



# CITY OF LAWTON

FINANCE DEPARTMENT

**April 26, 2024**

Interested Vendor:

**SUBJECT: Special Instructions for Submission of Bid Packet**

If you desire to submit a bid for **CL24-020 HVAC Services**, this letter is provided to clarify problem areas.

The bid packet is composed of the following documents:

- Invitation for Bid and Contract with General Conditions for Submitting Proposals
- Affidavit for Payments in Excess Of Twenty-Five Thousand Dollars (\$25,000.00)
- Contractor's Certificate of Compliance with Non-Discrimination Provisions
- Department Specifications
- Price Sheet
- W-9 Form

Ensure that your bid submission includes every page of the bid packet; failure to include all pages will result in your bid being **non-responsive**. It is crucial that the following pages are appropriately signed and/or notarized:

- \* Page 1 of the Invitation for Bid/Contract must be returned. It must be the **original, properly signed and notarized.**
- \* Affidavit For Payments in Excess of Twenty-Five Thousand Dollars (\$25,000.00), **original properly signed and notarized.**
- \* Contractor's Certificate of Compliance with Non-Discrimination Provisions, **original properly signed.**
- \* Department Specification and Price Bid Sheet (with vendor's comments, if applicable)
- \* W-9 Form, **original properly signed.**

Please, submit one (1) copy of any additional documentation such as descriptive literature, samples, material safety data sheets or references. Please, note that in some specifications, the submittal of the additional documents is required. If the documents are required, and are not submitted, your bid may be considered non-responsive.

Bid openings are held at 212 SW 9th Street Lawton, OK 73501 in the 3rd floor Conference Room @ 2:00 pm. Bid results may be obtained by attending the bid opening, making a written request, and enclosing a stamped, self-addressed envelope, or by email. Bid results are not available by telephone. Please, specify if you desire the bid results, or the results of who received the contract. Contract award information will not be available until the City Council awards the contract. Information will be mailed or emailed to the requester.

Examine your bid packet carefully as soon as you receive it. If any of the requested items are missing or if you have questions about the bid packet, please email [colbie.garrett@lawtonok.gov](mailto:colbie.garrett@lawtonok.gov).

Sincerely,

*Colbie Garrett*

Colbie Garrett  
Buyer, Financial Services

City Hall | 212 SW 9<sup>th</sup> Street | Lawton, Oklahoma 73501 | 580-581-3328

**WWW.LAWTONOK.GOV**

# City of Lawton

## INVITATION TO BID AND CONTRACT

MAIL OR DELIVER SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: <a href="mailto:Colbie.Garrett@lawtonok.gov">Colbie.Garrett@lawtonok.gov</a> QUESTIONS REGARDING BID: <a href="http://www.bidnetdirect.com/oklahoma/cityoflawton">www.bidnetdirect.com/oklahoma/cityoflawton</a>	
Date Bid Typed:	Dates Bid Advertised:	No Bids Received After:  <b>2 : 00pm</b>	
Contract Number and Title:		Requirements-type Contract:	Contract Period: July 1, 2024-June 30, 2025
<b>Bid Openings are held at Lawton City Hall 3rd Floor Conference Room 212 SW 9<sup>th</sup> Street Lawton, OK 73501 @ 2:00 pm</b>			
Vendor Name and Point of Contact:		Reason for No Bid:	
Mailing Address:		Terms:	
City:	State:	Zip:	Delivery:
Area Code and Phone Number:		Email Address:	
Federal Employer Identification Number or Social Security Number			

**THIS BID INVALID IF NOT SIGNED AND NOTARIZED**

AFFIDAVIT: STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_,

\_\_\_\_\_ 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: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 (City, State, Zip)  
 Phone: \_\_\_\_\_

\_\_\_\_\_  
 SIGNATURE OF AUTHORIZED AGENT

\_\_\_\_\_  
 PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

My Commission expires: \_\_\_\_\_

[AFFIX SEAL]

# **GENERAL CONDITIONS FOR BIDDING REQUIREMENTS CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.**

## **BIDDER – TO INSURE ACCEPTANCE OF THE BID, CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.**

**SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED. Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it “NO BID” and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier’s name from the bid mailing list, without further notice. NOTE: To qualify as having responded, bidder/vendor must submit a “NO BID”, and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/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 bid opening date. 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 Invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor’s responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. NOTE: Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations WILL NOT be provided by telephone. Bid tabulations will be provided by mail at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. **AWARDS:**
- a. As the best interest of the City may require, the right is reserved to:
    - 1. Award by individual item, group of items, all or none, or a combination thereof.
    - 2. Award based upon a geographical district basis with one or more suppliers.
    - 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
  - b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.
7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and 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, or minor specification deviation when considered to be in the best interest of the City.
9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.
10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.
11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids 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 bid 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 bidder/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 or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications 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. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). 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 the 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 bidder/vendor until accepted by the ordering agency. The bidder/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 Lading.
  - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
  - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
  - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance

of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.

20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/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 supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor 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 invitation to bid 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, institutions and all employees of the aforementioned, 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 contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.
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 on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.
  - b. **REQUIREMENTS ONLY PURCHASES:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. UNLESS OTHERWISE SPECIFIED, ALL CONTACTS ARE REQUIREMTNS-TYPE CONTRACT, meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
  - 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:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/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, 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 bidder/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 Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid 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 bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The bidder/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 the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or

materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid 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 bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract at the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, 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 awarding of the contract:
  - a. **General Liability:** The bidder/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 bidder/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 claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
  - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/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 showing that the bidder/vendor has a policy shall be maintained on the file with the City Clerk of the City.
  - c. **Worker's Compensation:** The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the City against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.



35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications 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 specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount state made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/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 specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashiers ck in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.
36. **TIME OF ESSENCE:** Unless otherwise stated time shall be considered of the essence to this agreement.
- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, 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 bidder/vendor prior to submission of his bid 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 bidder/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:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:
- a. Bidder/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 bidder/vendor shall take affirmative action to insure 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 bidder/vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.

- b. The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
  - c. In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the bidder/vendor.
38. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful bidder/vendor as a result of this bid. It shall be the bidder/vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid whom will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the bidder/vendor.
39. **ADVERTISING:** In submitting a proposal, bidder/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 this contract 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 bidder/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 bidder/vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.
41. **VENUE:** This contract shall be governed by the laws of the State of Oklahoma.
42. **OKLAHOMA STATE CONTRACT:** Some items which the City solicits bids for 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. This agreement may not be modified except in writing signed by both parties.

44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.

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

STATE OF \_\_\_\_\_

SS

COUNTY OF \_\_\_\_\_

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.

\_\_\_\_\_  
Business Name / Contractor Name

[AFFIX SEAL]

\_\_\_\_\_  
Signed  
Print : \_\_\_\_\_

Attested to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_ 20\_\_.

**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 OF LAWTON**  
212 SW 9<sup>th</sup> Street  
Lawton, Oklahoma 73501  
(580) 581-3500

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**CONTRACTOR'S CERTIFICATE OF COMPLIANCE**  
**WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

\_\_\_\_\_  
Contract Number

\_\_\_\_\_  
Name of Contractor (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, Member of Firm or Officer of Corporation

\_\_\_\_\_  
Title

**HVAC MAINTENANCE & REPAIR AGREEMENT**  
**BETWEEN CITY OF LAWTON**  
**AND**

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# TABLE OF CONTENTS

<b>1. INTRODUCTION/SCOPE.....</b>	<b>2</b>
<b>2. REPAIR AND MAINTENANCE PROCEDURES.....</b>	<b>3</b>
<b>3. EMERGENCY SERVICE.....</b>	<b>3</b>
<b>4. SYSTEMS AND EQUIPMENT INCLUDED.....</b>	<b>4</b>
<b>5. PART REPLACEMENTS.....</b>	<b>9</b>
<b>6. MONITORING.....</b>	<b>9</b>
<b>7. TERM OF CONTRACT.....</b>	<b>10</b>
<b>8. BILLING.....</b>	<b>10</b>
<b>9. MISCELLANEOUS.....</b>	<b>10</b>
<b>SIGNATURE PAGES.....</b>	<b>12-17</b>
<b>ATTACHEMNT ‘A’.....</b>	<b>PRICE SHEET</b>
<b>ATTACHMENT ‘B’.....</b>	<b>BUILDING GROUPS</b>
<b>ATTACHMENT ‘C’.....</b>	<b>REQUEST FOR QUALIFICATIONS AND REFERENCES</b>

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

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

## **1. INTRODUCTION/SCOPE**

1.1 CONTRACTOR must make repairs and guarantee such repairs to the HVAC system will be made in a timely manner. If the HVAC system is required to be out of service for longer than one (1) hour, the CONTRACTOR must notify the CITY in writing prior to taking the system out of service. "Timely service" is defined as acknowledgment of the required repair within four (4) hours of notification and completion of said repair within five (5) business days. Additional time may be allowed if parts and materials are not readily available. CONTRACTOR must notify the CITY in writing if the repair cannot be completed in a timely manner explaining the reason for the delay and subsequently must update the CITY in writing on the status of said repair on a weekly basis until the repair is completed.

1.2 CONTRACTOR must perform preventive maintenance tasks based on the equipment's run time and manufacturer's maintenance recommendations, but no less than twice during contract term. Maintenance tasks shall be scheduled and performed during the normal working hours defined as 8:00 a.m. to 5:00 p.m., Monday - Friday. Maintenance tasks shall be performed as often as necessary to maintain all CITY's equipment in the best working condition as possible. Some equipment/components may require maintenance more frequently than others.

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

1.4 CONTRACTOR should primarily assign qualified and trained service personnel that work directly for the CONTRACTOR to perform tasks that are to be provided under this agreement. If it is determined by the CONTRACTOR, that in order to address an issue in a timely manner he must subcontract said tasks, CONTRACTOR may request permission in writing from the CITY to subcontracted to another qualified contractor required tasks that the CONTRACTOR is unable to address in a timely manner. CITY has the ability to accept or reject this request, with or without cause, and may require additional documentation from subcontractor on their qualifications to perform such tasks. CONTRACTOR is fully responsible for any tasks assigned and performed under this agreement in a timely manner.

1.5 CONTRACTOR must have access to a staff of professionals in the fields of refrigeration, boilers, water treatment, and pneumatic, electrical, and electronic controls.

1.6 CONTRACTOR shall maintain in their local office (within 50 miles of the City of Lawton) an adequate inventory of replacement parts and components or guarantee that the replacement parts and components can be purchased locally or within fifty (50) miles of the City of Lawton and shall demonstrate they own the proper tools and test equipment to maintain all the systems under agreement.

1.7 CONTRACTOR must have working knowledge of the following tools and test equipment: combustion efficiency test equipment, vibration detector, infrared scanner, water treatment chemical drop



test kit, megger tester, conductivity tester, refrigeration oil test kit, electronic refrigeration leak detector, voltmeter, am probe computerized chiller expert system, portable operator terminals for direct digital controller, remote diagnostics via telephone lines, computer aided engineering to change, adjust and calibrate direct digital control.

1.8 CITY will provide reasonable means of access to all equipment covered by this agreement. CONTRACTOR will be free to start and stop all primary equipment incidental to the operation of the mechanical system(s) during the repair or maintenance process upon notice to the CITY per paragraph 1.1. The CITY will take responsibility for equipment malfunction where such access is denied.

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

## **2. REPAIR AND MAINTENANCE PROCEDURES**

2.1 Upon notification of a service call, required repair or the scheduling of maintenance tasks, CONTRACTOR shall issue, to a qualified and trained service personnel, a work order detailing exactly what tasks to perform, and time of performance, skill levels required and special tools and instrumentation need to maintain the systems at optimum comfort and efficiency levels. Work orders and service reports shall be numbered so that it may be reference in the monthly report.

2.2 After each work order or service call is completed, the service personnel shall include on the work order or service report what steps he/she took to complete the repair and the date the repairs were completed. Said work order shall be furnished to a CITY staff member for signature. Staff's signature is only for acknowledgment that HVAC personnel was in the area described in the work order and is NOT acceptance of any work performed.

2.3 CONTRACTOR shall provide to the CITY a monthly report containing any and all work orders and service calls performed for each building. Monthly report shall be submitted in writing no later than the 15<sup>th</sup> date of the following month. Monthly reports should include but are not limited to the following information:

- Work order/service report number
- Location of work order/service report
- Date of issuance
- Summary of repair/call
- Date of completion

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

2.5 CONTRACTOR shall make all efforts to conduct repair and maintenance tasks during normal working hours. For any non-emergency tasks performed outside of normal working hours, approval must be obtained from the CITY prior to performing said tasks.

## **3. EMERGENCY SERVICE**

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

and inconvenience. "Emergency" is defined as a situation that endangers the health, life or safety of an individual or a situation that if not addressed immediately may cause damage or further damage to life, property or equipment.

3.2 CONTRACTOR shall provide emergency service on an as required basis. Emergency service shall be considered as calls that would occur outside of normal working hours to include nights, weekends and holidays or calls during normal working hours that requires immediate attention.

3.3 CONTRACTOR shall guarantee response to an emergency within two (2) hours after notification.

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

#### **4. SYSTEMS AND EQUIPMENT INCLUDED**

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

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

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

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

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

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

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

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

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

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

4.2.9 CONTRACTOR is solely responsible for replacement refrigerant. This includes catastrophic failure as well as normal losses. Leaks will be repaired, and the amount of refrigerant used will be forwarded to the CITY as part of the monthly report.

4.3 **Mechanical Systems:** The preventive maintenance and the responsibility of CONTRACTOR shall not be limited only to major pieces of equipment located in buildings covered in this agreement, but shall also include but are not limited to all appurtenant devices and systems as listed below that are related to the heating, ventilating, and air conditioning system (for example: Gas lines). Should the CITY expand, modify, renovate or add new structures, then that portion shall be added, as required and preventive maintenance will be performed when accepted by the CITY. A change order will be made to the contract noting changes to the City's HVAC equipment inventory list.

4.3.1 Heating System

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

4.3.2 Cooling System

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

4.3.3 Air Handling System

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

4.3.4. Miscellaneous Equipment

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

4.3.5 Other appurtenant devices and systems as related to the HVAC system that shall be included:

Foundations	Structural supports	Domestic water lines
Oil lines	Gas lines	Oil storage tanks
Unit cabinets	Refractory material	Cooling tower structures
Air handling ductwork		

4.4. The CONTRACTOR will perform all of the general maintenance services listed below as they apply to the mechanical systems and equipment as described above. The preventive maintenance work shall provide no less than one (1) annual start-up, one (1) annual shutdown and four (4) service inspections per year. CONTRACTOR shall:

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

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

4.4.3 Paint all equipment as needed to prevent and protect against corrosion and deterioration.

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

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

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

4.4.7 Repair the device by the addition of replacement parts, should the above maintenance not be adequate.

4.4.8 Replace the device should the above maintenance not be adequate.

4.4.9 Tear down major pieces of equipment such as refrigeration compressors, water chillers, boilers, etc. and overhaul periodically based on accumulated operating hours, to prevent breakdowns and to improve operational conditions.

4.4.10 Test and cycle all equipment as a system after it has been cleaned, lubricated, adjusted and calibrated to assure that it operates to original design specifications.

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

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

4.4.13 CONTRACTOR shall perform spectrochemical analysis of refrigeration compressor oil to determine the concentration levels of each of the following chemicals:

Iron	Silver	Zinc
Lead	Tin	Calcium
Copper	Silicon	Barium
Chromium	Baron	Magnesium
Aluminum	Sodium	Titanium
Nickel	Phosphorus	Molybdenum
Cadmium	Antimony	

This analysis will consist on a minimum of the following four (4) tests:

Total Acid (ASTMD 664)

Viscosity (ASTMD 445)

Water Content (ASTMD 1744)

Total Solids (ASTMD 91)

Oil analysis shall be performed by the CONTRACTOR during spring start up and analyzed by a qualified laboratory. CONTRACTOR shall provide the CITY with a detailed written report.

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

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

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

4.5 **Water Treatment Systems:** Hot water system, steam system, chilled water system (open or closed), evaporative condensers, cooling towers, and chilled and hot water circulating pumps.

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

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

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

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

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

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

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

Drain system of existing water and chromed compound.

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

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

4.7 The CONTRACTOR will perform all of the general maintenance services listed below as they apply to the air filtration systems.

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

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

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

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

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

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

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

## **5. PART REPLACEMENTS**

5.1 All parts, components, or devices for the system as listed above that are worn or are not in proper operational condition, shall be repaired, and/or replaced with new parts, components, or rebuilt components by CONTRACTOR. No modification to the existing system will be made that will violate the U.L. Listing as a system.

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

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

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

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

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

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

5.8 CONTRACTOR shall provide to the CITY any manufacturer's or installer's warranty on any new equipment installed by CONTRACTOR.

5.9 If a rebate or refund is available, the CONTRACTOR shall take advantage of said offer on behalf of the CITY and shall pass along the full rebate/refund to the CITY and shall not profit directly from any rebate or refund.

## **6. MONITORING**

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

6.2 Alarms and errors with equipment or system detected through remote monitoring will be addressed by the CONTRACTOR immediately if it is determined to be an emergency. If the alarm or error is determined not to be an emergency, the CONTRACTOR shall address the alarm or error the follow business day during normal working hours. Any alarms or errors detected should be included in the monthly report along with what steps were taken to clear the alarm or error.

6.3 CITY's IT Department will provide the CONTRACTOR access to the monitoring system for the equipment or system associated with the assigned building group.

## **7. TERM OF CONTRACT**

7.1 This Maintenance and Repair Agreement will be for a period of **12 months** commencing on July 1, 2023, and terminating on June 30, 2024. CITY shall terminate this contract with or without cause upon written notification to the CONTRACTOR at least thirty (30) days prior to termination.

7.2 At the end of the initial contract period, this contract may be extended for a period not to exceed an additional 12 months. At the end of the first 12-month extension period, this contract may be extended for an additional period not to exceed 12 months. Parties shall notify each other at least thirty (30) days in advance of the termination date with their desire for the upcoming year. All other conditions, as in the original contract, shall remain as set out in the original agreement. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect for the term of the extension. In no case shall this agreement continue beyond June 30, 2026.

## **8. BILLING**

8.1 CONTRACTOR provided as part of his/her proposal a completed Price Sheet. Price Sheet includes an hourly rate plus the CONTRACTOR's mark-up on the cost for materials, supplies, and parts. This agreement is considered a "cost plus" contract. Therefore, incorporated into this agreement is **Attachment 'A' Price Sheet**.

8.2 Invoices shall be submitted to the CITY on a monthly basis, with the monthly report, no later than the 15<sup>th</sup> of the following month. Invoices shall include details such as the number of hours worked per location and if applicable, reference a work order number or service call report and line items for materials and supplies. All invoices must include copies of 3<sup>rd</sup> party material/ supply invoices. Failure to submit invoices by the 15<sup>th</sup> will result in a delay in payment. Any monthly invoices submitted more than forty-five (45) days after the last day of the month, may be subject to denial by the CITY.

8.3 Should any major components of any system be replaced by the CITY, CONTRACTOR shall not invoice the CITY for any service and repair of the new equipment that is covered by the manufacturer's or installer's warranty.

## **9. MISCELLANEOUS**

9.1 This contract is neither transferable nor assignable. Direct employees of CONTRACTOR shall perform all work unless approved to subcontract per paragraph 1.4. CONTRACTOR shall not transfer nor assign any responsibility for any tasks performed by CONTRACTOR or subcontractor under this agreement. If subcontracting is approved, the CONTRACTOR shall not benefit financially in any way. The CONTRACTOR will invoice the CITY at the CONTRACTOR's rate as show in the attached price sheet. CONTRACTOR shall be fully responsible for any moneys owed to the subcontractor for work performed under this agreement.

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

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



9.4 CONTRACTOR shall be responsible for making an equipment list to include serial and model numbers of all major equipment located in the buildings covered in this agreement. The serial and model number of equipment installed after contract is awarded will be updated by the CONTRACTOR and a updated list given to the CITY. CONTRACTOR will submit the equipment list to the CITY no later than ninety (90) days after contract is awarded.

9.5 City Buildings and locations covered under this agreement are listed in **Attachment 'B' Building Groups** and therefore incorporated into this agreement. CONTRACTOR will only be responsible for buildings listed in the Building Group assigned to CONTRACTOR. There may be multiple contractors obligated under this agreement but only one contractor per Building Group.

9.6 Incorporated into this agreement is **Attachment 'C' Request for Qualifications and References**.

**- Signature Page Follows -**

**SIGNATURE PAGES**

CITY OF LAWTON, OKLAHOMA  
A Municipal Corporation

\_\_\_\_\_  
STANLEY BOOKER, MAYOR

ATTEST:

\_\_\_\_\_  
DONNALYNN BLAZEK-SCHERLER CITY CLERK

APPROVED as to form and legality on behalf of the City of Lawton, Oklahoma, this \_\_\_\_\_ day  
of \_\_\_\_\_, 2024.

\_\_\_\_\_  
CITY ATTORNEY

**Building Group #1**

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Company Name

---

Authorized Representative's Signature

---

Contact Phone Number

---

Printed Name

---

Title

**Building Group #2**

---

Company Name

---

Authorized Representative's Signature

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Contact Phone Number

---

Printed Names

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Title

**Building Group #3**

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Company Name

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Authorized Representative's Signature

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Contact Phone Number

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Printed Name

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Title

**Building Group #4**

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Company Name

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Authorized Representative's Signature

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Contact Phone Number

---

Printed Name

---

Title

**Building Group #5**

---

Company Name

---

Authorized Representative's Signature

---

Contact Phone Number

---

Printed Name

---

Title

**Attachment 'A'**

Bid Number: CL24-020

Bid Title: HVAC Services

Vendor Name: \_\_\_\_\_

(please completed above information)

**Price Sheet**

(must be completed and returned with the bid)

Area Descriptions	<u>Monthly Cost to Provide Requested Services</u>
<b>Building Group #1</b> City Hall Annex, Carnegie Library/Town Hall, Lawton Public Library, Branch Library, Patterson Center, HC King Center and Owens Center	Normal Working Hour Rate \$ _____ /hr After Hour Rate \$ _____ /hr Material Mark-Up _____ %
<b>Building Group #2</b> Fire Prevention, Central Fire Station, Fire Station #2, Fire Station #3, Fire Station #4, Fire Station #5, Fire Station #6, Fire Station #7 and Fire Station #8	Normal Working Hour Rate \$ _____ /hr After Hour Rate \$ _____ /hr Material Mark-Up _____ %
<b>Building Group #3</b> Public Works Admin, Survey/Inspector, Animal Shelter, Solid Waste/Streets /Stormwater, Electronic Maintenance, Vehicle Maintenance, Building Maintenance, Park Maintenance, Water Distribution, SSTD/Sewer Construction, WWC/WWM, Sewer Construction, Landfill Equip Maintenance and Scale House	Normal Working Hour Rate \$ _____ /hr After Hour Rate \$ _____ /hr Material Mark-Up _____ %
<b>Building Group #4</b> McMahan Auditorium, Museum of the Great Plains, City Hall and Public Safety Building/ Fire Station #1	Normal Working Hour Rate \$ _____ /hr After Hour Rate \$ _____ /hr Material Mark-Up _____ %
<b>Building Group #5</b> Wastewater Treatment Plant & Admin, Medicine Park Water Treatment Plant, Ellsworth Pump Station, Southeast Water Treatment Plant, Pump Station #1, Pump Station #2, Pump Station #3, Pump Station #4 and Chlorine Buster Station	Normal Working Hour Rate \$ _____ /hr After Hour Rate \$ _____ /hr Material Mark-Up _____ %

Normal Work Hours if different than 8am-5pm M-F \_\_\_\_\_ am-\_\_\_\_\_ pm \_\_\_\_\_ - \_\_\_\_\_

Any questions pertaining to the attached specifications, please contact Larry Parks at 580-581-3400 or larry.parks@lawtonok.gov

**Notes:**

1. This is a requirements contract.
2. There are insurance requirements for this contract.
3. 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.**



## Attachment 'B'

### **Building Group #1**

City Hall Annex	102 SW 5th Street
Carnegie Library/Town Hall	427 SW B Avenue
Lawton Public Library	110 SW 4th Street
Branch Library	1304 NW Kingswood Road
Recreation Centers:	
Patterson Center	4 NE Arlington Avenue
HC King Center	1705 NW 20th Street
Owens Multipurpose Center	1405 SW 11th Street

### **Building Group #2**

Police and Fire:	
Fire Prevention	1701 SW Lee Boulevard
Central Fire Station	623 SW D Avenue
Fire Station #2	2735 SW 17 <sup>th</sup> Street
Fire Station #3	901 NE Rogers Lane
Fire Station #4	2409 NW Cache Road
Fire Station #5	1 NW 53 <sup>rd</sup> Street
Fire Station #6	312 SE 45 <sup>th</sup> Street
Fire Station #7	801 NW 82 <sup>nd</sup> Street
Fire Station #8	6006 SW Bishop Road

### **Building Group #3**

Public Works Yard: (see attached a map)	
Public Works Admin Bldg	2202 SW 3rd Street
Survey/Inspector Bldg	2202 SW 3rd Street
Animal Shelter	2100 SW 6th Street
Solid Waste/Streets/Stormwater Bldg	2100 SW 6th Street
Electric Maintenance Bldg	2100 SW 6th Street
Vehicle Maintenance Bldg	2100 SW 6th Street
Building Maintenance Bldg	2100 SW 6th Street
Park Maintenance Bldg	2100 SW 6th Street
Water Distribution Bldg	2100 SW 6th Street
SSTD/Sewer Construction Bldg	2100 SW 6th Street
WWC/WWM Division Bldg	2100 SW 6th Street
Sewer Construction Maintenance Bldg	2100 SW 6th Street
Landfill: (see attached map)	
Equipment Maintenance Bldg	
Scale House Building	

### **Building Group #4**

McMahon Auditorium	801 NW Ferris Avenue
Museum of the Great Plains	601 NW Ferris Avenue
City Hall	212 SW 9th Street
Public Safety Building/Fire Station #1	100 S Railroad Street

### **Building Group #5**

Wastewater Treatment Plant & Admin Bldg	8104 SE 15th Street, Lawton (approx. 7 miles SE of Lawton)
Medicine Park Water Treatment Plant	82 E Lake Drive, Medicine Park (approx. 12 miles NW of Lawton)
Ellsworth Pump Station	off of Bonnifield Road, Elgin (34.794159, -98.368974) (approx. 12 miles NW of Lawton)
Southeast Water Treatment Plant	4596 SE 15th Street, Lawton (just SE of Lawton)
Pump Station #1	6721 NW Atlanta Avenue (mostly heating and exhaust systems)
Pump Station #2	3720 NE Cache Road (mostly heating and exhaust systems)
Pump Station #3	6721 NW Atlanta Avenue (mostly heating and exhaust systems)
Pump Station #4	18900 State HWY 49, Lawton OK 73507 (mostly heating and exhaust systems)
Chlorine Buster Station	6721 NW Atlanta Avenue (mostly heating and exhaust systems)

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                  <input type="checkbox"/> C Corporation                  <input type="checkbox"/> S Corporation                  <input type="checkbox"/> Partnership                  <input type="checkbox"/> Trust/estate         </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____         </p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____         </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
				-					
<b>or</b>									
<b>Employer identification number</b>									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a) 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup> The grantor*
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## What is Bidnet Direct?

State and local government agencies throughout the State of Oklahoma, like the [City of Lawton](#), utilize Bidnet Direct for distribution of solicitations - including documents and addendum, vendor management and award management. Many participating agencies also utilize the electronic bid submission option for vendors to submit responses directly online through the platform. In addition, our content team of researchers visits thousands of agency websites, newspapers, and other locations to aggregate open solicitations from non-participating agencies to alert registered vendors of matching opportunities.

## How do I register on Bidnet Direct to receive City of Lawton’s business opportunities?

Registration on Bidnet Direct is done online. To receive notifications of matching the City of Lawton business opportunities, simply register [here](#).

## What are the registration options?

There are 4 types of registration options.

When you register, you are registering for access to not only the [City of Lawton](#)’s open solicitations, but also solicitations from other participating agencies throughout Oklahoma.

Group, Statewide, and Federal options will provide you with automated notifications of participating agency matching bids and, additionally, all statewide matching government bids and/or Federal Bids.

Free registration will allow you to access documents, respond to electronic bids and more; The City of Lawton has a special arrangement where **you will receive notifications** of matching solicitations and addenda even when selecting the Free, Limited Access package.

<b>Limited</b> <b>\$0</b>	<b>Group Agencies</b> <b>\$9/month</b> <i>billed annually</i>	<b>State &amp; Local</b> <b>\$36/month</b> <i>billed annually</i>	<b>Federal, State &amp; Local</b> <b>\$45/month</b> <i>billed annually</i>
<ul style="list-style-type: none"> <li>✓ Member agency bids</li> </ul>	<ul style="list-style-type: none"> <li>✓ Member agency bids</li> <li>✓ Daily notifications</li> <li>✓ Advanced search</li> </ul>	<ul style="list-style-type: none"> <li>✓ Member agency bids</li> <li>✓ Daily notifications</li> <li>✓ Advanced search</li> <li>✓ State &amp; local bids</li> </ul>	<ul style="list-style-type: none"> <li>✓ Member agency bids</li> <li>✓ Daily notifications</li> <li>✓ Advanced search</li> <li>✓ State &amp; local bids</li> <li>✓ Federal bids</li> </ul>



## **What information do I need to register on Bidnet Direct?**

Basic registration requires key contact information for your company's main user, such as company name, address, and phone number. Once you have completed the basic registration, you will receive an email to verify your account information. After your account is verified, you will be prompted to complete additional information, including NIGP Category code selections and any applicable Disadvantage Business Enterprise (DBE) or Small Business (SB) certification information. You can start the [registration process here](#).

## **Will I be able to download documents?**

Yes, all registered vendors can download documents from the [City of Lawton](#) along with other participating agency documents attached to matching solicitations.

## **I am having trouble registering or have a Bidnet Direct question, who can I contact for assistance?**

Bidnet Direct's Vendor Support team is available M-F from 7 a.m. – 7 p.m. CT. You can contact us at (800) 835-4603, option 2 or [support@bidnet.com](mailto:support@bidnet.com).