter, Town hall, HC King Center	Per	Year	HOURLY RATE \$ 130 <sup>00</sup> reg hrs 170 <sup>00</sup> after hrs MATERIAL MARKUP: 30 %
3	Group 2 - Wastewater Treatment Plant & Admin Bldg, Water Treatment Plant, Ellsworth Pump Station, Southeast Water Treatment Plant	Per	Year	HOURLY RATE \$ 130 <sup>00</sup> reg hrs 170 <sup>00</sup> after hrs MATERIAL MARKUP: 30 %
4	Group 3 New City Hall	Per	Year	HOURLY RATE \$ 130 <sup>00</sup> reg hrs 170 <sup>00</sup> after hrs MATERIAL MARKUP: 30 %
5	Group 4 - Lawton Public Library, Owens multipurpose Center, McMahon Auditorium, Great Plains Museum	Per	Year	HOURLY RATE \$ 130 <sup>00</sup> reg hrs 170 <sup>00</sup> after hrs MATERIAL MARKUP: 30 %
6	Group 5 - City Hall Annex, Lawton Police Station	Per	Year	HOURLY RATE \$ 130 <sup>00</sup> reg hrs 170 <sup>00</sup> after hrs MATERIAL MARKUP: 30 %
7	Group 6 - Public Safety Building	Per	Year	HOURLY RATE \$ 130 <sup>00</sup> reg hrs 170 <sup>00</sup> after hrs MATERIAL MARKUP: 30 %

Reg Hours - 7 AM - 5 PM  
After Hours - Night, Weekends, Holidays

# City of Lawton REQUEST FOR PROPOSALS

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City Clerk  
City of Lawton  
212 SW 9th Street  
Lawton, OK 73501

Date Proposal Typed:

July 27, 2021

Date(s) Advertised:

July 28, 2021

Proposal Number and Title: RFPCL22-002 HVAC Services  
Requirements-type Proposal: ☒ yes ☐ no

## DIRECT INQUIRIES TO:

Jeffery Temple-Parks & Recreation 580-581-3400  
Jeffery.temple@lawtonok.gov

Marcie Sego - Financial Services - 580-581-3328

No Proposals Received After:

August 17, 2021 2:00 P.M.

Proposal valid until:

TBD

**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:

Artic Refrigeration LLC  
Mailing Address:  
P.O. Box 874

Reason for No Proposal:

City: State: Zip:

Duncan OK 73534

Area Code and Phone Number:

580-467-8420

Delivery:

Our Truck

FAX Area Code and Phone Number:

580-439-5401

Federal Employer Identification Number or Social Security Number:

86-1708076

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COUNTY OF

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Firm

Artic Refrigeration LLC

Address

P.O. Box 874

Duncan Oklahoma 73534

(City, State, Zip)

Phone

580-467-8420

SIGNATURE OF AUTHORIZED AGENT

Tom Milan / OWNER

PRINT TYPE NAME/TITLE

Subscribed & sworn before me this 17 day of August 2021

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Notary Public

11-13-2023

CONDITIONS FOR SUBMITTING PROPOSALS  
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FORM REVISED 8/11

CICILY MARKLE  
Notary Public - State of Oklahoma  
Commission Number 07010973  
My Commission Expires Nov 13, 2023

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

STATE OF Oklahoma  
COUNTY OF Stephens SS

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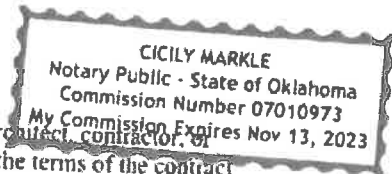
Artic Refrigeration LLC  
Business Name / Contractor Name

[Signature]  
Signed  
Print Tom Mthun

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- B. Fire Station #1
- C. Animal Shelter
- D. Town Hall
- E. HC King Center

4 NE Arlington  
623 "D" Ave  
2100 SW 6<sup>th</sup> St  
427 "B" Ave  
1705 SW 20th

##### **GROUP 2**

- F. Wastewater Treatment Plant & Admin Bldg
- G. Water Treatment Plant
- H. Ellsworth Pump Station
- I. Southeast Water Treatment Plant

7 miles SE of Lawton  
12 miles NW of Lawton  
12 miles NW of Lawton  
1596 SE 15<sup>th</sup>

##### **GROUP 3**

- J. New City Hall

212 SW 9<sup>th</sup> St

##### **GROUP 4**

- K. Lawton Public Library

110 SW 4<sup>th</sup> St.

L. Owens Multipurpose Center  
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Proposal Number: RFPCL22-002

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Vendor Name: Artic Refrigeration LLC  
(please complete above information)

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(must be completed and returned with the proposal)

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1	HVAC Service, <u>NOT</u> including window units, annual (12 month) price <b>Consolidated Groups</b> (all 12 sites)	Per	Year	<del>129.00</del> regular hrs <del>169.00</del> after hrs <del>25%</del> mark up HOURLY RATE \$ <del>129.00</del> regular <del>169.00</del> after hrs MATERIAL MARKUP: 25% *
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<b>Vendor Name and Point of Contact:</b> Air Solutions LLC		<b>Reason for No Proposal:</b>  	
<b>Mailing Address:</b> P.O. Box 874 Duncan, OK City: State: Zip:			
<b>Area Code and Phone Number:</b> 580-467-8420		<b>Delivery:</b> Our Truck <b>FAX Area Code and Phone Number:</b> 580-439-5401	
<b>Federal Employer Identification Number or Social Security Number:</b> 86-1846476			

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Firm: Air Solutions LLC  
 Address: P.O. Box 874  
Duncan OK 73534-0874  
 (City, State, Zip)  
 Phone: 580-467-8420

SIGNATURE OF AUTHORIZED AGENT  
TOM MIAH / OWNER  
 PRINT TYPE NAME/TITLE

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Business Name / Contractor Name

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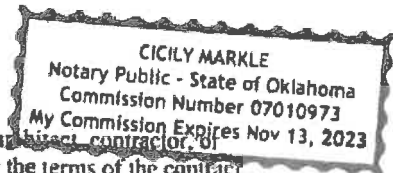
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5	<b>Group 4</b> - Lawton Public Library, Owens multipurpose Center, McMahon Auditorium, Great Plains Museum	Per	Year	HOURLY RATE \$ 129.00 Regular hrs 169.00 After hrs MATERIAL MARKUP: 25% *
6	<b>Group 5</b> - City Hall Annex, Lawton Police Station	Per	Year	HOURLY RATE \$ 129.00 Regular hrs 169.00 After hrs MATERIAL MARKUP: 25% *
	<b>Group 6</b> - City Hall Annex, Lawton Police Station	Per	Year	HOURLY RATE \$ 129.00 Regular hrs 169.00 After hrs MATERIAL MARKUP: 25% *

Reg hrs - 7:00AM - 5PM

After hrs - After Normal Business hrs, Night, Weekends, Holidays

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**Warranties are as follows:**

**Labor: One Year, provided the necessary preventive maintenance is followed on new equipment.**  
**Six Months, on repairs to existing equipment, provide no external abuse, physical damage, voltage surge single phased, brown out, mechanical failure, or other causes out of our control.**

**Materials, Parts, Equipment: Standard Manufactures Warranty applies, if Extended or Paid Warranties are offered this will be past on to the City and offered as an alternate.**