

**HVAC MAINTENANCE AGREEMENT
BETWEEN CITY OF LAWTON
AND
AIR SOLUTIONS LLC**



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THIS IS AN AGREEMENT by and between the City of Lawton, A Municipal Corporation in the State of Oklahoma (hereinafter called CITY), and Air Solutions, LLC (hereinafter called CONTRACTOR). CITY intends to employ CONTRACTOR to provide HVAC Maintenance services for the City of Lawton.

The CITY and CONTRACTOR in consideration of their mutual covenants herein agree in respect of the performance services by CONTRACTOR and the payment for those services by CITY, as set forth below.

1. INTRODUCTION/SCOPE

1.1 CONTRACTOR must make repairs and guarantee that repairs to the H.V.A.C. system will be made in a timely manner. Service Companies must set forth a maximum length of time that any unit will be out of service because of minor repairs and/or major overhaul of a system.

1.2 At sites where monitoring equipment is present, CONTRACTOR must remotely monitor environmental conditions and equipment status and alter functions as necessary to improve comfort conditions and optimize energy savings.

1.3 Qualified and trained service personnel that are directly employed by the CONTRACTOR should perform services that are to be provided. Under no condition shall any work specified herein be subcontracted.

1.4 CONTRACTOR must have access to a professional staff of professionals in the fields of refrigeration, boilers, water treatment, and pneumatic, electrical, and electronic controls, which includes at least one professional engineer (PE).

1.5 CONTRACTOR shall schedule preventive maintenance (PM) tasks by computer to assure a uniform and detailed method of scheduling work.

1.6 CONTRACTOR shall maintain in their local office (within 50 miles of the City of Lawton) an adequate inventory of replacement parts and components and shall demonstrate they own the proper tools and test equipment to maintain all the systems under contract. In addition, CONTRACTOR shall maintain a central warehouse whose inventory includes all the replacement parts for any component in the system under contract to ensure fast availability in emergency situations. This includes all temperature sensors, controllers, dampers, valves, actuators, relays, air compressors, flame safeguards and boiler controls.

1.7 CONTRACTOR must own and be able to document the use on 5 other contracts the following tools and test equipment: combustion efficiency test equipment, vibration detector, infrared scanner, water treatment chemical drop test kit, megger tester, conductivity tester, refrigeration oil test kit, electronic refrigeration leak detector, voltmeter, am probe computerized chiller expert system, portable operator terminals for direct digital controller, remote diagnostics via telephone lines, computer aided engineering to change, adjust and calibrate direct digital control.

2. GENERAL MAINTENANCE PROCEDURES

Maintenance Procedures and Records

2.1 All preventive maintenance tasks shall be computer generated based on a program using each building's run time, on manufacturer's maintenance recommendations and on no less than a five year data bank of maintenance experience and manufacturers' specifications to assure uniform, detailed and all inclusive method of defining preventive maintenance tasks. CONTRACTOR may be required to show copies of said computer generated preventive maintenance reports to demonstrate compliance to this requirement and be given to the Parks and Recreation Director.

2.2 CONTRACTOR shall control scheduling the interval of preventive maintenance and task functions to be performed by both calendar periods and operating hours (runtime) as pertinent to each piece of equipment.

2.3 As work is scheduled, CONTRACTOR shall issue, to the mechanic on the job, a computer-prepared service report detailing exactly what tasks to perform, and time of performance, skill levels required and special tools and instrumentation need to maintain the systems at optimum comfort and efficiency levels.

2.4 After each service call is completed, a service report shall be furnished to a designated representative of the City of Lawton for signature.

2.5 After each service call report is signed off, details from the completed service report will be reentered in the data bank to assure closed-loop performance control and continuous program updating. The client has ongoing access to this file within 48 hours of notification of CONTRACTOR.

2.6 On a semiannual basis, CONTRACTOR shall advise and assist in the determination of improvements to the mechanical and control system that shall conserve energy and minimize utility expenditures. This shall include an initial energy management review with written recommendations and thereafter shall provide quarterly energy management audits.

Preventive Maintenance Calls

2.7 All planned maintenance service under this agreement will be performed during the City of Lawton normal working hours defined as 8:00 a.m. to 5:00 p.m., Monday - Friday.

2.8 City of Lawton will provide reasonable means of access to all equipment covered by this agreement. CONTRACTOR will be free to start and stop all primary equipment incidental to the operation of the mechanical system(s) as arranged with either the Director or assigned representative of the Parks and Recreation Department for the City.

Emergency Service

2.9 Every activity performed under this agreement is designed to minimize the incidence of emergency situations. However, backup emergency service will be provided 24 hours a day to minimize downtime and inconvenience.

2.10 CONTRACTOR shall provide emergency service on an as required basis. Emergency service shall be considered as calls in addition to the scheduled preventive maintenance calls that would occur after 4pm and before 7am, weekdays, Monday - Friday and on Weekends and Holidays.

2.10.1 All labor, overtime, travel costs, parts, supplies, and any other expenses incurred and expended on such a call shall be billed by CONTRACTOR on the agreed upon cost-plus rate basis.

2.10.2 This emergency service shall be provided as often as needed, on a 24-hour basis, weekends and legal holiday included.

2.10.3 CONTRACTOR shall guarantee response to an emergency within two (2) hours after notification of system problems.

2.10.4 CONTRACTOR shall supply two emergency phone numbers. A person or persons under direct employment of the bidder must answer these phones and they must be trained on HVAC systems and their operation.

Parts and complete Replacement

2.11 CONTRACTOR will repair or replace worn parts or complete components with new parts or reconditioned components. For Automation equipment all replaced parts will be U.L. listed.

2.12 CONTRACTOR shall not make replacements or repairs necessitated by reason of negligence or misuse of the equipment by other than CONTRACTOR or by reason of any other cause beyond his control except ordinary wear and tear. A work order will be issued for work to be preformed for damage caused to equipment by storms, winds, and lighting.

3. ENVIRONMENTAL CONTROL SYSTEM MAINTENANCE

Equipment Included

3.1 Thermostats, pressure controls, relays, limits, valves, valve operators, damper motors, humidity controls, step switches, time clocks, contractors, controllers, capacity controls, safety controls, recorders, control panels, gauges, air compressor (for pneumatic control systems) and other replacement equipment.

Services Included

3.2 The CONTRACTOR will perform all of the general maintenance services listed below as they apply to the environmental systems and equipment as described above:

3.2.1 Examine each piece of equipment and device to see that it is functioning properly and is in good operational condition.

3.2.2 Clean all components of dust, old lubricants, etc. to allow the equipment to function as designed.

3.2.3 Lubricate all equipment where needed to permit bearings, gears, and all contact wearing points to operate freely and without undue wear.

3.2.4 Adjust all linkages, motors, drives, etc. that have drifted from the initial design settings and positions.

3.2.5 Calibrate all sensing, monitoring, output, safety, and readout devices for proper ranges, settings, and optimum efficiencies.

3.2.6 Replace the device by the installation of replacement parts, should the above maintenance not be adequate.

3.2.7 Replace the device if needed, in view of its condition, age, and cost of previous and subsequent repair.

3.2.8 Test and cycle all equipment as a system after it has been cleaned, lubricated, adjusted, and calibrated, to see that it is in good operational condition and at optimum efficiency.

Parts Replacements

3.3 All parts, components, or devices for the environmental system as listed above that are worn or are not in proper operational condition, shall be repaired, and/or replaced with new parts, components, or devices by CONTRACTOR.

3.4 When equipment or parts are replaced in their entirety, and a newer design of this device is available and is functionally equivalent and compatible, the device of the new design shall be used as the replacement.

3.5 All repair and replacement parts, components, and devices for the environmental systems and equipment as listed above shall be supplied by CONTRACTOR.

3.6 All miscellaneous parts and supplies necessary to maintain the environmental systems and equipment shall be supplied by CONTRACTOR.

3.7 CONTRACTOR shall be available, at no additional charge, for consultation regarding design changes and equipment selection, based on past experiences with similar systems.

3.8 CONTRACTOR is solely responsible for replacement refrigerant. This includes catastrophic failure as well as normal losses. Leaks will be repaired, and the amount of refrigerant used will be forwarded to the City for their records.

3.9 CONTRACTOR must submit documentation of compliance to O.S.H.S. standards on the following: hazardous material transporting, lock-out/tag-out, and M.S.D.A. procedures.

4. MECHANICAL SYSTEM MAINTENANCE SERVICE

Equipment Included

4.1 The preventive maintenance and the responsibility of CONTRACTOR shall not be limited only to major pieces of equipment located in buildings covered in the contract, but shall also include all

appurtenant devices and systems as listed below that are related to the heating, ventilating, and air conditioning system. (Gas Train)

4.1.1 Heating System

Boilers, burners, furnaces, pumps, heating coils, steam traps, water strainers, unit heaters, duct heaters, heat exchangers, humidifiers, boiler shells, tubes and boiler trim.

4.1.2 Cooling System

Air conditioning compressor(s), evaporative condensers, air coiled condensers, cooling towers, cooling tower fans, pumps, chillers, coils, etc.

4.1.3 Air Handling System

Fans, motors, air grills (cleaning), plenums (cleaning), registers (cleaning), air filters, dampers, induction units, mixing boxes, fan coil units, electric heat elements, etc.

4.1.4. Miscellaneous Equipment

Exhaust fans, automatic valves, control valves, float valves, direct expansion valves, gauges, magnetic starters, manual motor starters, pump and fan motor drives, belts, electrical wiring from motor starter to their respective motor, check valves, and refrigerant.

4.2 All major equipment located in the buildings listed will be covered by this contract. This specification covers that equipment listed herein and shall not be limited to these pieces of equipment. All appurtenant devices and systems as related to the HVAC system will be included. Should the City expand, modify, renovate or add new structures, then that portion shall be added, as required and preventive maintenance will be performed when accepted by the city. A change order will be made to the contract noting changes to the City's HVAC equipment inventory list.

Equipment Not Included

4.3 Maintenance services, including repair, labor, and parts replacement, for the following portions of the systems **are not included** as part of this specification.

Foundations	structural supports	domestic water lines
Oil lines	gas lines	oil storage tanks
Unit cabinets	refractory material	cooling tower structures
Air handling ductwork		

4.4 CONTRACTOR shall provide a report of any work that is outside the scope of this specification that needs attention, which includes such equipment as outlined above.

Services Included

4.5. The General services listed below shall apply to the systems and equipment located in the buildings covered under this contract and as described in the section entitled EQUIPMENT INCLUDED. The preventive maintenance work shall provide no less than one (1) annual start-up, one (1) annual shutdown and four (4) service inspections per year. CONTRACTOR shall

4.5.1 Examine each piece of equipment and device to see that it is functioning properly and is in good operational condition.

- 4.5.2 Clean all components of dust, old lubricants, etc. to allow the equipment to function as designed.
- 4.5.3 Paint all equipment as needed to prevent and protect against corrosion and deterioration.
- 4.5.4 Lubricate all equipment where needed to permit bearings, gears, and all contact wearing points to operate freely and without undue wear.
- 4.5.5 Adjust all linkages, motors, drives, etc. that have drifted from the initial design settings and positions.
- 4.5.6 Calibrate all sensing, monitoring, output, safety, and readout devices for proper ranges, settings, and optimum efficiencies.
- 4.5.7 Repair the device by the addition of replacement parts, should the above maintenance not be adequate.
- 4.5.8 Replace the device should the above maintenance not be adequate.
- 4.5.9 Tear down major pieces of equipment such as refrigeration compressors, water chillers, boilers, etc. and overhaul periodically based on accumulated operating hours, to prevent breakdowns and to improve operational conditions.
- 4.5.10 Test and cycle all equipment as a system after it has been cleaned, lubricated, adjusted and calibrated to assure that it operates to original design specifications.
- 4.5.11 CONTRACTOR is solely responsible for replacement refrigerant. This includes catastrophic failures as well as normal losses. Leaks will be repaired and the amount of refrigerant used will be forwarded to the City for their records.
- 4.5.12 CONTRACTOR must submit documentation of compliance to O.S.H.A. standards on the following: hazardous material transporting, lockout, tag-out, and M.S.D.A. procedures.
- 4.5.13 CONTRACTOR shall perform spectrochemical analysis of refrigeration compressor oil to determine the concentration levels of each of the following chemicals:
- | | | |
|----------|------------|------------|
| Iron | Silver | Zinc |
| Lead | Tin | Calcium |
| Copper | Silicon | Barium |
| Chromium | Baron | Magnesium |
| Aluminum | Sodium | Titanium |
| Nickel | Phosphorus | Molybdenum |
| Cadmium | Antimony | |
- This analysis will consist on a minimum of the following four (4) tests:
- Total Acid (ASTMD 664)
 - Viscosity (ASTMD 445)
 - Water Content (ASTMD 1744)
 - Total Solids (ASTMD 91)
- Oil analysis shall be performed by the CONTRACTOR during spring start up and analyzed by a qualified laboratory. CONTRACTOR shall provide the City of Lawton with a detailed written report.

4.5.14 CONTRACTOR shall perform boiler flue-gas analysis during heating season switch over with an Electric Flue Gas Analyzer to determine the proper energy efficiency of boiler burner system to maximize burner efficiency and CONTRACTOR shall provide the City of Lawton with a detailed report.

4.5.15 Mechanical maintenance includes all parts, labor and materials necessary to make the repairs and in addition the necessary replacement of any units. Including the following:

- Water circulating pumps as pertaining to heating and cooling systems;
- Water Regulating Valves;
- Float Valves;
- Supply and Exhaust Fans;
- Electric Motors;
- Belts;
- Electric Starters (all);
- Heating and/or Cooling Coils; (clearing only)
- Belt Drives;
- Steam Traps with the Building;
- All water Strainers;
- Capacity and Safety Devices which control the equipment;
- Unit Heaters;
- Fan Cabinets, Air Handling Units;
- Boilers, Boiler Supply & Return lines and Controls;
- Chilled Water Supply & Return lines
- Vacuum Condensate Return Pumps;
- Compressors;
- Condensation lines
- Cooling Towers;
- Air Cooled Condensers;
- Packaged Window Units;
- Steam/Hot Water Converters;
- Packaged Rooftop Units
- Automatic Valve
- Control Valve

5 WATER TREATMENT SERVICE

Equipment Included

5.1 WATER TREATMENT SYSTEM: Hot water system, steam system, chilled water system (open or closed), evaporative condensers, cooling towers, and chilled and hot water circulating pumps.

Services Included

5.2 CONTRACTOR shall provide the necessary labor and chemicals to properly maintain all water within the heating and cooling circulating system to control metal corrosion, scale formation, biological fouling, or contaminated discharge.

5.3 Chemicals provided must meet OSHA, Environmental Protection Agency and OEQC requirements for safety to personnel and the environment.

5.4 All chemicals supplied must be biodegradable, and all discharged effluents must be non-polluting.

5.5 For open cooling tower systems, an automatic monitoring system shall be supplied to provide continuous water analysis. This equipment shall be programmed on a real time basis, to analyze the quality of the circulating water and automatically adjust the chemical treatment feed rates and bleed intervals based on the level to total dissolved solids, and without effect from variances in water temperatures. The controller shall incorporate emergency fail-safe features, which shall result in a visual alarm during emergency conditions that may result from high concentration conditions.

5.6 All necessary control panels, bleed valves, injection pumps, associated piping and fittings, and all labor to install this monitoring equipment shall be supplied by CONTRACTOR and shall be billed by CONTRACTOR on the agreed upon cost-plus basis.

5.7 CONTRACTOR shall provide all labor to take test samples, adjust feed rates, change settings, drain and flush systems, service automatic monitoring equipment, manually inject chemicals (for closed systems), and provide a detailed water analysis and service report after performing those services as outlined above.

5.8 For hot water heating systems and chilled water systems, CONTRACTOR will perform the following:

Drain system of existing water and chromed compound.

Refill system with clean water and add the required dosage of chemical treatment. Chemical shall be a non-chromate corrosion inhibitor such as the borate nitrite type. It shall be accepted by the pollution agencies as non-pollutant.

6 AIR FILTER SERVICE

Equipment Included

6.1 Air Filtration System: Pre-filters, frame filters, pouch filters, fan coil filters, and automatic roll-type filters.

Services Included

6.2 Filter frames shall be of the reusable type and shall be of a permanent rigid construction that shall permit the insertion of media pads, and may also allow the use of the optional pads with different efficiencies, if needed.

6.3 Filter frames shall be sized to fill the entire cross section of the units to prevent blow-by and eliminate filter spacers in the system.

6.3.1 Filter media (frame or roll type systems) shall be with an average AFI gravimetric rating of not less than 70% efficiency.

6.3.2 Filter media shall be standard polyester fiber and shall be bonded together preventing fiber shedding and blow through for maximum efficiency and shall be of the fire retardant type of at least Class 2 rating.

6.3.3 Roll media for roll type filters shall be made available in varying widths to meet the needs of the Owner and shall be available in dry or tackified polyester fiber.

6.3.4 Permanent filters, if not used, shall be turned over to the Owner upon completion of the contract.

6.4 CONTRACTOR shall provide, install and regularly change all air filters as a frequency dictated by dirt conditions, but no less than six (6) times per year for frame media, and as often as necessary for roll-type media.

7 BUILDING OPERATIONS AND MAINTENANCE SERVICE

General Program Overview

7.1 CONTRACTOR will monitor and maintain all existing operation programs in all buildings so equipped. The operation programs shall be provided 24 hours a day, 7 days a week from Remote Central Operations, and includes but is not limited to:

Command: Start, stop, and adjust building systems connected to the operations center.

Monitor: Continuously monitor key building conditions.

Record: Prepare and furnish client written reports on alarms and their disposition.

Analyze: Evaluate effectiveness of operating programs and efficiency of mechanical equipment provided client supplies necessary energy utilization documentation to the successful bidder.

Updates: Revise operating programs as needed to minimize operating costs and accommodate changing client needs.

7.2 CONTRACTOR's Operators will report or dispatch service personnel to correct any alarm or off-normal conditions immediately based on predetermined operating parameters. Client will have access to operators to initiate any program changes.

7.3 In order to insure that the Temperature Control Systems continue to function at maximum efficiency CONTRACTOR will also provide a computerized preventive maintenance program.

7.4 CONTRACTOR will maintain the Temperature Control Systems described in the attached Equipment Inventory. CONTRACTOR is required to perform all preventive maintenance on the basis of equipment use, application, and run time.

7.5 CONTRACTOR will be completely responsible to repair or replace all parts and components for as long as the contract is in effect.

7.6 CONTRACTOR will be required to provide emergency back up service available 24 hours a day, 7 days a week. There will be no additional charges for this emergency service.

Building Operations Service – Alarm Dispatching

7.7 All of the mechanical equipment referred to herein will be monitored and operated on a 24-hour per day basis from the Remote Central Operations Center. Representative space temperatures will

likewise be monitored on a 24-hour a day basis from the same central center. The operators at the central control console will instantaneously detect all off-normal conditions including but not limited to:

Failure of equipment to start as scheduled or on command.

Failure of equipment to stop as scheduled or on command.

Interruption of normal operation.

Off-normal status.

High or low temperature alarms.

7.8 If an alarm condition occurs, the Central Control Console operators shall dispatch a company service technician to rectify the problem immediately. If the alarm condition is found to not be covered under the terms of this specification, the operator shall notify, via a telephone call, the specified client personnel.

Operational Analysis/Energy Review

7.9 A detailed analysis of The City of Lawton building environmental systems equipment condition and operating procedures will be performed by CONTRACTOR service operations. CONTRACTOR and the City of Lawton will discuss the operational program and revisions to operational programs that are required to reduce energy consumption, minimize operating costs, and accommodate changing needs. In addition, an Energy Review will be prepared, and a written report submitted quarterly. The report will review all energy usage and charges, including electricity, natural gas, fuel oil, coal or other forms of purchased energy.

Weekly Report

7.10 A weekly report of all system activities shall be presented to the City of Lawton monthly. Information on this report shall include:

A listing of all alarms and off-normal condition, the date and time the alarm was received, the alarm point, the nature of the alarm or incident, the action taken by the operator, person or person notified of the alarm, the date and time they were notified, and the time the alarm was cleared.

A listing of all temporary instructions requested by the Owner, the date and time the temporary instructions were received, and the date and time the temporary instructions were cleared.

Ongoing Temperature Control Maintenance

Preventive Maintenance

7.11 Each preventive maintenance call will be scheduled by a computer-prepared service report detailing exactly what it takes to perform, time of performance, skill levels required and special tools and instrumentation needed to maintain the system at optimum comfort and efficiency levels.

7.12 Maintenance intervals will be determined by equipment run time, application, location, and CONTRACTOR's computer data bank of maintenance experience and manufacturer's specifications

7.13 After each service call is signed off, details from the completed service report will be reentered in the data bank to assure closed-loop performance control and continuous program updating.

7.14 System analysis will be performed on the equipment covered under this agreement to detect early signs of deteriorating performance and to predict potential equipment failures. After identifying potential problem areas, corrective action, as outlined in this specification will be taken.

Component Replacement

7.15 CONTRACTOR will repair or replace any worn, defective, or doubtful components on parts that are part of the maintained systems as described in the attached control inventory. In order to maintain the standardization and integrity of the existing temperature control system, all controls must be replaced with current approved replacement parts only.

Additional Services

7.16 During planned maintenance calls, the following additional services will also be provided:

All maintenance tasks should be performed in accordance with a Computerized Preventive Maintenance Program based on the specific equipment, age of equipment, and hours of system operation. A copy of the Computerized Maintenance task form should be submitted with the bid.

CONTRACTOR must provide minimum of two (2) inspections (unless otherwise noted) of each piece of equipment during the contract year. Master records shall be kept in CONTRACTOR's office, and such schedules shall be adhered to.

CONTRACTOR shall have in its possession the manufacturer's specified maintenance and repair procedures and complete parts list for all equipment to be maintained.

CONTRACTOR shall report to The City of Lawton representative when on the job.
CONTRACTOR shall be required to provide a service report after each service call.

Emergency Service

7.17 Emergency Service that may be required in order to keep the system in proper operation must be provided at any time, within 4 hours. Emergency Service shall be provided by a qualified technician on a 24 hour, 7 day-a-week basis, to be billed by CONTRACTOR on the agreed upon cost-plus basis.

7.18 All planned, preventive maintenance service work under these specifications shall be performed during the regular working hours of the regular working day. The regular working day is defined as Monday through Friday, 8:00 a.m. to 5:00 p.m.

Parts and Component Replacements

7.19 CONTRACTOR will repair and/or replace worn parts or complete components with new parts. Reconditioned components may be used only when delivery time of new components are extensive and it is mandatory to get a piece of equipment in operation. Replacement under this agreement shall include any device covered under the Scope of Work, including CPU, CRT's Air Compressors, etc.

Special Conditions

7.20 CONTRACTOR shall not be required to make safety tests and to install new attachments or additional controls or equipment as recommended or directed by any governmental authority or to make replacements mentioned herein with parts or devices of a different design for any reason whatsoever.

7.21 No modification to the existing system will be made that will violate the U.L. Listing as a system.

7.22 The City of Lawton will provide access to all devices, which are to be serviced. CONTRACTOR shall be free to start and stop all primary equipment incidental to the operation of the mechanical system(s) as arranged with and directed by The City of Lawton or a duly authorized representative. The City of Lawton will take responsibility for equipment malfunction where such access is denied.

7.23 CONTRACTOR shall not be liable for any loss, delay, injury, or damage, that may be caused by conditions beyond their direct control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, riot, civil commotion, wars, malicious mischief, floods and other acts of God.

8 TERM OF CONTRACT

8.1 This Maintenance Contract, at the City of Lawton's discretion, will be for a period of **36 months** based on funding availability. If funds are not available and budgeted for FY2021/2022 and/or FY2022/2023, this agreement shall be terminated on June 30, 2022 or June 30, 2023. Start date shall be mutually determined and approved by CONTRACTOR and The City of Lawton. It is understood that The City of Lawton appropriates funds on a fiscal year basis. In the event funds are not appropriated for the fiscal periods beginning July 1st, The City of Lawton shall notify CONTRACTOR in writing by certified mail at least 30 days prior to the end of the current fiscal period of this agreement. Said notification shall relieve both CONTRACTOR and The City of Lawton from any further obligations under this agreement.

8.2 At the end of the initial contract period, this contract may be extended for a period not to exceed an additional 12 months. At the end of the first 12-month extension period, this contract may be extended for an additional period not to exceed 12 months. Any extension for a fourth or fifth year shall be at the amount bid for a twelve-month period of the primary term. All other conditions, as in the original contract, shall remain as set out in the original agreement. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect for the term of the extension.

9 GENERAL PRICING

9.1 CONTRACTOR will provide as part of this proposal a "cost-plus" service price. A cost-plus contract is further defined as an hourly rate plus the CONTRACTOR's cost for materials, supplies, and parts.

This price shall be for each twelve-month period that this service agreement is to be in effect. This price shall reflect maintenance of the equipment detailed in this specification. If during the term of the service agreement The City of Lawton add equipment to a building or buildings, that they would like covered under the service agreement, The City of Lawton and CONTRACTOR will directly negotiate the additional service. Billing to the City of Lawton will be carried out on a MONTHLY basis and will be submitted to the Building Maintenance POC on the 15th of each month. All invoices must include copies

of 3rd party material/ supply invoices and must be approved by the Contract POC (Building Maintenance Superintendent)

10 MISCELLANEOUS

10.1 This contract is neither transferable nor assignable. Direct employees of CONTRACTOR shall perform all work. To assure accountability no subcontracts will be allowed.

10.2 No other agreement, oral or written express, or implied, shall limit or qualify the terms of this agreement unless such additional agreement is accepted in writing by both parties.

10.3 Should any major components of the system be replaced by The City of Lawton, a credit shall be issued by CONTRACTOR prorated over the period during which service and repair of the new equipment is covered by the manufacturer's or installer's warranty.

10.4 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.

10.5 CONTRACTOR 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. CONTRACTOR will submit the equipment list to the City of Lawton no later than 90 days after contract is awarded.

10.6 All of the General Conditions, terms, and requirements set forth in **Attachment 'A' Request for Proposal and Response** are incorporated into this contract. If there is any conflict or disagreement between the conditions and terms in this Contract and the conditions and terms in the incorporated Attachment 'A', the conditions and terms in this Contract shall supersede the conflicting language in Attachment 'A'.

10.7 City Buildings and locations covered under this 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

GROUP 3

J. New City Hall

212 SW 9th St.

GROUP 4

K. Lawton Public Library

110 SW 4th St.

L. Owens Multipurpose Center

1405 SW 11th St.

M. McMahon Auditorium

801 NW Ferris Ave.

N. Great Plains Museum

601 NW Ferris Ave.

GROUP 5

O. City Hall Annex

102 SW 5th St.

P. Lawton Police Station

#10 SW 4th St.

GROUP 6

Q. Public Safety Building

100 S. Railroad St.

- Signature Page Follows -

SIGNATURE PAGE

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

STAN BOOKER, MAYOR

ATTEST:

TRACI HUSHBECK, CITY CLERK

APPROVED as to form and legality on behalf of the City of Lawton, Oklahoma, this
____ day of _____, 2021.

JOHN RATLIFF CITY ATTORNEY

for AIR SOLUTIONS LLC

printed name

title

ATTACHMENT 'A' – REQUEST FOR PROPOSAL AND RESPONSE

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

No Proposals Received After:

Date Proposal Typed:

Date(s) Advertised:

July 27, 2021

July 28, 2021

August 17, 2021 2:00 P.M.

Proposal Number and Title: RFPCL22-002 HVAC Services

Proposal valid until:

Requirements-type Proposal: ☒ yes ☐ no

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:

Reason for No Proposal:

Air Solutions LLC

Mail to Address:

P.O. Box 874

DUNCAN OK

City State Zip

DUNCAN OK 73534-0874

Delivery:

Our Truck

Area Code and Phone Number:

FAX Area Code and Phone Number:

580-467-8420

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

I, Affiant, am 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 officer 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 sending or agreeing to pay, give or donate to any officer or employee of this City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which this 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.

Air Solutions LLC
P.O. Box 874
DUNCAN OK 73534-0874
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 BY 11

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

**GENERAL CONDITIONS FOR SUBMITTING PROPOSALS TO
THE CITY OF LAWTON, OKLAHOMA.**

**VENDOR – TO ENSURE CONSIDERATION OF THE
PROPOSAL, CAREFULLY FOLLOW THESE INSTRUCTIONS.
FAILURE TO DO SO MAY RESULT IN THE REJECTION OF
YOUR PROPOSAL WITHOUT FURTHER CONSIDERATION
OR NOTICE TO YOU.**

SEALED DOCUMENTS: All proposals and this form must be executed and submitted in a sealed envelope or other sealed container. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE OR CONTAINER.) The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time by which proposals must be submitted in order to be considered and the project number. Proposals not submitted with this form shall be rejected. All proposals are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Proposals will be considered only on first quality products. Copies of specifications, drawings, schedules or special instructions necessary for preparation of a proposal are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF PROPOSAL SUBMISSION:** Proposal documents must contain an original signature of authorized representative in the space provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY VENDOR TO PROPOSAL MUST BE INITIALIZED.** Do not use white out, correction tape or some other method of masking a correction.
2. **NO PROPOSAL:** If not submitting a proposal, respond by returning page one (1), marking it "NO PROPOSAL SUBMITTED," and explain the reason in the space provided. Failure to submit a proposal three (3) times in succession shall be cause for removal of the supplier's name from the information mailing list, without further notice. **NOTE:** To qualify as having responded, a vendor must submit a "NO PROPOSAL SUBMITTED," and it must be received no later than the stated proposal opening date and hour.
3. **OBJECTIONS/CHALLENGES:** should a vendor have an objection to or challenge the request, the 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 deadline for submission of proposals. 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 Request for Proposal. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list, or who have submitted proposals prior to the date and time for proposal submission, will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **PROPOSAL OPENING:** Proposal opening occurs at the time specified on the proposal form. It is the vendor's responsibility to assure that the proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not delivered at the proper time and place will not be considered. Proposals by telegram, facsimile or telephone are not acceptable. **NOTE:** Proposals may be examined during normal working hours by appointment, after the date and

time of proposal opening. Proposals become the property of the City and are subject to the provisions of the Oklahoma Open Records Act.

5. **WITHDRAWAL OF PROPOSAL:** Proposals may be withdrawn at any time prior to the proposal opening date and time. After proposals are opened, all proposals will be considered firm and valid until accepted or rejected by the City.
6. **AWARDS:**
 - a. As the best interest of the City may require, the right is reserved to:
 1. Accept any individual item, group of items, all or none, or a combination thereof contained within a proposal.
 2. To modify a suggested project, based upon proposals received.
 3. To reject any and all proposals or waive any minor irregularity or technicality in proposals received.
 - b. Vendors are cautioned to make no assumptions regarding their success on the awarding of any contract. The City reserves the right to excerpt portions of proposals and recombine them in any combination, which may then be submitted to prospective vendors as an Invitation for Bid.
7. **ACCEPTANCE OF PROPOSAL:** This document constitutes only the vendor's proposal until it is accepted by the City Council for the City of Lawton and a contract 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(s), or minor project guideline deviation(s) when considered to be in the best interest of the City.
9. **CHANGES TO PROJECT GUIDELINES:** Proposals are to be submitted in accordance with the project guidelines provided. Any exceptions to the project guidelines must be indicated in the place provided on the specifications page(s) or by separate letter from the vendor, if place is not provided on the specifications page(s). Changes in project guidelines reducing the quality, versatility or applicability of the product or service may cause the rejection of the proposal. The City shall make the final determination. Failure to put the City on notice of any deviation from the project guidelines may cause the proposal to be rejected at the discretion of the City.
10. **MISTAKES:** Vendors are expected to examine the project guidelines, delivery schedule, proposal prices and all instructions pertaining to supplies and services. Failure to do so will be at vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.
11. **INFORMATION:** The vendor must provide information pertinent to items proposed. Complete catalogs are not necessary. If furnished, however, the vendor must identify the exact location in the catalog and circle or identify clearly the item being proposed.
12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in project guidelines are for information and are not intended to limit competition. The vendor may offer any brand, which meets or exceeds the specification(s) for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturers' name and model number. Vendor

shall submit with his proposal sketches, descriptive literature and/or complete specifications. References to literature submitted with a previous proposal will not satisfy this provision. The vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and should not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals 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 proposal 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 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 meets project guidelines and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor. If the sample satisfies the project guidelines, the cost of testing shall be borne by the City.
15. **NON-CONFORMANCE TO PROJECT GUIDELINES:** Items may be tested for compliance with project guidelines 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.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item proposed as a result of this Request for Proposal shall be new (current model at the time of the proposal). 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 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 vendor until accepted by the ordering agency. The 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 Landing.
 - b. Report damage (whether visible or concealed) to the carrier and vendor, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.
 - c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier and disposition given by the vendor, or for a reasonable time after notification to the vendor, whichever comes first.
 - d. Provide the vendor with a copy of the carrier's Bill of Landing and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items or fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act and any standards

19. **SERVICE AND WARRANTY:** Unless otherwise specified, the vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon entry into any contract with the City, vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the project guidelines attached hereto and made a part of any proposal submitted or contract awarded; vendor further warrants that same shall be of good material and workmanship and free from defects.
20. **REMEDIES:** Failure to make delivery or to meet project guidelines authorized the City to seek replacement goods or services elsewhere and to seek legal and equitable remedies against the defaulting vendor. If any of the goods and/or work performed fail to meet the warranties contained herein or in any proposal submitted, vendor, upon notice thereof from the City, shall promptly correct or replace the same at vendor's expense. If vendor shall fail so to do, the City may cancel any agreement entered in whole or in part and pursue all other remedies available. After notice to the vendor, all such goods will be held at vendor's risk. The City may, and at vendor's direction shall, return such goods to vendor at vendor's risk, and all transportation charges, both to and from original destination, shall be paid by vendor. Any payment for such goods shall be refunded by vendor unless vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Proposals shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The 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 vendor's breach of any agreement entered or the vendor's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the project guidelines, firm fixed prices shall be submitted F.O.B. Lawton at the indicated Department's address and shall include packing, handling and shipping charges fully prepaid by the vendor. Proposal prices shall be valid for a minimum of sixty (60) days from the date of proposal opening, and shall thereafter remain firm for the life of any contract awarded by the City to a vendor.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Vendors 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 Request for Proposal 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, and Institutions, 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 proposal or resulting agreement pursuant to the cancellation clause, if one is included as a part of the Request for Proposal, and then only if the contractual obligation has been fulfilled by the vendor in accordance with the terms stated. Proposals which reflect

(18) the price of an item is based upon "market price" or is "subject to increase" based upon an event, or which otherwise indicate that prices reflected are infirm or subject to change, will be deemed non-conforming unless the proposal specifications specifically provide for price escalation. If price variations are allowed, they must be tied to a readily identifiable index which is free from control or influence by the vendor.

25. **SUMMARY OF TOTAL SALES:** If any agreement is entered into as the result of the acceptance of a Request for Proposal or any proposal submitted, the vendor agrees to furnish City of Lawton a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached project guidelines.

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 in any agreement entered into as the result of the submission of a Request for Proposal. Invoices shall contain the project number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting the Request for Proposal shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the vendor wishes to ship or service from a point other than the home office, he will furnish a written list of these locations to the City. **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:** Any contract resulting from the submission of a Request for Proposal shall be for the quantities actually ordered during the life of the agreement only. Billing shall be made in accordance with instructions by the Department or Division issuing the purchase order, and only for quantities actually ordered and delivered. The City reserves the right to purchase none of the product or more than the quantity indicated in the proposal.

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:** Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for proposal evaluation purposes. 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 for any contract awarded, 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 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 Request for Proposal hereunder is subject to the provisions of City of Lawton Charter and City Code and the laws of the State of Oklahoma. All vendors must disclose with the proposal 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 vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The 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 any contract resulting from the submission of this Request for Proposal, including its use by the City of Lawton. If the vendor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposal 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 vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the vendor, or if a receiver is appointed for the vendor, the City shall have the right to terminate any agreement resulting from the submission of this Request for Proposal upon written notice to the vendor without prejudice to any claim for damages or any other right of the City under any agreement resulting from the submission of this Request for Proposal to the time of such termination.
33. **ASSIGNMENT:** No agreement resulting from the submission of this Request for Proposal shall be assigned by the vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the project guidelines, 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 entry into any agreement:
- a. **General Liability:** The 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 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 injuries arising from a single occurrence, and one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence or accident. 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, submitted as a part of the proposal and showing that the vendor has in force and effect such insurance, shall be maintained on file with the City Clerk of the City.
 - b. **Automobile Liability:** The vendor shall procure and maintain in full force and effect, for the term of the project, vehicle liability coverage in the

amounts specified in subparagraph A of this section. In addition, the vendor shall have, during the term of the project, vehicle liability coverage as outlined in the attached project guidelines. If higher coverage is required by any regulatory entity with oversight of the 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, submitted as a part of the proposal and showing that the vendor has in force and effect such insurance, shall be maintained on file with the City Clerk of the City.

- c. **Workers' Compensation:** The vendor shall procure and maintain in full force and effect for the period of the project, full Workers' Compensation insurance in accordance with the laws of the State of Oklahoma to protect the vendor and the City against liability under the Workers' Compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be submitted as a part of the proposal and maintained on file with the City Clerk of the City.

- 35. **BONDS:** Neither Bidder's Bonds nor Performance Bonds are required unless specifically set forth in the project guidelines 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 project guidelines, proposals filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount stated and made payable to the City of Lawton. This amount will be retained by the City as damages in the event the successful vendor fails to comply with the terms of any agreement entered into as a result of this Request for Proposal, but shall in no way pursue any and all other remedies available either in equity or at law. All deposits and bonds will be returned to the unsuccessful vendors within a reasonable time after the acceptance of a proposal, and to the successful 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 project guidelines, the successful vendor must, prior to the entry into any agreement, post the bond, certified check or cashier's check in the amount stated and made payable to the City of Lawton. The Bidder's Bond posted will be returned to the successful vendor upon posting of the Performance Bond and completion of any additional requirements for execution of any agreement by the vendor. The Performance Bond will be released or returned to the vendor, as appropriate after satisfactory completion of the contract and the performance period as stated in the project guidelines attached or any amendments thereto.

- 36. **TIME OF ESSENCE:** Unless otherwise stated, time shall be considered of the essence to this agreement.

- a. Vendor specifically agrees that it shall not be grounds to alter the terms of any proposal submitted and that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lock-outs, 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 vendor prior to submission of the proposal 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 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:** Vendor agrees, in connection with the performance of work under any agreement entered as a result of this Request for Proposal, as follows:

- a. 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 vendor shall take affirmative action to ensure 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 vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth provisions of this section.
- b. The vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under any agreement entered into as a result of this Request for Proposal.
- c. In the event of the vendor's non-compliance with the above non-discrimination clause, any agreement entered into as a result of this Request for Proposal may be terminated by the City. The vendor may be declared by the City until satisfactory proof of intent to comply is made by the vendor.

38. **DISTRIBUTION OF CONTRACT:** One (1) copy of any agreement entered into as a result of this Request for Proposal or award letter shall be furnished to each successful vendor as a result of this Request for Proposal. It shall be the vendor's responsibility to reproduce and distribute copies of any agreement entered into as a result of this Request for Proposal to all distribution points listed in this Request for Proposal who will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to any agreement entered into as a result of this Request for Proposal by the vendor.

39. **ADVERTISING:** In submitting this proposal, 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 any agreement entered into as a result of this Request for Proposal 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 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 vendor shall stop work and/or place no further orders under any agreement entered into as a result of this Request for Proposal on the date and to the extent specified in the notice of termination.
41. **VENUE:** Any agreement entered into as a result of this Request for Proposals shall be governed by the laws of the State of Oklahoma.
42. **OKLAHOMA STATE CONTRACT:** Some items for which the City solicits bids or proposals 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. No agreement entered into as a result of this Request for Proposals may be modified except in writing and signed by both parties.
44. **SURVIVAL OF TERMS:** All terms, conditions, specifications, and requirements set forth in this Request for Proposals shall survive the execution of and become a part of any agreement entered into unless specifically deleted in writing and signed by both parties to the agreement.
45. **ENERGY SAVINGS:** Oklahoma is an energy conservation State, and we welcome any comments on your proposal that would indicate energy savings. Energy savings will be considered on all proposals where project guidelines call for Life Cycle Cost Analysis.

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

STATE OF Oklahoma SS
COUNTY OF Stephens

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.

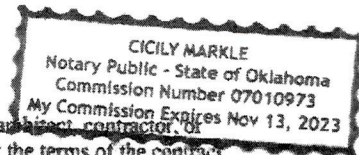
Air Solutions LLC
Business Name / Contractor Name

Signed [Signature]
Print Tom Milan

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.

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
1	HVAC Service, NOT including window units, annual (12 month) price Consolidated Groups (all 17 sites)	Per	Year	129.00 Regular hrs 169.00 After hrs 25% markup <hr/> 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 + 169.00 after hrs MATERIAL MARKUP: 25% *

Reg hrs - 7:00AM - 5PM

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

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.

Proposal Number: RFPCL22-002

Proposal Title: HVAC Services

Any questions pertaining to the attached specifications, please contact Jeffery Temple at 580-581-3440 or jeffery.temple@lawtonok.gov.

Notes:

1. This is a requirements contract.
2. There are insurance requirements for this contract.
3. As per accompanying specifications.
4. WARRANTY:
 - a) The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract.
 - b) The vendor must also provide details, including prices, on any available extended or optional warranties.
 - c) The information provided on warranties will be considered during the proposal evaluation. Available warranties are factor for proposal award.

DISCLAIMER: The City of Lawton reserves the right to accept or reject any or all bids.