## MEMORANDUM

| To: | Heith Renschen, Sewer System Tech - Associate Civil Engineer <br> Rusty Whisenhunt, Director |
| :--- | :--- |
| From: | Julie Magness, Budgeting \& Accounting Supervisor |
| Thru: | Megan Dowlen, Contract Administrator |
| Subject: | RFPCL22-006 ELECTRICAL INSTRUMENTATION AND CONTROL <br> SERVICES |

Enclosed please find the bids for RFPCL22-006 ELECTRICAL INSTRUMENTATION AND CONTROL SERVICES following the bid opening on October 12th, 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 Finance department shall forward the file to Legal for review.

If you have any questions, please email maegan.dowlen@lawtonok.gov and Marcie.sego@lawtonok.gov.

Thanks,
Maegan

## City of Lawton <br> REQUEST FOR PROPOSALS



## THIS PROPOSAL INVALID IF NOT SIGNED AND NOTARIZED

## AFFIDAVIT:

1. Affiant is the duly authorized agent of the bidder/vendor andior 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 bidderivendor, 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 andior 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 bidderivendor nor anyone subject to the bidderfendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid al 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 e cent that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Laploh its departments, boards, commissions. agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentalor, including but not limited to all costs and attorney lees incurred, in addition to any other remedies available by law.

Fir: Worth Hydrochem of Okla, Inc. Address: P.O. Box 6447 . Norman OK 73070 (City, State, , Ip)
Phone: 405-366-7729


PRINTITYPE NAMETTITLE

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405-346-7729
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## 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.


#### Abstract

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 or 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 data 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:
7. Accept any individual item, group of items, all or none, or a combination thereof contained within a proposal.
8. To modify a suggested project, based upon proposals received.
9. To reject any and all proposals or waive any minor irregularity or technically 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.
10. 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.
11. 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.
12. 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.
13. MISTAKES: Vendors are expected to examine the project guidelines, dellvery schedule, proposal prices and all instructions pertaining to supplies and services. Fallure to do so will be at vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.
14. 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 ltem being proposed.
15. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS: Any manufacturers' names, trades 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.
16. 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.
17. 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.
18. 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.
19. 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 shail be suitable for storage or shipment and all prices shall include standard commercial packaging.
20. 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.
21. 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
22. 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.
23. 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.
24. AUTHORIZED USERS: Proposals shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and institutions.
25. 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.
26. 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.
27. 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.
28. 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 is accordance with the terms stated. Proposals which reflect
that the price of an item is based upon "market price" or is "subject to increase" based upon some 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.
29. 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 PRESENTD 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 upan 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 ferm 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 indemnity 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, it 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, inablity 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 nondiscrimination 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 in to 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 OKLAIIOMA

STATE OF
Oklahoma
COUNTY OF

$$
\begin{aligned}
& \text { cleveland } \\
& \text { Cleveland }
\end{aligned}
$$

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.


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

City Clerk<br>City of Lawton<br>212 SW 9 ${ }^{\text {th }}$ Street<br>Lawton, OK 73501

Attention: Heith Renschen Heith.Renschen@LawtonOK.gov

| Customer Reference: | Lawton Utilities Facilities Professional Services Contract |  |  |
| :--- | :---: | :---: | :---: |
| Worth OK Reference: | 10110 | Worth OK Quote: | 10110 QT01 |

Thank you for the opportunity to submit this Bid Proposal for the Bid No. RFPCL22-006, Electrical Instrumentation and Control Services for Public Utility Facilities. In response, I would like to submit the following $\mathrm{WH}_{2} \mathrm{OK}$ Standard Service Rates:

| ITEM | QTY | WH H OK Service Technician Rate Sheet (Standard Services) $^{\mid 01}$ |  |  |
| :---: | :---: | :--- | ---: | ---: |
| TBD | Hourly Service Rate, per Hour | $\$$ | 165.00 |  |
| 02 | TBD | Overtime Rate, per Hour (weekday hours are billed at standard rate) | $\$$ | 165.00 |
| 03 | TBD | Emergency Call-Out Rate, per Hour (2 Hours Response, 24/7) | $\$$ | 225.00 |
| 04 | TBD | Mileage Reimbursement, per Mile (2021 Federal Rate) | $\$$ | 0.56 |
| 05 | TBD | Mark-Up Over Vendor Invoice for Parts/Materials, $\%$ | $35.00 \%$ |  |

## NOTES AND CLARIFICATIONS:

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

Setting the standard in Service

| 10110 |  |
| ---: | :--- |
| Project: | Professional Services Contract |
| Customer: | City of Lawton |
| Location: | Lawton Utilities Facilities |
| Submitted: | October 12, 2021 |
| Project Manager: | Ray Miller |

The following attachments are included with this proposal to meet the requirements of the Bid Proposal and to validate $\mathrm{WH}_{2} \mathrm{OK}$ has the qualifications to provide the proposed services for the City of Lawton:

## ATTACHMENT A: BID DOCUMENTS

## ATTACHMENT B: CERTIFICATE OF LIABILITY INSURANCE

ATTACHMENT C: WORTH HYDROCHEM OF OKLAHOMA EMPLOYEE PROFILES
ATTACHMENT D: WATER AND WASTEWATER TELEMETRY AND CONTROLS REFERENCE LIST
ATTACHMENT E: WORTH HYDROCHEM OF OKLAHOMA SERVICES BILLING TICKET AND REPORT
$\mathrm{WH}_{2} \mathrm{OK}$ has demonstrated qualifications to provide equipment specifications, troubleshooting, installation, programming, repair, replacement and commissioning services for the City of Lawton Utilities. We hope to have the opportunity to continue to support your operations and services under this contract in the future.

If this proposal is accepted as presented, please sign below and return to $\mathrm{WH}_{2} \mathrm{OK}$ :

Accepted: $\qquad$

Thank you,

Mike Girdner
President
mgirdner@worthok.com

Setting the standard in Service

|  | 10110 |
| ---: | :--- |
| Project: | Professional Services Contract |
| Customer: | City of Lawton |
| Location: | Lawton Utilities Facilities |
| Submitted: | October 12,2021 |
| Project Manager: | Ray Miller |

## ATTACHMENT "A"

## ELECTRICAL INSTRUMENTATION AND CONTROL SERVICES FOR PUBLIC UTILITY FACILITIES

The City of Lawton is seeking proposals for the provision of electrical instrumentation and control services support at all the City of Lawton Public Utility facilities such as Medicine Park Water Treatment Plant (MPWTP), Southeast Water Treatment Plant (SEWTP), Wastewater Treatment Plant (WWTP), well sites, lift stations, and water towers. A wide range of electrical instrumentation components, motors, starters, pump controls, SCADA, and other machinery throughout the facilities need service, and/or repairs, and/or routine maintenance. The successful bidder will be called upon to perform those services on an as needed or on an emergency (respond within 2 hours) basis, and bids will be assessed based upon the availability, response times, hourly rate, and markup on parts proposed by the vendor.

Vendors must demonstrate experience in servicing and repair of instrumentation and control equipment, and in particular, in service and repair of Public Utility Supervisory Control and Data Acquisition (SCADA) facilities and equipment.

## Scope of Work

The services will be provided on an as needed basis, and the vendor will be required to provide all the equipment, tools, labor, programming, and transportation necessary to respond to service calls for troubleshooting, repairs, servicing, calibration, or other forms of routine maintenance as required.

The vendor will also provide any material, parts or fittings necessary to fully execute the required service from an approved City of Lawton supplier. An invoice must be submitted for parts and supplies, then the markup will be added.

The vendor shall be prepared to schedule activities and to utilize a minimum of 2 hours for each service call dispatch. The hourly rate will need to include mobilization/demobilization and travel in the price.

## Instructions to Proposals

- The vendor shall execute the required services in a professional manner with due attention to the safety of all plant, equipment, and staff, including but not limited to the coordination of all necessary Lock-out Tag-out procedures, confined space entry, and other safety plans.
- Contractor shall provide experience with ladder logic programming and list programming experience.
- Contractor shall provide experience with HMI programming and troubleshooting.
- The vendor shall exercise due care in execution of the works to avoid any damage to existing facilities or equipment. Any such damage will be re-instated by the vendor at no cost to the City of Lawton.
- The vendor shall remain responsible at all times for their equipment and materials being utilized upon the City of Lawton property, as well as any equipment and materials which belong to the City of Lawton and has been handed over to the vendor for execution of the works. The City of Lawton shall not be responsible for any damage or loss of such equipment and materials.
- The vendor is required to check in with the Plant Superintendent or their designee upon arrival at any facility and shall report on the successful completion of each service call before leaving.
- The vendor is required to provide a written report of actions taken and additional repairs required after each site visit.
- Bid must include, but is not limited to the following:

1. Maximum call response times.
2. Schedule of manpower, tools, and equipment which may be utilized, along with any rates which may be payable in addition to the base bid.
3. Details of services performed in the past of similar scope along with references.
4. Priced Bid schedule.

Both the primary and secondary vendor, if awarded, will be selected from the field of bidders to allow for multiple purchase orders during spikes in demand for this service.

## Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.
a. Worker's Compensation Insurance. The Contractor shall procure and maintain, during the life of this contract, Worker's Compensation Insurance as required by the State of Oklahoma for all of his employees to be engaged in work at the site of the project under this contract, and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
b. Contractor's General Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this contract, Contractor's General Liability Insurance, Contractor's Property Damage Insurance, and Vehicle Liability Insurance as follows:

Comprehensive General Liability and Bodily Injury:

Bodily Injury<br>Property Damage<br>Combined Single Limit

$\$ 125,000.00$ per person per occurrence
$\$ 100,000.00$ each occurrence
$\$ 1,000,000.00$ per occurrence combined limit

## Comprehensive Automobile:

Liability, Bodily Injury<br>Property Damage

Combined Limit $\$ 1,000,000.00$ per occurrence combined limit
c. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall either:

1. Require each of his subcontractors to procure, and to maintain during the life of his subcontract, Subcontractor's Public Liability Insurance of the type and in the amounts specified in subparagraph (b) hereof, or
2. ensure the activities of his subcontractors in his own policy, specified in subparagraph (b) hereof.
d. Scope of Insurance and Special Hazards. The insurance required under subparagraphs b. and c. hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of this contract.
e. Proof of Carriage of Insurance. The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certification will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."

## Bid Number: RFPCL22-006

Bid Title: Electrical Instrumentation and Control Services for Public Utility Facilities
Vendor Name:
Worth Hyorochem of OKlahous inc

## Bid Schedule


(must be completed and returned with the bid)
Please contact Heith Renschen for any questions in regards to the specifications at
(580) 581-3405 or heith.renschen@lawtonok.gov

Notes:

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

Bid provided by:


|  | 10110 |
| ---: | :--- |
| Project: | Professional Services Contract |
| Customer: | City of Lawton |
| Location: | Lawton Utilities Facilities |
| Submitted: | October 12, 2021 |
| Project Manager: | Ray Miller |

## ATTACHMENT "B"

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATiVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES beLow. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements).
$\left.\begin{array}{|l|l|l|}\hline \text { PRODucER } & \text { Co } \\ \text { INSURICA - Norman } \\ \text { 3510 24th Ave NW, Suite 201 } \\ \text { Norman, OK } 73069\end{array}\right)$


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


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

## CERTIFICATE HOLDER

## City of Lawton

2100 SW 6 th Street
Lawton, OK 73501

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Priory

Setting the standard in Service

| 10110 |  |
| :---: | :--- |
| Project: | Professional Services Contract |
| Customer: | City of Lawton |
| Location: | Lawton Utilities Facilities |
| Submitted: | October 12, 2021 |
| Project Manager: | Ray Miller |

## ATTACHMENT "C" <br> WORTH HYDROCHEM OF OKLAHOMA EMPLOYEE PROFILES

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

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

## Paul Cunningham

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

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

## Jake Walton

Filed Service Technician
Years of Experience: 15+
Expertise: Class A Wastewater, Class B Water and Class C Water Lab Licenses, WTP and WWTP Operations and Maintenance

## Earl Young

Director of Sales and Service
Years of Experience: 30+
Expertise: Media-Based Water Treatment Technologies (RO/UF/MF), Water Treatment Chemicals. Water Treatment Equipment and Industrial Process Equipment

## Terry McCracken

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

## Chris Watson

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

## Randy Longoria

 Filed Service TechnicianYears of Experience: 15+
Expertise: WTP Operations and Maintenance, WWTP Operations and Maintenance and Mechanical Equipment Service

Setting the standard in Service

|  | 10110 |
| ---: | :--- |
| Project: | Professional Services Contract |
| Customer: | City of Lawton |
| Location: | Lawton Utilities Facilities |
| Submitted: | October 12,2021 |
| Project Manager: | Ray Miller |

## ATTACHMENT "D"

WATER AND WASTEWATER TELEMETRY AND CONTROLS SYSTEMS REFERENCE LIST


## City of Lawton Waste Water Treatment Plant

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

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

| 10110 |  |
| ---: | :--- |
| Project: | Professional Services Contract |
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## Central Oklahoma Master Conservancy District

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

## City of Clinton Waste Water Treatment Plant via Inframark

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

## City of Blackwell Water Treatment and Wastewater Treatment Plants

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

## Foss Reservoir Master Conservancy District Water Treatment Plant

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

## Tahlequah Public Works Authority

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

| 10110 |  |
| ---: | :--- |
| Project: | Professional Services Contract |
| Customer: | City of Lawton |
| Location: | Lawton Utilities Facilities |
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## City of Lindsay Water Treatment Plant

Lindsay, OK
Services:

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

## Braum's Dairy Plant

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

Goodyear Lawton Plant, Powerhouse Boiler RO System
Lawton, OK
Services:
Worth Hydrochem of Okla, Inc (WH2OK) specified, sold, installed and commissioned the Marlo RO. WH2OK continues to provide PWT Chemicals, H 2 O Innovations Filters and Toray Membranes as part of a continuing annual maintenance and service contract.

## City of Sherman Water Treatment Plant

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

## HollyFrontier Navajo Refinery

Artesia, New Mexico
Services:
Worth Hydrochem of Okla, Inc (WH2OK) was contracted by engineer as to perform start-up and commissioning of the installed RO system. WH2OK continues to provide technical services for system and plant operations, including RO system controls and PLC programming.

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| Project: | Professional Services Contract |
| Customer: | City of Lawton |
| Location: | Lawton Utilities Facilities |
| Submitted: | October 12, 2021 |
| Project Manager: | Ray Miller |

ATTACHMENT "E"

| 10110 |  |
| :--- | :--- |
| Job Name: | Lawton Electrical Instrumentation and <br> Control Services |
| Customer: | Lawton |
| Location: | Lawton Waste Water Plant |
| Project Mgr: | Ray Miller |
| PO Number: |  |
| Completed: |  |



P. O. Box 6447
Norman, OK $73070-6447$
Phone: $(405) 366-7729$
Fax: (405) $266-7728$
www.WorthOK.com



- WORTH

MATERIALS SUPPLIED: PARTS, CHEMICALS and SUPPLIES
DESCRIPTION
SERVICES PERFORMED / DESCRIPTION OF WORK / NOTES
©
$\stackrel{1}{0}$
$\stackrel{Z}{Z}$
ABSTRACT OF BIDS
I certify that I have opened, read, and recorded herein all bids received and listed below: siemume: Mackan Doulew


