

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 Marcie Sego - Financial Services - 580-581-3328	
Date Proposal Typed: July 27, 2021	Date(s) Advertised: July 28, 2021	No Proposals Received After: August 17, 2021 2:00 P.M.	
Proposal Number and Title: RFPC122-002 HVAC Services Requirements-type Proposal: <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		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: Air Solutions LLC		Reason for No Proposal:	
Mailing Address: P.O. Box 874 DUNCAN OK			
City: DUNCAN State: OK Zip: 73534-0874	Delivery: Our Truck		
Area Code and Phone Number: 580-467-8420		FAX Area Code and Phone Number: 580-439-5401	
Federal Employer Identification Number or Social Security Number: 86-1846476			

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: Air Solutions LLC
 Address: P.O. Box 874
DUNCAN OK 73534-0874
(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.

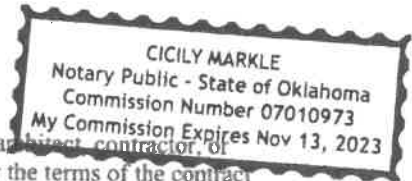
Air Solutions LLC
Business Name / Contractor Name

Signed [Signature]
Print Tom Miller

Attested to before me this 17th day of August 2021

Cicily Markle
Notary Public

My Commission Expires 11-13 2023.



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.

9. It is further understood that, should any major components of the system be replaced by The City of Lawton, a credit shall be issued by the Service Company prorated over the period during which service and repair of the new equipment is covered by the manufacturer's or installer's warranty.
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 th 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 th
<u>GROUP 3</u>	
J. New City Hall	212 SW 9 th St.
<u>GROUP 4</u>	
K. Lawton Public Library	110 SW 4 th St.

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

1405 SW 11th St.
801 NW Ferris Ave.
601 NW Ferris Ave.

GROUP 5

O. City Hall Annex
P. Lawton Police Station

102 SW 5th St.
#10 SW 4th St.

GROUP 6

Q. Public Safety Building

100 S. Railroad St.

Proposal Number: RFPCL22-002

Proposal Title: HVAC Services

Vendor Name: Air Solutions LLC
(please complete above information)

Proposal Price Sheet

(must be completed and returned with the proposal)

Item	Description	Qty	Unit	Unit Price
	HVAC Service, <u>NOT</u> including window units, annual (12 month) price			129.00 Regular hrs 169.00 After hrs 25% markup
1	Consolidated Groups (all 17 sites)	Per	Year	HOURLY RATE 129.00 Regular hrs \$ 169.00 After hours MATERIAL MARKUP: 25% %
2	Group 1 - Patterson Center, Fire Station #1, Animal Shelter, Town hall, HC King Center	Per	Year	HOURLY RATE 129.00 Regular hrs \$ 169.00 after hours MATERIAL MARKUP: 25% %
3	Group 2 - Wastewater Treatment Plant & Admin Bldg, Water Treatment Plant, Ellsworth Pump Station, Southeast Water Treatment Plant	Per	Year	HOURLY RATE 129.00 regular hrs \$ 169.00 after hrs + MATERIAL MARKUP: 25% %
4	Group 3 - New City Hall	Per	Year	HOURLY RATE \$ 129.00 Reg hrs 169.00 after hrs MATERIAL MARKUP: 25% %
5	Group 4 - Lawton Public Library, Owens multipurpose Center, McMahon Auditorium, Great Plains Museum	Per	Year	HOURLY RATE \$ 129.00 reg hrs 169.00 after hrs MATERIAL MARKUP: 25% %
6	Group 5 - City Hall Annex, Lawton Police Station	Per	Year	HOURLY RATE \$ 129.00 reg hrs + 169.00 after hrs MATERIAL MARKUP: 25% %
7	Group 6 - Public Safety Building	Per	Year	HOURLY RATE \$ 129.00 reg + MATERIAL MARKUP: 25% %

Reg hrs - 7:00AM - 5PM

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

169.00 after hrs.

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.