



City of Lawton

Lawton Water Authority

Agenda

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Tuesday, May 23, 2023

2:00 PM

Lawton City Hall

"Official action can be taken only on items which appear on the agenda. The Council may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the Council may refer the matter to the City Manager or the City Attorney. The Council may also refer items to standing committees of the Council or a board, commission, or authority for additional study. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely."

Call To Order

Roll Call

Business Items:

1. Consider extending the lease agreement with the Lawton Water Authority for contract RFPCL18-028 Lake Recreation Landing Operations with Lawton Boat Club for an additional twelve (12) months and authorizing the Chairman and Secretary to execute the required documents.

[23-391](#)

Attachments: [2023.04.20 Recommendation Memo](#)
[2023-04-20 - One Year Leas Renewal until 06-30-2024](#)
[Proposal+Lease Agreement+Specs+Price Sheet](#)

Adjournment

"The City of Lawton encourages participation from all of its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at (580) 581-3305 at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if interpreters for the deaf (signing) is not the necessary accommodation."



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 23-391

Agenda Date: 5/23/2023

Agenda No: 1.

ITEM TITLE:

Consider extending the lease agreement with the Lawton Water Authority for contract RFPCL18-028 Lake Recreation Landing Operations with Lawton Boat Club for an additional twelve (12) months and authorizing the Chairman and Secretary to execute the required documents.

INITIATOR: Christine James, Director of Parks & Recreation

STAFF INFORMATION SOURCE: Christine James, Director of Parks & Recreation

BACKGROUND: The contract RFPCL18-028 Lake Recreation Landing Operations is currently in effect until June 30, 2023. The vendor, Lawton Boat Club, has agreed to the contract extension with the same terms, conditions, and process. The Parks and Recreation staff recommends extending the contract for an additional twelve (12) months. The vendor has met all contract requirements.

EXHIBIT: Department Recommendation, Vendor Extension Form, Contract/Lease Agreement, Specifications, Price Sheet

KEY ISSUES: Does the City of Lawton wish to extend the lease agreement with the Lawton Water Authority for contract RFPCL18-028 Lake Recreation Landing Operations to Lawton Boat Club for an additional twelve (12) months?

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Extend the lease agreement with the Lawton Water Authority for contract RFPCL18-028 Lake Recreation Landing Operations to Lawton Boat Club for an additional twelve (12) months and authorize the Chairman and Secretary to execute the required documents.



City of Lawton
Parks & Recreation Department
14105 SW 11th St • Lawton, OK 73501
580-581-3400 • 580-581-3437 Fax

MEMORANDUM

To: Justine Guevara, Accountant/Buyer/Contract Administrator
From: Christine James, Parks & Recreation Director *CJ*
Subject: Lake Recreation Landing Operations Contract RFPCL18-028
Date: April 20, 2023

After review and consideration and obtaining a recommendation from the Lakes and Lands Commission, the Parks and Recreation staff recommends that the **Lake Recreation Landing Operations Contract (RFPCL18-028)** with **Lawton Boat Club** that expires on **June 30, 2023** be extended for an additional 12 months.

CONTRACT EXTENSION FORM

CONTRACT TITLE: Lake Recreation Landing Operations
CONTRACT NUMBER: RFPCL18-028

In accordance with the Agreement between the parties, the above-described contract is hereby modified in the following respects:

1. The contract period is extended to June 30, 2024, by mutual agreement between the undersigned vendor and the City of Lawton, Oklahoma subject to funding availability beyond this fiscal year.
2. All other terms and conditions of the contract or any written modifications thereto remain unchanged.
3. The laws of the State of Oklahoma shall govern this contract.

WITNESS the hands of the parties hereto this 20th day of April, 2023

AFFIDAVIT:

STATE OF OKlahoma COUNTY OF Comanche

I, Donald L. Smith (name of affiant), of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the vendor executing the extension to the above referenced agreement, and that as such agent Affiant has the authority to bind the vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into any extension to or modification of said agreement, and for certifying the facts pertaining to the existence of collusion among vendors 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 or extension of any contract entered; 2. Affiant is fully aware of the facts and circumstances surrounding the procurement of the contract to which this statement refers and has been personally and directly involved in the proceedings leading to the submission of such extension; 3. Neither the vendor nor anyone subject to the vendor's direction or control has been a party: a. to any collusion among vendors in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the contract, or as to any other terms of such contract, c. in any discussions between vendors and any municipal official concerning exchange of money or other thing of value for special consideration in the letting or extension 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 extension of the contract described above. 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 vendor herein, and to indemnify and hold harmless the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: Lawton Boat Club

Address: P.O. Box 884

Lawton, OK 73502
(City, State, Zip)

Phone: (580) 353-5016

Donald L. Smith
SIGNATURE OF AUTHORIZED AGENT

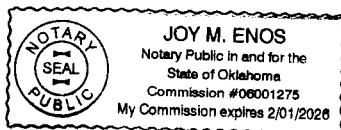
Donald L. Smith, Pres.
PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 30 day of April, 2023.

Joy M Enos
Notary Public

My Commission expires: 2/1/26

City of Lawton, Oklahoma
A Municipal Corporation



ATTEST:

CITY CLERK

Stanley Booker, Mayor

APPROVED as to form and legality on behalf of the City of Lawton on the _____ day of _____, 20____

CITY ATTORNEY

City of Lawton REQUEST FOR PROPOSALS

MAIL SEALED PROPOSALS TO: City Clerk City of Lawton 212 SW 9 th Street Lawton, OK 73501		DIRECT INQUIRIES TO: PETE GOLDRING Phone: 580-581-3258	
Date Proposal Typed: February 15, 2018	Date(s) Advertised: February 21, 2018	No Proposals Received After: MARCH 20, 2018 2:00 P.M.	
Proposal Number and Title: RFPCL18- 028 Lake Recreation Landing Operations Requirements-type Proposal: Yes		Proposal valid until:	
Bid Openings are held at Lawton City Hall 3rd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: Lawton Boat Club Don Smith- President		Reason for No Proposal:	
Mailing Address: 1414 NW 52nd St.			
City: State: Zip: Lawton OK 73505	Delivery:		
Area Code and Phone Number: 580-353-5016		FAX Area Code and Phone Number: 580-353-5036	
Federal Employer Identification Number or Social Security Number 73-1210337			

THIS PROPOSAL INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT:

STATE OF Oklahoma COUNTY OF Comanche, of lawful age, being first duly sworn, on oath says that:

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

Firm: Lawton Boat Club
 Address: Po Box 884
Lawton, OK 73502
 (City, State, Zip)
 Phone: 580-353-5016

Donald L. Smith
 SIGNATURE OF AUTHORIZED AGENT

Donald L. Smith Pres.
 PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 11th day of March, 2018.

Notary Public
 My Commission expires: May 9, 2020

CONDITIONS FOR SUBMITTING PROPOSALS
 PAGE 1 OF 11

FORM REVISED 8/11

JENNA COTTINGHAM
 Notary Public
 State of Oklahoma
 Commission # 12004470
 My Commission Expires May 9, 2020

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 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.
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 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.

26. **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 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'.

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.

LEASE AGREEMENT
with the
LAWTON BOAT CLUB, INC.

This Lease Agreement (hereinafter "Agreement") is made and entered into this the 26th day of June, 2018, by and between the Lawton Water Authority, a public trust, and the City of Lawton, Oklahoma, a municipal corporation and sole beneficiary of said public trust (hereinafter jointly referred to as "Lessors"), and the Lawton Boat Club, Inc., an Oklahoma corporation (hereinafter called "Lessee").

WITNESSTH

WHEREAS, Lessors own, operate and maintain the Lake Lawtonka dam, reservoir and adjacent lands in Comanche County, Oklahoma, for municipal water supply, for public recreation, and for other municipal purposes, inclusive of the real property identified as the "Premises" and more particularly described herein below; and

WHEREAS, Lessors desire to continue operation and maintenance of a boating club upon the Premises for the use and enjoyment of interested citizens of the City of Lawton and Fort Sill community and surrounding areas and therefore solicited competitive requests for proposals from interested parties for that purpose; and

WHEREAS, upon consideration of Lessee's submitted proposal, Lessors made award to Lessee for use of the Premises for a boating club under the terms and conditions provided in this agreement;

NOW, THEREFORE, in consideration of the terms, conditions, grants and mutual covenants hereinafter set forth, Lessors and Lessee agree as follows:

1. **Habendum.** Lessors do hereby lease, convey and grant unto the Lessee the right and privilege to establish, maintain and operate a boating club with related activities upon certain lands adjacent to the waters of Lake Lawtonka (hereinafter designated and referred to as the "Premises") described as follows, to wit:

A parcel of land beginning at a point that is the Northwest corner of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of

Section Eight (8), Township Three North (T-3-N), Range Twelve (12) West, I.M., Comanche County, Oklahoma; Thence east 285 yards; thence North 33 yards; thence West 65 yards; thence North 267 yards; thence West to shoreline of Lake Lawtonka; thence along such shoreline in a southerly direction to the North boundary of the South one-half of Section Eight (8), Township Three North (T-3-N), range Twelve West (R-12-W), I.M.; thence East along said boundary to the point of beginning;

to have and to hold same, together with all improvements thereon, SUBJECT to all present and future building restrictions, zoning laws, regulations, utility easements, prior or subsequent reservations or conveyances of mineral interests and to all existing oil and gas leases of record; and PROVIDED, Lessee accepts the Premises, and all improvements thereon, in its condition "AS IS" and without warranty as to habitability or fitness for use.

PROVIDED FURTHER, Lessee shall have no right or power to encumber the Lessors' title in and to the Premises or any residual or remainder interest therein. Lessee shall not create, permit or allow any encumbrance, lien, mortgage, security interest or other charge against the Premises or any part thereof. At Lessee's sole expense and without notice or demand from Lessor, Lessee shall immediately cause any such encumbrance, lien, mortgage, security interest or other charge to be discharged, released and removed.

2. Lease term. The term of this lease agreement will be a period of five (5) years, beginning on the 26th day of June 2018, and ending on the 30th day of June 2023.

3. Rental payment. For the use and possession of the Premises during the term of this agreement, Lessee agrees to pay Lessors annual rent of Seven Thousand, Two Hundred Sixty Dollars (\$7,260.00) per year.

4. Payment Date. Rental payment due dates shall be May 1st of each year of the lease term. Rental payments shall be made payable to the Lawton Water Authority, a public trust. Lessee shall timely make each payment without requiring any invoice or demand from Lessors.

5. Use of Leased Premises. Lessee shall use the Premises to encourage the pursuit of boating as a recreational activity and as a competitive sport, to teach rules of boating and

water safety and to engender a spirit of sportsmanship among its members, their families, and within the community. Lessee shall conduct its operations of the Premises to serve the requirements of the general public in a manner that provides maximum use of the recreational facilities situated at Lake Lawtonka for fishing, hunting, boating, camping and other authorized recreational uses, insofar as public health and sanitation requirements respecting the public water supply will permit. Lessee shall not use or permit the Premises to be used for any other purposes without first obtaining the prior written consent of Lessors. Lessee will not expand or increase the uses, above listed without similar prior written consent. Any changes or expansion of use must be authorized by a written amendment to this Agreement, approved by the governing bodies of Lessors.

6. Operational Requirements. Lessee may maintain no more than nine (9) utility poles for providing electric service to the Premises. Lessee may maintain no more than twenty-five (25) electrical service meters on the Premises. Of those, one (1) electrical service meter shall be reserved for Lessee's use. Lessee may utilize the remaining twenty-four (24) electrical service meters at locations upon the Premises for use by club members as recreational vehicle service outlets. Lessee may provide and maintain no more than twenty-four (24) locations for use by club members as recreational vehicle camp sites: PROVIDED, this restriction does not apply to the temporary parking of recreational vehicles on the Premises on weekends, holidays and during vacations of two weeks or less duration during the entire year; PROVIDED FURTHER, no recreational vehicle camp site shall be utilized as a permanent place of residence.

All vessels brought onto the Premises must display current permits. Lessee shall not construct or maintain any fence or permanent structure with the exception of a boat ramp or boat docks, within twenty five (25) feet of the high water line of Lake Lawtonka or otherwise cause public access to the shoreline on the Premises to be restricted from the adjacent shoreline or from the waters of the reservoir.

Lessee shall provide Lessors' designated point of contact with a key to unlock any entrance gate to enable Lessors to gain access to the Premises as provided by this Agreement.

7. Utilities. Lessee shall maintain needed utilities servicing the Premises in its own name and at its sole expense.
8. Repair and Maintenance. At its own cost and expense, Lessee shall keep, maintain and repair the Premises and the improvements thereon in a clean, safe, wholesome, and sanitary condition, free of trash, garbage, or other obstructions, and shall keep all vegetation growing on the Premises mowed and trimmed. Lessee accepts the buildings and improvements and any equipment in their existing condition and state of repair, to include the existing electrical systems, plumbing systems and HVAC systems. Lessee assumes sole responsibility for the repair, maintenance and replacement of same at its own expense, including any structural repair and maintenance of same.
9. Alterations. Lessee may from time to time make alterations, additions, replacements or modifications of the improvements upon the Premises at Lessee's sole expense. Prior to the commencement of any such project, Lessee shall submit plans and specifications therefore to Lessors and obtain Lessors' written consent. In the event Lessors fail to approve or deny Lessee's request for such projects within sixty (60) days after Lessee's submittal of all plans and specifications therefore, Lessors shall be deemed to have consented to the project. All such work shall be performed in workmanlike manner and shall not weaken or impair the structural strength, or lessen the value of any structure or other improvements on the Premises. All such projects shall comply with the Lawton Building Code to include any requirement for obtaining building permits, inspections and certificates of completion or occupancy. Upon completion of any such project, all structures, facilities or other improvements so installed, constructed, erected or affixed to the realty shall become part of the Premises and the property of the City of Lawton upon the termination or expiration of this Agreement.
10. Inspection of the Premises. Lessors reserve the right and may from time to time, enter upon the Premises at reasonable times and without prior consent of Lessee for any municipal or other legal purpose, to include but not limited to: inspection for compliance of this Agreement or Lawton City Code; making surveys; conducting tests; installing, maintaining, repairing or removing utilities or other municipal facilities. In addition, upon

identification of any condition which Lessors reasonably deem a threat to public health or safety. Lessors may order the Premises immediately closed. Upon notification that Lessee caused such condition or otherwise allowed or permitted such condition to exist upon the Premises, Lessee shall immediately and diligently undertake to correct the offending condition to Lessors' satisfaction.

11. Termination and Expiration. In addition to the Agreement expiring at the end of the lease term, the Agreement may also be terminated in the following situations:

- a. Either Lessors or Lessee may terminate this Agreement for convenience, with or without cause, by giving the other party sixty (60) days written notice. Upon termination, any rental payment for the then-current annual lease year shall be prorated and Lessors shall refund to Lessee the pro-rated portion of any pre-paid annual rental payment for the remainder of the unexpired lease year.
- b. When a party is in default, the non-defaulting party may terminate this agreement in accordance with the provisions in Paragraph 12 below.

Upon termination or expiration of this Agreement, Lessee shall peacefully quit, surrender and vacate the Premises in as good as a condition as existed at the commencement of this Agreement, usual and ordinary wear and tear excepted. Additionally, Lessee shall remove or otherwise dispose in a manner satisfactory to Lessors all personal property belonging to the Lessee located on the Premises. In the case of termination, Lessee shall remove or dispose of all such personal property by not later than the date of termination specified in the written notice. In the case of expiration, Lessee shall remove or dispose of all such personal property within thirty (30) of the date expiration of this Agreement. Should Lessee fail to remove or dispose of its property as herein provided, Lessors may consider such property abandoned and may dispose of the same at Lessee's expense or may retain same at Lessors election.

12 Default, Remedy and Waiver. Should Lessee fail, neglect, or refuse to comply with any provision of this Agreement, Lessors may exercise all rights and remedies they may have in law or equity, both jointly or individually, to enforce the terms hereof. Such rights and

remedies include, but are not limited to, Lessors performing or causing to be performed any act or satisfying any obligation required of Lessee under this Agreement and, in such event, Lessee shall immediately reimburse Lessors for the cost thereof upon written demand. PROVIDED, Lessors shall have no obligation or duty to perform such acts or to satisfy such obligation of Lessee. Upon violation by Lessee of the terms of this Agreement, Lessors shall give written notice to Lessee specifying the violation and a reasonable date not to exceed thirty (30) days by which it shall be cured. Lessee must, without delay or excuse, absolutely correct the defect or violation on or before the date specified by Lessors. Failure of the Lessee to do so shall be grounds for immediate termination of this Agreement without further notice or delay. No waiver of default by Lessors or Lessee of any terms, covenants or conditions hereof to be performed, kept or observed by Lessee or Lessors shall be constructed to be or act as a waiver of any subsequent default or violation of any terms, covenants or conditions herein contained.

13. Liability Insurance. Lessee shall, at its own expense, obtain, and keep in force at all times during this Agreement public liability insurance naming the Lawton Water Authority and the City of Lawton, Oklahoma, as co-insured. Insurance policies shall be issued by a reputable insurance company duly licensed to do business in the State of Oklahoma, and shall protect against all liabilities and accidents arising from Lessee's use and occupation of the leased premises and Lessee's operation of the facilities located thereon. Public liability insurance shall be in the following amounts:

\$100,000.00 each person;
\$1,000,000.00 each accident; and
\$25,000.00 property damage.

Lessee shall furnish and deliver to Lessors a copy of such insurance policy, or certificates of insurance, within ten (10) days from the date of the execution of this Agreement and annually thereafter and upon Lessors' request. Certificates evidencing such Insurance must specifically state that such insurance shall not be changed or cancelled without at least ten days prior notice to Lessors.

14. Applicable Law.

- a. Lessee specifically covenants and agrees to abide by all ordinances, rules and regulations of the City of Lawton, Oklahoma, to include but not limited to applicable to Lake Lawtonka that are now in effect or may hereinafter be adopted. Further, Lessee agrees to fully comply with the requirements of this Agreement and all health and sanitation requirements of the City-County Health Department of Comanche County, Oklahoma, and all applicable state and federal statutes and regulations.
- b. Any failure on the part of Lessee to comply with the ordinances, laws, rules, and regulations of the above-named governmental authorities shall be deemed default and grounds for termination of this Agreement.
- c. The terms of this Agreement will be governed by the laws of the State of Oklahoma. Venue for any dispute arising from this Agreement will be the State District Court of Comanche County, Oklahoma.

15. Indemnification. Lessee covenants and agrees, at its expense, to pay, and to indemnify and save the Lessors harmless from and against any and all claims, damages, expenses, liabilities and taxes (of any character or nature, regardless of by whom imposed), losses of every conceivable kind, character and nature whatsoever (including, but not limited to, claims for loss or damage to any property or injury to or death of any person) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the leased premises or the condition, occupancy, use, possession, conduct or management of, or any work done in or about the leased premises. Lessee also covenants and agrees, at its expense, to pay and to indemnify and save the Lessors harmless from and against all costs, reasonable counsel fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand, and the Lessee, upon notice from the Lessor, covenants to resist and defend against such action or proceeding on behalf of Lessors.

16. Assignments and Subleases. Lessee shall not assign, sublease, subcontract, transfer or convey any interest or rights granted by this Agreement without the express and prior written consent of the Lessors' governing bodies. The Lessee must be the operator of the Premises for the uses provided herein. Any document by which an interest in the Premises is

granted to another person or organization shall indicate that the person or organization acquiring the interest takes subject to the terms of this Agreement. Lessors may prescribe any additional conditions to such an assignment or transfer that they deem appropriate.

17. Notices. All notices, demands, requests or other communications to be given by either party to the other pursuant to this Agreement shall be in writing and shall be deemed to be sufficient for all purposes and to have been properly given or sent:

a. If intended for Lessee, by mailing by registered or certified mail, return receipt requested, with the postage prepaid or by overnight delivery, addressed to Lessee at: PO Box 884, Lawton, OK 73502-0884.

b. If intended for Lessors, by mailing by registered or certified mail, return receipt requested, with the postage prepaid or by overnight delivery, addressed to Lessors at: 212 SW 9th Street, Lawton, OK 73501.

The point of contact for Lessors for purposes of coordinating activities, insuring compliance with the terms of this Lease and for all other purposes will be the City's Parks and Recreation Director or their designee.

18. Nondiscrimination and Facilities Accessible By The Disabled. The Lessee shall not discriminate because of race, religion, color, sex, age, disability or national origin, against any person by refusing to furnish such person any accommodation, facility, service or privilege offered to or enjoyed by the general membership or public. In addition, Lessee shall not discriminate against any employee or applicant for employment, if any, because of race, color, religion, sex, age, disability or national origin.

Lessee shall ensure access to the Premises and the facilities located thereon to individuals notwithstanding any physical disability or other handicap. Such individuals shall have full and equal enjoyment of the club and its activities in the most integrated setting possible, except where the individuals may pose a direct threat to the health and safety of others which cannot be reasonably accommodated.

19. Merger. This Agreement contains all the covenants, agreements, stipulations and provisions agreed upon by said parties, and no agent or employee of either party to this

Agreement has any authority to alter or change the terms hereof, except as provided herein, and neither party is or shall be bound by any statement or representation not in conformity herewith.

IN WITNESS WHEREOF, the Lawton Water Authority, a public trust, and the City of Lawton, a municipal corporation, Lessors herein, and the Lawton Boat Club, Inc., Lessee herein, have caused this Agreement to be duly executed on the day and year first hereinabove written.


LAWTON WATER AUTHORITY,
a public trust

FRED L. FITCH, Chairman

ATTEST:


TRACI L. HUSHBECK, Secretary

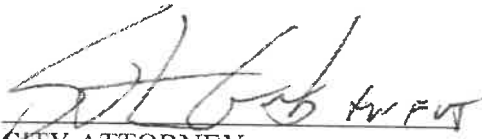

CITY OF LAWTON, OKLAHOMA,
a municipal corporation,

FRED L. FITCH, Mayor

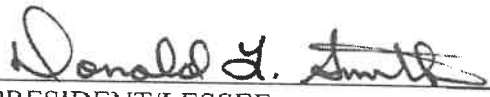
ATTEST:


TRACI L. HUSHBECK, City Clerk

APPROVED as to form and legality on behalf of the Lawton Water Authority and the City of Lawton only, this 26 day of June, 2018.


CITY ATTORNEY

LAWTON BOAT CLUB, INC.


PRESIDENT/LESSEE

ATTEST:


SECRETARY

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REQUEST FOR PROPOSAL (RFP)
LAKE RECREATION LANDING OPERATIONS
RFPCL18-028

The City of Lawton is soliciting a request for proposal for the Recreation Landing Area operations at Lake Lawtonka, currently known as the Lawton Boat Club.

Potential Operators are requested to provide a proposal that will detail the operational plan for the recreation area that would be implemented during the terms of the agreement.

The Operator is restricted from operating a concession or retail sales from the leased area.

The Operational Plan would include, but not be limited to, the operator qualifications, a proven track record to perform services and the range of services provided at the lease site as it relates to boating, and other types of recreational and educational programs and event operations.

The Operational Plan proposal must have a proposed site development and management plans that should address the approach for future improvements and renovations of the area and facilities to include the time frame for implementation and how the leased area will be managed.

The Operator must have the ability to maintain the lease area.

The Operator must have the ability to implement and manage the leased operation. The Operator must state in their proposal an annual lease payment not less than \$7,260.00 per year.

The final agreement with the City shall be for a term of 5 years with no automatic renewal.

The City of Lawton will determine the qualification of the operators through evaluation of the operator's capabilities as outlined in their proposals based on the conditions set forth in the lease agreement.

The Operation Lease Agreement award will be considered for the operator who amasses the highest point total in the categories outlined below. The maximum number of base points is 100:

Evaluation Criteria	Weighting
Proposal Presentation	5
Operators Qualifications	10
Development and Management	25
Ranges of Services	25
Ability to Implement Plan	25
Financial Consideration/Net Economic Impact	15
TOTAL POINTS	100

The Operator shall furnish all personnel, parts, material, equipment, tools, supplies, and services in accordance with terms and conditions as stated in the Lease Agreement. The Operator is an Independent Contractor and not an agent or representative of the City of Lawton.

A proposal conference will be held at City Hall 2nd Floor Conference Room, 212 SW 9th St, Lawton, OK 73501 at 2:00 p.m., Wednesday 28th February, 2018.

All bids must be received by 2:00 p.m., Tuesday 13th March, 2018 in the City Clerk's offices, City Hall, 212 SW 9th St, Lawton, Oklahoma 73501.

Proposal Number: RFPCL18-028
Proposal Title: LAKE RECREATION LANDING OPERATIONS

Vendor Name: Lawton Boat Club
(please complete above information)

Proposal Price Sheet
(must be completed and returned with the proposal)

Item	Description	INITIAL ANNUAL RENT
1	LAKE RECREATION LANDING OPERATIONS	\$ 7,260.00

**Any detailed questions about this contract, please contact
JACK HANNA at (580) 581-3400.**

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

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