



City of Lawton

City Council

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

Tuesday, May 27, 2025

6:00 PM

Lawton City Hall
Wayne Gilley Auditorium

Meeting Called to Order with Invocation and Pledge of Allegiance

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

Roll Call

Presentation

1. Certified Healthy Community Certificate Presentation
2. Employee Spotlight Award: Michell Rosario
3. Receive a report from Marie Detty regarding the Children's Emergency Resource Center program.
4. Recognition to Chief James Smith, Lawton Police Department

Reports: Mayor/City Council/City Manager

Audience Participation

Lawton citizens who have completed a Request to Speak Form and wish to address business not listed on the agenda may step forward at this time.

To ensure compliance with the Oklahoma Open Meeting Act, the Mayor and Council will receive comments but will NOT engage in direct responses. However, they may refer matters to the appropriate department or individual for further consideration and follow-up action.

To participate, speakers must submit a Request to Speak Form to the City Clerk and reside within the Lawton city limits. Each speaker is allotted 3 minutes, with a maximum of 9 minutes per topic, and Audience Participation is limited to 30 minutes total. All participants are expected to follow the Rules of Decorum as outlined in Council Policy 1-6.

Consent Agenda

The following items are considered to be routine by the City Council and will be enacted with one motion. Should discussion be desired on an item, that item will be removed from the Consent Agenda prior to action and considered separately.

5. Consider the following tort claim recommended for approval: Bernard Hogan Jr., in the amount of \$10,980.73, and approve a resolution authorizing the filing of a friendly suit and confessing judgment in said amount.
6. Consider the following tort claims recommended for denial: Keith Roberts in the amount of \$92,000.00, LaNeal Pewewardy in the amount of \$9,500.00.
7. Consider approving a resolution amending the City of Lawton FY25 budget, as amended, by appropriating \$120,000.00 to the Health Insurance Fund for payment of insurance premiums, \$1,110.00 to the Officer Training Fund for court administrative fees due to the General Fund, and \$13,116,000.00 to the 2019 Capital Improvement Fund for projects funded by the Oklahoma Business Expansion Incentive Program and the DWSRF 2023C Loan.
8. Consider approving a Resolution amending the City of Lawton FY25 budget, as amended, by appropriating a transfer of \$484,423.70 from the General Fund to the CDBG Fund in accordance with the direction from City Council made on January 28, 2025, and appropriate the same \$484,423.70 to the CDBG Fund for repayment of funds to HUD.
9. Consider and take action with respect to Resolution No. 25-____ of the City of Lawton, Oklahoma approving action taken by the of the Lawton Water Authority amending the water rate for Goodyear Tire and Rubber Company and adopting the amended fee schedule.
10. Consider adopting a Resolution of Necessity for the acquisition of real properties for the US-62 Interchange Project at Goodyear Boulevard, Project #EN2104.
11. Consider renewing a professional services agreement retaining the law firm of Hawkins, Delafield & Wood LLP as Disclosure Counsel in connection with the issuance of the City's General Obligation and other Bonds that must comply with applicable municipal securities regulations, including continuing disclosure requirements regarding the City's financial statement and annual financial information/operating data relating to each Bond Issue.
12. Consider approving the retainer agreement with James C. Ferguson of Walker, Ferguson, Ferguson and Derouen at a reduced rate for this fiscal year of \$135.00 per hour, for the defense of workers' compensation claims and authorize the Mayor and City Clerk to execute the agreement.
13. Consider approving an agreement for professional services between the City of Lawton and Farzaneh Law Firm, PC for their expertise relating to employment visas for select City of Lawton employees and authorize the Mayor and City Clerk to execute the Agreement.

14. Consider approving an agreement for professional services between the City of Lawton and Dunlap Coddling, P.C., for their expertise in trademark searches and trademark applications and authorize the Mayor and City Clerk to execute the agreement.
15. Consider renewing the professional services agreement with McAfee & Taft for legal services related to the City's pension system, employment/labor related issues and other areas as requested by the City, and authorize the Mayor and City Clerk to execute the Agreement.
16. Consider authorizing the City Council and Mayor to enter into a required Microsoft Agreement, which allows continued use of our current Microsoft 365 Electronic Mail Service and Office applications, and accept an updated pricing proposal from United Data Technologies to purchase Microsoft 365 Electronic Mail and Productivity Software as a Service (SaaS), and authorize the execution of all appropriate documents.
17. Consider approving annual agreement renewal between the City of Lawton and the Lawton CrimeStoppers, Inc.
18. Consider approving the renewal of an annual agreement between the City of Lawton and Comanche County - County Commissioners for the purpose of providing financial assistance to the County to assist with maintaining and operating the Comanche County Regional Juvenile Detention Center.
19. Consider approving a memorandum of understanding with the Board of County Commissioners of Comanche County, Oklahoma, authorizing the Lawton Police Department to assist with the transportation of Comanche County Regional Juvenile Detention Center residents in the event of an emergency situation that renders the detention center unable to sustain operations and necessitates the relocation of its base of operations.
20. Consider approving the annual Children's Emergency Resource Center agreement between the City of Lawton and the Marie Detty Youth and Family Services Center, Inc. for the continued establishment and operation of a program for juvenile misdemeanor offenders.
21. Consider approving the Mutual Aid Agreement (MAA) between Sheppard Air Force Base and the City of Lawton Fire Department for the benefit of fire protection as defined in the agreement.
22. Consider awarding a construction contract to Sewell Bros., Inc. on Project EN2204-Bridges & Approaches, SW 11th St over Wolf Creek & Wolf Creek Overflow in the amount of \$2,603,588.47.
23. Award contract CL25-024 Sulfuric Acid, a chemical used in water treatment

for potable use, to the lowest responsive bidder, Gasochem International of Houston, Texas, as the primary vendor, and Univar Solutions of Dover, Florida, as the secondary vendor.

24. Consider extending contract CL24-021 Bulk Fuel Delivery with Glenn Oil Company for Lakes Lawtonka and Ellsworth sites, Landfill, Medicine Park Water Treatment Plant, Wastewater Treatment Plant, and all emergency generator sites.
25. Consider extending the contract (CL24-020) HVAC Services with T&M Solutions, LLC and Miller Noble Heating & Air Conditioning.
26. Consider and take action in approving Change Order no. 1 reducing the contract by \$166,900 and adding 163 days to the project time, accepting the project in the final contract amount of \$1,799,100 and placing the maintenance bond into effect for the Medicine Park Water Treatment Plant Filter Improvements PU2314 as constructed by Howard Construction, INC.
27. Consider and acknowledge receipt of Permit No. SL000016241051 for the construction of Belmont Liftstation and Forcemain Project PU2405 from the Oklahoma Department of Environmental Quality.
28. Consider extending contract RFPCL23-031 Workers' Compensation Administrative Services with United Safety and Claims, Inc. of Tulsa, OK for an additional year.
29. Consider extending contract RFPCL23-032 Temporary Employment Services to Express Employment Professional of Edmond, OK for an additional year.
30. Consider rejecting all bids for RFPCL25-017 Dry Stall Structure at Lake Lawtonka – Robinsons Landing.
31. Consider the implementation of recommended traffic control devices in the form of a forced turn island at the intersection of NW Cache Rd NW 23rd Street, on the north side of the intersection.
32. Consider accepting a grant up to \$70,000.00 to the Library from The Priddy Foundation to be designated for operational support and authorizing the Mayor to sign the contract and any reporting paperwork required.
33. Consider approving the Claims List for April 18, 2025 through May 15, 2025.
34. Consider approving the minutes of the May 13, 2025 City Council Meeting.

Business Items

35. Hold a public hearing to receive input from the citizens of Lawton regarding

the City of Lawton's proposed budget for fiscal year 2026, and, after due consideration of the City Manager's proposals and citizens' input thereon, provide direction to finalize the budget or take action to approve the budget (with any revisions) by resolution as deemed appropriate.

36. Receive and discuss funding recommendations concerning the City's Hotel/Motel Tax Fund, and receive direction to adopt, modify or revise said recommendations concerning the staff's FY26 hotel/motel tax recommended expenditure list.
37. Consider approving a resolution repealing Resolution 93-68, authorizing the transfer of the existing fund balances and establishing an effective date.
38. Consider an ordinance pertaining to Stormwater and Floodplain Management, amending Section 19A-1-1-106 and 19Aa-1-1-107, both in Division 19A-1-1, and Section 19A-1-2-124, Division 19A-1-2, all in Article 19A-1, Chapter 19, Lawton City Code 2015 by updating the account that drainage in-lieu-of on-site detention fees are collected, modifying the responsibilities of the Stormwater Drainage Advisory Committee, establishing the purposes of the Stormwater Maintenance Fee, providing for severability and establishing an effective date.
39. Consider a resolution amending Article A-22-1, Chapter A-22, Appendix A, Schedule of Fees and Charges, Lawton City Code, 2015, pertaining to Utilities, by merging the Stormwater Management and Drainage Maintenance fees together and not increasing the fee.

Executive Session

40. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the status of an ongoing investigation concerning CDBG funds and other Housing Division related matters, and if necessary, take appropriate action in open session.
41. Pursuant to Section 307B.1, Title 25, Oklahoma Statutes, consider convening in executive session to review the employment of John Ratliff as City Manager, and in open session take other action as necessary.

Adjournment

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

Item Title:

Certified Healthy Community Certificate Presentation

Initiator: Larry Parks, Director

Information Source: Charlotte Brown, Deputy Director

Background:

The City of Lawton has once again been recognized as a Certified Healthy Community, earning the Excellent certification for the 9th time in the last 10 years. The one year we did not receive the Excellence rating, we received a Merit rating. This prestigious designation highlights Lawton's continued dedication to fostering a healthier environment for its residents through policies and programs that promote well-being.

Correlation to the True North Statement:

We do everything for the Citizens.

Exhibit:**Key Issues:**

n/a

Funding Source:

n/a

Staff Recommended Council Action:

Recieve the presentation for Certified Healthy Oklahoma 2024.

ATTACHMENTS:

None

Item Title:

Employee Spotlight Award: Michell Rosario

Initiator: Craig Akard, Director

Information Source: John Ratliff, City Manager

Background:

Michell Rosario acted swiftly in calling 911 and staying by the side of one of our citizens and providing comfort after the citizen accidentally accelerated in her vehicle instead of braking. The driver struck 3 cars and was visibly upset and Michell stayed with her until a relative came to pick her up. There was one person at the scene taken by ambulance to the hospital and Michell reassured the citizen that everything was going to be alright.

Correlation to the True North Statement:

Taking care of our citizens was Michell's priority after the accident occurred. She made sure that proper authorities were called, there were no life-threatening injuries and stayed calm during the time that she was comforting the driver. She put the citizens first.

Exhibit:

Employee Spotlight Award Nomination Form and email from Julia Mantzke

Key Issues:

N/A

Funding Source:

N/A

Staff Recommended Council Action:

No Action

ATTACHMENTS:

1. Michell Rosario Spotlight

EMPLOYEE SPOTLIGHT AWARD NOMINATION FORM

Nominee: Michell Rosario Position: Events and Outreach Coordinator Date: 4/16/2025

Division: Arts and Humanities

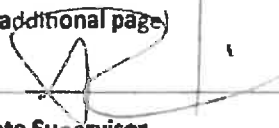
Department: City Manager

List specific reasons why you have nominated this employee. Relate specific incidents that will aid the EAC in reaching a decision to select this employee for a Spotlight Award.

On Thursday, April 16th, Mrs. Marilyn LaFavor reached out to the City of Lawton to report her sincere gratitude and appreciation for the actions taken by Michell Rosario during an emergency situation that occurred on Wednesday, April 9th. During the incident "Mrs. LaFavor accidentally accelerated instead of braking, resulting in the damage to three cars, and one citizen was taken away in an ambulance." Michell immediately called 922 and attended to those on the scene. Mrs. LaFavor stated that Michell's attentiveness truly assisted in keeping the situation calm amid the trauma. Please see attached email from Mrs. Marilyn LaFavor.

(If additional space is required attach an additional page)

Name of Nominator: Jason Poudrier

Signature: 

Please forward to Nominee's Immediate Supervisor

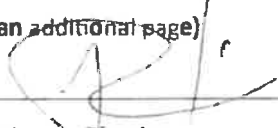
THIS SECTION TO BE COMPLETED BY NOMINEE'S IMMEDIATE SUPERVISOR

Please provide your comments regarding the nominee and the information submitted on his/her behalf.

We are thankful to have Michell Rosario as part of our Arts and Humanities team. She is an individual that dedicates herself to the success of our division and willingly shares her multitude of talents in support of City of Lawton Events and Community Special Events. She is someone who when given direction takes action and makes things happen. It is not a surprise to me that Michell would be so helpful in such a situation, I am thankful that the individual reached out to the City of Lawton to notify us of the positive impact Michell had on the unfortunate circumstances.

(If additional space is required attach an additional page)

Name of Supervisor: Jason Poudrier

Signature: 

Please forward to Nominee's Department Director

THIS SECTION TO BE COMPLETED BY NOMINEE'S DEPARTMENT DIRECTOR

Please provide your comments regarding the nominee and the information submitted on his/her behalf.

(If additional space is required attach an additional page)

Name of Director: Larry Parks

Signature: Larry A. Parks

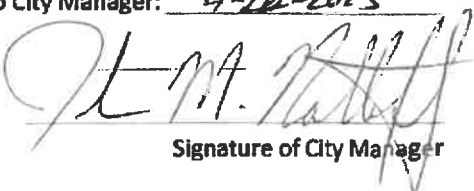
Please forward to Human Resources

THIS SECTION TO BE COMPLETED BY HUMAN RESOURCES

Date received: 4-16-2025

Date submitted to City Manager: 4-22-2025

Action taken by City Manager: Approved


Signature of City Manager

From: Julia Mantzke <julia.mantzke@lawtonok.gov>
Sent: Wednesday, April 16, 2025 11:25:02 AM
To: City Council - Mayor <mayor@lawtonok.gov>
Cc: John Ratliff <john.ratliff@lawtonok.gov>; Donalynn Blazek-Scherler <donalynn.blazek-scherler@lawtonok.gov>
Subject: Recognition of Michelle Rosario's Exceptional Care

Good mid-morning,

I wanted to share a wonderful experience that a citizen, Mrs. Marilyn LaFavor, had recently. She reached out to express her appreciation for the help she received from Michelle Rosario after being involved in an accident in the parking lot of JoAnne's Fabrics.

During the incident, Mrs. LaFavor accidentally accelerated instead of braking, resulting in damage to three cars. Michelle noticed the situation and kindly approached her to check on her well-being. Mrs. LaFavor mentioned that Michelle's presence was incredibly comforting; she stayed with her, provided reassurance, and attended to her needs during this very stressful time. Her attentiveness truly helped keep Mrs. LaFavor calm amid the trauma.

Mrs. LaFavor was also concerned for another citizen who was taken away in an ambulance. Michelle assured her that the individual would receive great care and encouraged her to relax and stay calm. Mrs. LaFavor expressed that Michelle went above and beyond, and she deserves recognition for her compassion and dedication.

She is inquiring about the possibility of recognizing Michelle for her outstanding efforts and asked if there is a "Good Samaritan" Award available.

Let's ensure that Michelle receives the recognition she deserves for her exemplary actions that reflect the spirit of community care in Lawton.

Marilyn LaFavor

(580) 284-8815

Respectfully,

J. Mantzke!
CITY COUNCIL RELATIONS LIAISON
Mayor's Office



Do more of what you love

Item Title:

Receive a report from Marie Detty regarding the Children's Emergency Resource Center program.

Initiator: John Ratliff, City Manager

Information Source: Kerrie Mathews, Marie Detty Youth & Family Services, Inc Executive Director

Background:

Marie Detty Youth & Family Services Executive Director Kerrie Mathews will present an update on the Children's Emergency Resource Center, a cornerstone program serving vulnerable youth in the Lawton-Fort Sill community. The Children's Emergency Resource Center provides early intervention, structured guidance, and rehabilitative services specifically designed for juveniles who have committed misdemeanor offenses. These services are especially critical because they serve as a constructive alternative to juvenile detention, helping to reduce recidivism and improve outcomes for at-risk youth. The program not only supports individual development but also promotes public safety and stronger family dynamics.

Executive Director Mathews' report will provide insight into the program's recent outcomes

Correlation to the True North Statement:

Safe Community

Exhibit:**Key Issues:****Funding Source:****Staff Recommended Council Action:**

No Action- Presentation Only

ATTACHMENTS:

None

Item Title:

Recognition to Chief James Smith, Lawton Police Department

Initiator: John Ratliff, City Manager

Information Source: John Ratliff, City Manager

Background:

The Oklahoma Association of Chiefs of Police (OACP) awarded Lawton Chief James Smith with the 2025 Large Agency Chief of the Year at the annual banquet on May 22nd.

This prestigious award is presented to any Oklahoma Chief Law Enforcement Officer who has distinguished themselves in a commendable manner and serves a population of over 10,000.

Chief Smith joined the Lawton Police Department in 2012. During his tenure, he has established multiple programs for his department that has raised morale, well-being and support of personnel.

OACP Executive Director Steve Whitlock states that "Chief Smith is a stellar example for Oklahoma Law Enforcement and the community he serves. We could not think of anyone more deserving that him for this award."

Chief Smith was also honored with the prestigious William "Bill" Tilghman Award by the Oklahoma Law Enforcement Museum Hall of Fame in 2024.

Congratulations to Chief Smith!

Correlation to the True North Statement:**Exhibit:****Key Issues:****Funding Source:****Staff Recommended Council Action:**

Presentation Only- No Action

ATTACHMENTS:

None

Item Title:

Consider the following tort claim recommended for approval: Bernard Hogan Jr., in the amount of \$10,980.73, and approve a resolution authorizing the filing of a friendly suit and confessing judgment in said amount.

Initiator: Timothy Wilson, Interim City Attorney

Information Source: Garrett Lam, Assistant City Attorney

Background:

The listed claim has been filed against the City of Lawton with the City Clerk. The claims have been investigated by the staff and legal opinions/recommendations have been prepared by the City Attorney's Office.

Correlation to the True North Statement:**Exhibit:**

Legal Opinion/Recommendations

Key Issues:

N/A

Funding Source:

N/A

Staff Recommended Council Action:

Approve the claim listed above and approve the resolution authorizing the filing of a Friendly Suit and confess judgment.

ATTACHMENTS:

1. DC-2025-013, Hogan, Bernard Jr. - Memorandum
2. DC-2025-013, Hogan, Bernard Jr. - Resolution and Warrant of Attorney



OFFICE OF THE CITY ATTORNEY

CLAIMS MEMORANDUM #DC-2025-013

TO: Mayor and Council

FROM: Garrett Lam
Assistant City Attorney 

DATE: May 9, 2025

MEETING: May 27, 2025

RE: Damage claim of
Bernard Hogan Jr.
2226 SW Oxford Drive
Lawton, Oklahoma 73505

Submitted in the amount of \$11,122.96 on March 27, 2025

RECOMMENDATION: Approval in the amount of \$10,980.73

BASIS OF CLAIM: Bernard Hogan Jr. is the owners of a 2019 Nissan, Altima, Platinum, that was operated by Mary Moore on March 3, 2025, when a City of Lawton employee, driving a City of Lawton dump truck attempted to change lanes and struck claimant's 2019, Nissan, Altima causing damage to the vehicle in the amount of \$11,122.96. Bernard Hogan Jr. submitted two estimates for the repair of the vehicle, one from Guy's Body Shop in the amount of \$10,980.73, and the other from R.B. Customs LLC., in the amount of \$11,122.96.

DATE OF DAMAGE: March 3, 2025

FACTS: According to the Official Oklahoma Traffic Collision Report, unit 1 (City employee) was in the west bound inside lane on SW Lee Boulevard and 16th Street and attempted to change lanes when he struck unit 2 (Mary Moore). Unit 1 stated he did not see unit 2 and that it must have been in his blind spot. Unit 2 (Mary Moore) stated she was also traveling west bound on SW Lee Boulevard in the outer lane when she was suddenly struck by unit 1. No injuries were reported at the scene. According to the City of Lawton Motor Vehicle Damage Report, it was recommended that 3 points be assessed against the City of Lawton employees, City driving record.

LEGAL BASIS FOR APPROVAL OF CLAIM: In Oklahoma, it is the duty of every operator of a vehicle to exercise ordinary care in keeping a lookout consistent with the safety of

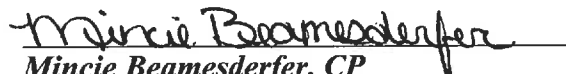
other vehicles, property, and persons. Rosamond v. Reed Roller Bit Co., 292 P.2d 373 (Okla. 1955); Townley's Dairy v. Creech, 476 P.2d 79 (Okla. 1970). Ordinary care is defined in Oklahoma Statutes, Title 25, Section 4 and further explained in the Oklahoma Uniform Civil Jury Instructions Section 9.3 as “the care which a reasonably careful person would use under the same or similar circumstances.” Title 25 O.S. Section 4 and the Oklahoma Uniform Civil Jury Instructions Section 9.2 define negligence as the failure to exercise ordinary care to avoid injury to another's person or property.

This office recommends approval of this claim because in this instance:

1. The city employee could be found to have breached his duty to maintain a proper lookout consistent with the safety of other vehicles and this breach of duty may constitute negligence for which the city may be held liable.

The recommended approval amount is \$10,980.73, which is the low estimate that was submitted with his claim.

GARRETT LAM
ASSISTANT CITY ATTORNEY


Mincie Beamesderfer, CP
Claims Investigator

RESOLUTION NO. 25-_____

A RESOLUTION AUTHORIZING AND DIRECTING THE ASSISTANT CITY ATTORNEY TO ASSIST BERNARD HOGAN JR. IN FILING A FRIENDLY SUIT IN THE DISTRICT COURT OF COMANCHE COUNTY, OKLAHOMA, AGAINST THE CITY OF LAWTON; AND AUTHORIZING THE ASSISTANT CITY ATTORNEY TO CONFESS JUDGMENT THEREIN IN THE AMOUNT OF TEN THOUSAND NINE HUNDRED EIGHTY AND 73/100 DOLLARS (\$10,980.73).

WHEREAS, on March 3, 2025, a City of Lawton employee driving a City of Lawton vehicle attempted to change lanes and struck Bernard Hogan Jr.'s, 2019 Nissan, Altima vehicle, causing damage in the amount of \$10,980.73, as stated in his claim, which was filed with the City Clerk against the City of Lawton on March 27, 2025; and,

WHEREAS, it would be in the best interest of the City of Lawton to settle the claim by filing a friendly suit in the District Court of Comanche County and confess judgment therein.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Lawton, Oklahoma, that the Assistant City Attorney is hereby authorized and directed to assist Bernard Hogan Jr. in bringing suit in the District Court of Comanche County, Oklahoma, against the City of Lawton and to confess judgment therein in the amount of Ten Thousand Nine Hundred Eighty and 73/100 Dollars (\$10,980.73); and further, **BE IT RESOLVED** that the Mayor and City Clerk are hereby authorized to execute a written Warrant of Attorney directing the Assistant City Attorney to confess judgment against the City in said amount.

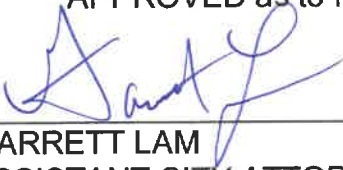
ADOPTED and APPROVED by the Council of the City of Lawton this 27th day of May, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this 27th day of May 2025.



GARRETT LAM
ASSISTANT CITY ATTORNEY

**WARRANT OF ATTORNEY
FOR MAKING CONFESSION OF JUDGMENT**

KNOW ALL MEN BY THESE PRESENTS:

That on May 27, 2025, by Resolution, the City Council of the City of Lawton, directed the Assistant City Attorney of the City of Lawton to waive the service of summons, to make a general appearance and to confess judgment in the District Court of Comanche County case to be styled:

BERNARD HOGAN JR. vs. CITY OF LAWTON, OKLAHOMA

CASE NO. CJ-2025-

in the amount of Ten Thousand Nine Hundred Eighty and 73/100 Dollars (\$10,980.73).

Said Resolution further directed the Mayor and City Clerk of the City of Lawton to execute this Warrant, and the execution of said Warrant by the Mayor and the attestation by the Clerk of the City of Lawton thereby authorized the Assistant City Attorney to confess aforesaid judgment in the amount of Ten Thousand Nine Hundred Eighty and 73/100 Dollars (\$10,980.73).

Dated this 27th day of May 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK


APPROVED as to form and legality this 27th day of May 2025.

GARRETT LAM
ASSISTANT CITY ATTORNEY

Item Title:

Consider the following tort claims recommended for denial: Keith Roberts in the amount of \$92,000.00, LaNeal Pewewardy in the amount of \$9,500.00.

Initiator: Timothy Wilson, Interim City Attorney

Information Source: Garrett Lam, Assistant City Attorney

Background:

The listed claims have been filed against the City of Lawton City Clerk. The claims have been investigated by the staff and legal opinions/recommendations have been prepared by the City Attorney's Office.

Keith Roberts: Claim in the amount of \$92,000.00 for property damage.
LaNeal Pewewardy: Claim in the amount of \$9,500.00 for property damage.

Correlation to the True North Statement:**Exhibit:**

Legal Opinions/Recommendations

Key Issues:

N/A

Funding Source:

N/A

Staff Recommended Council Action:

Deny the claims listed above.

ATTACHMENTS:

1. DC-2025-011, Pewewardy, LaNeal - Memorandum
2. DC-2025-012, Roberts, Keith - Memorandum



OFFICE OF THE CITY ATTORNEY

CLAIMS MEMORANDUM #DC-2025-011

TO: Mayor and Council

FROM: Garrett Lam
Assistant City Attorney

DATE: May 1, 2025

MEETING: May 27, 2025

RE: Damage claim of
LaNeal Pewewardy
1719 NW Kinyon Avenue
Lawton, Oklahoma 73505

Submitted in the amount of \$9,500.00 on March 25, 2025

RECOMMENDATION: Denial

BASIS OF CLAIM: La Neal Pewewardy is the owner of the property located at 1719 NW Kinyon Avenue, Lawton, Oklahoma. Mr. Pewewardy alleges over various past years, sewage has settled in his little house in the rear of his property. Claimant has submitted an estimate from JD Concrete Construction in the amount of \$3,000.00 for the concrete foundation that is cracked and an estimate from Black Sheep Renovations LLC in the amount of \$6,500.00 to replace damaged framing.

FACTS: According to Wastewater Collections Superintendent Glenn Hinton, Wastewater Collections received a sewer backup call on February 28, 2025, for 1719 NW Kinyon Avenue. A Wastewater Collections crew was dispatched the same day and cleared an obstruction of roots. Wastewater Collections Supervisor, Juan Ayala Jr., was on site and took pictures of a shed in the back yard that the resident claimed to be damaged by the sewer back up. It appeared to him to be damaged from a busted water line in the shed. On March 3, 2025, Wastewater Collections received another call, and the crew rodded the line approximately 44 feet to clear another obstruction of roots. Claimant did not report any damage at that time. Wastewater Collections did not have any notice regarding any other obstructions in the City's main, nor did a crew respond at any time in the past three (3) years to clear an obstruction in the City's main. **Wastewater records show no prior main history on the actual pipe segment or the first, second, or third pipe segments below in this location in the last three (3) years, based on the February 25, 2025 call.** None of the pipe segments appear on the SSES report.

LEGAL BASIS FOR DENIAL OF CLAIM: A tort is a legal wrong, independent of contract, involving violation of a duty imposed by general law, statute, the Constitution of the State of Oklahoma, or otherwise, resulting in a loss to any person, association or corporation as the proximate result of an act or omission of a political subdivision or the state or an employee acting within the scope of employment. 51 O.S. § 152 (17).

A municipality's tort liability is governed by the Oklahoma Governmental Tort Claims Act (GTCA), 51 O.S. § 151 *et seq.* Under the GTCA, a municipality is liable for its torts or the torts of its employees acting within the scope of their employment, subject to the limitations of the GTCA, and only in matters where a private person or entity would be liable for damages under the laws of the State.¹

In claims arising from a municipality's sanitary sewer system, the Oklahoma Supreme Court has held:

When a municipal corporation assumes the control and management of a sewer system which has been constructed by it and under its supervision, it is bound to use reasonable diligence and care to see that such sewer is not clogged with refuse and is liable for negligence in the performance of such duty to a property owner injured thereby **after reasonable notice** of the clogged condition of such sewer.

(emphasis added).²

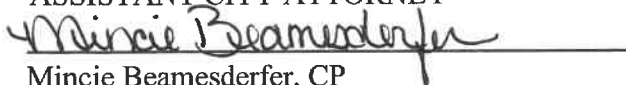
More recently, in *Crestwood Vineyard Church v. City of Oklahoma City*, the Oklahoma Court of Civil Appeals (COCA) considered prior cases and the definition of "reasonable notice." COCA held that reasonable notice in addition to customer complaints (i.e., *actual* notice), disputes of material fact might remain concerning *constructive* notice, specifically:

[W]hether the City nevertheless knew or should have known of a problematic condition in the pertinent city utility lines as a result of its own maintenance and inspection of those lines, or whether a problematic condition existed for a sufficient period of time for the City to be advised of its existence by the exercise of ordinary care.³

Here, there is no prior history on the actual pipe segment in question or the first, second, or third pipe segments below in the past three (3) years. Therefore, the City had no prior notice, actual or constructive, of a defective condition with the main. Therefore, the City is not liable for the damages that occurred.

In the future, if Claimant experiences a problem with the sewer line, it is advised that he notify Wastewater Collections/Maintenance at 580-581-3500, or if after hours or on weekends, at 580-581-3272. It is also recommended that the Claimant contact a private plumber to install a backflow preventer/backwater valve and ensure that no wipes and other problematic items be entered into the sewer system.

GARRETT LAM
ASSISTANT CITY ATTORNEY


Mincie Beamesderfer, CP
Claims Investigator

¹ 51 O.S. § 153 (A) & (B).

² *Oklahoma City v. Romano*, 1967 OK 191, 433 P.2d 924, ¶0 (Syllabus by the Court).

³ *Crestwood Vineyard Church v. City of Oklahoma City*, 2020 OK CIV APP 3, ¶11.



OFFICE OF THE CITY ATTORNEY

CLAIMS MEMORANDUM #DC-2025-012

TO: Mayor and Council

FROM: Garrett Lam
Assistant City Attorney

DATE: May 9, 2025

MEETING: May 27, 2025

RE: Damage claim of
Keith Roberts
7606 SW Cherokee Avenue
Lawton, Oklahoma 73505

A handwritten signature in blue ink, appearing to be "GL", is written over the name "Garrett Lam".

Submitted in the amount of \$92,000.00 on April 1, 2025

RECOMMENDATION: Denial

BASIS OF CLAIM: Keith Roberts purchased the property at 7606 SW Cherokee Avenue, Lawton, Oklahoma on or about February 11, 2025. On February 11, 2025, Barry Ezerski Real Estate, closed the utility services account. Claimant alleges between February 20th and February 21st, 2025, a water line froze and busted due to the City not disengaging the water valve to the City's main and caused damage to the house in the amount of \$92,000.00. Claimant has submitted an estimate from Luxury Bath Texoma in the amount of \$30,025.00, to remove and replace kitchen counter tops, new upper and lower cabinets, backsplash, and remove and replace sheetrock, an estimate from Solid Plumbing in the amount of \$1,400.00 for water line repairs and to swap out valve to a Delta single handle faucet. Solid Plumbing also did a gas pressure test from the water heater to external valve and charged claimant \$299.00, along with a \$150.00 inspection fee. Claimant has submitted two estimates from Homesite Insurance Company for water remediation one in the amount of \$10,035.07 and another in the amount of \$8,846.30, the insurance company denied the claim because the pipes froze and busted due to the house not being winterized, by shutting off water supply and draining all systems and appliances of water or maintaining heat in the house.

DATE OF DAMAGE: February 20-21, 2025

FACTS: According to City of Lawton, Utility Services records, Barry Ezerski Real Estate was the account holder for 7606 SW Cherokee Avenue and on February 11, 2025, they requested that the account be terminated. The service representative entered the request into the computer, and a work order was submitted to the City of

Lawton, Field Services Division to disconnect water. The Field Services employee states on February 12, 2025, he turned the water off and entered a final reading into the computer system. Utility Services does not know who turned the water back on. On February 20, 2025, at 7:19 p.m. City of Lawton, 911 Dispatch received a call from a neighbor that water was coming out of the garage at 7606 SW Cherokee Avenue. Dispatch contacted the after hours, on-call individual at Water Distribution and the call was cleared at 7:29 p.m., According to the on-call Water Distribution employee he was in the middle of a main break in the process of shutting down the City's water main and could not immediately respond and told dispatch that he would turn the water off as soon as he could. According to Utility Services records the water was not turned off until the following morning, February 21, 2025, at approximately 9:00 a.m. Records indicate the water initially started running continuously at approximately 3:00 p.m. on February 20th, and stopped on February 21, 2025, at approximately 9:00 a.m. No water usage registered from the time Mr. Ezerski had the water turned off until the water started running on February 20th, 2025, although, the meter will not register usage until at least 10 gallons of water is used. Claimant submitted an invoice from Solid Plumbing, dated February 27, 2025, for a gas pressure test in the amount of \$299.00, with an inspection fee of \$150.00, for a total of \$449.00. According to the invoice he stated that he found a water leak in the wall behind the master bathroom shower on the hot and cold line and suspected valve damage. He also gave an estimate to swap out the valve to single handled Delta faucet and repair lines in the amount of \$1,400.00. On March 13, 2025, Claimant set up a water account and requested the water to be turned on. Claimant did not provide an invoice showing that he or Mr. Ezerski had the property winterized.

LEGAL BASIS FOR DENIAL OF CLAIM: Pursuant to Title 51, Oklahoma Statutes, §151 *et seq.*, municipalities are held accountable in the same manner as private entities or individuals for negligent acts or omissions that result in harm to others. However, negligence is never presumed, and **the burden of proving negligence and that it was the proximate cause of the harm complained of, is on the complaining party.** Oklahoma Ry. Co. v. Ivery, 204 P.2d 978 (Okla. 1949).

Under Oklahoma law, a private person or entity is guilty of negligence and liable for damages when the person (1) owes a duty of care to a plaintiff, (2) the person breaches that duty, and (3) the breach was the proximate cause of the plaintiff's injury.

The GTCA currently provides thirty-seven (37) categories of exemptions from liability for a political subdivision.* If the loss or claim results from one of the listed exemptions, the political subdivision **shall not** be liable. Those exemptions include:

Performance of or the failure to exercise or perform any act or service which is in the discretion of the state or political subdivision or its employees;†

City of Lawton Ordinance 22-2-1-206 – Restrictions Established. A. The following rules and restrictions for the governance of consumers are hereby established: 2. All service pipes and fixtures must be kept in proper repair **and must be protected against freezing and waste of water.** When it is necessary for the City to shut water off due to faulty house cutoff or any other plumbing trouble, a fee, as provided in the fee schedule, shall be made for the service call. No rebates or adjustments shall be made anytime during which service pipes

* 51 O.S. § 155

† 51 O.S. § 155(5)

Claims Memorandum

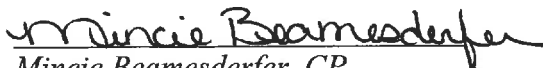
#DC-2025-012

Page 3 of 3

or fixtures may be frozen or otherwise defective, or for water wasted from burst pipes due to freezing...This section clearly indicates that the City is not the insurer of frozen water pipes.

The facts indicate that the property owner (and/or the property management company) was negligent by failing to heat the property or ensure that a vacant property was properly winterized to avoid the possibility of pipes freezing and bursting. Therefore, this office recommends denial of this claim.

GARRETT LAM
ASSISTANT CITY ATTORNEY


Mincie Beamesderfer, CP
Claims Investigator

Item Title:

Consider approving a resolution amending the City of Lawton FY25 budget, as amended, by appropriating \$120,000.00 to the Health Insurance Fund for payment of insurance premiums, \$1,110.00 to the Officer Training Fund for court administrative fees due to the General Fund, and \$13,116,000.00 to the 2019 Capital Improvement Fund for projects funded by the Oklahoma Business Expansion Incentive Program and the DWSRF 2023C Loan.

Initiator: Rebecca Johnson, Director

Information Source: Rebecca Johnson, Director

Background:

The original budget for insurance premium payments is expected to fall short. A budget amendment is needed to allocate \$120,000.00 to the Health Insurance Fund so the premiums can be paid. Insurance premiums collected from employees and the city are projected to exceed the budget by approximately \$113,500.00. The difference between the additional revenue and expenses will be made up by using fund balance, which has an approximate balance of \$1,800,000.00.

Court administrative fees collected are projected to exceed the budget by approximately \$1,110.00. A budget amendment is needed to allocate \$1,110.00 to the Officer Training Fund so this fee can be remitted to the General Fund.

The City of Lawton executed a funding agreement with the Oklahoma Development Finance Authority in October 2023 in the amount of \$5,000,000.00. The money has been used to partially fund EN2002B: Goodyear Boulevard (Lee – Cache). The City also executed a loan with OWRB in December 2023 for a variety of drinking water improvement projects. These expenses were omitted from the FY25 budget; therefore, a budget amendment is needed to allocate \$13,116,000.00 to the 2019 Capital Improvement Fund.

Correlation to the True North Statement:**Exhibit:**

Resolution No. 25-_____

Key Issues:

None

Funding Source:

Insurance premiums and Health Insurance Fund balance; court admin fees; Oklahoma Business Expansion Incentive Program; DWSRF 2023C loan

Staff Recommended Council Action:

Approve a resolution amending the City of Lawton FY25 budget, as amended, by appropriating \$120,000.00 to the Health Insurance Fund for payment of insurance premiums, \$1,110.00 to the Officer Training Fund for court administrative fees due to the General Fund, and \$13,116,000.00 to the 2019 Capital Improvement Fund for projects funded by the Oklahoma Business Expansion Incentive Program and the DWSRF 2023C Loan.

ATTACHMENTS:

1. 05.27.25 Health-Officer Training-2019 CIP Funds Resolution

**CITY OF LAWTON, OKLAHOMA
RESOLUTION NO. 25-_____**

A RESOLUTION AMENDING RESOLUTION NO. 24-125, WHEREBY THE CITY OF LAWTON, OKLAHOMA BUDGET FOR FISCAL YEAR 2024-2025 WAS ORIGINALLY ADOPTED, AND AS PREVIOUSLY AMENDED BY RESOLUTION NO. 24-203, RESOLUTION NO. 24-223, RESOLUTION NO. 24-224, RESOLUTION NO. 24-225, RESOLUTION NO. 24-227, RESOLUTION NO. 24-228, RESOLUTION NO. 24-229, RESOLUTION NO. 24-255, RESOLUTION NO. 24-264, RESOLUTION NO. 24-265, RESOLUTION NO. 25-06, RESOLUTION NO. 25-14, RESOLUTION NO. 25-15, RESOLUTION NO. 25-18, RESOLUTION NO. 25-42, RESOLUTION NO. 25-68, AND RESOLUTION NO. 25-69, AND RESOLUTION NO. 25-90, TO APPROPRIATE ONE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$120,000.00) TO THE HEALTH INSURANCE FUND FOR PAYMENT OF INSURANCE PREMIUMS, ONE THOUSAND ONE HUNDRED TEN AND 00/100 DOLLARS (\$1,110.00) TO THE OFFICER TRAINING FUND FOR COURT ADMINISTRATIVE FEES DUE TO THE GENERAL FUND, AND THIRTEEN MILLION ONE HUNDRED SIXTEEN THOUSAND AND 00/100 DOLLARS (\$13,116,000.00) TO THE 2019 CAPITAL IMPROVEMENT FUND FOR PROJECTS FUNDED BY THE OKLAHOMA BUSINESS EXPANSION INCENTIVE PROGRAM AND THE DWSRF 2023C LOAN.

WHEREAS, the City of Lawton has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) in 11 O.S. Sections 17-201 through 17-216; and

WHEREAS, the City Manager prepared a budget for the fiscal year ending June 30, 2025 (FY 2024-2025) consistent with the Act; and

WHEREAS, the Act in section 17-215 provides for the City Manager of the City, or designee, as authorized by the governing body, to transfer any unexpended and unencumbered appropriation from one department to another within the same fund; and

WHEREAS, the budget was formally presented to the Lawton City Council at least 30 days prior to the start of the fiscal year in compliance with Section 17-205; and

WHEREAS, the City of Lawton City Council conducted a Public Hearing at least 15 days prior to the start of the fiscal year, and published notice of the Public Hearing in compliance with Section 17-208 of the Act; and

WHEREAS, Resolution No. 24-125 approved the City of Lawton, Oklahoma budget for Fiscal Year 2024-2025, and established budget amendment authority; and

WHEREAS, City Council previously approved Resolution No. 24-203, amending Resolution No. 24-125 by appropriating Nine Million Three Hundred Eighty-Eight Thousand Four Hundred Twenty-Six and 49/100 Dollars (\$9,388,426.49) to the City-at-

Large Construction, Improvements, and Additions account for roof repairs at Central Mall Plaza; and

WHEREAS, City Council previously approved Resolution No. 24-223, amending Resolution No. 24-125 by appropriating Three Hundred Eighty-Eight Thousand Six Hundred Twenty-Three and 84/100 Dollars (\$388,623.84) to the General Fund for repairs to the McMahon Memorial Auditorium, Carnegie Library Town Hall, National Guard Armory, and the John Denney Playhouse; and

WHEREAS, City Council previously approved Resolution No. 24-224, amending Resolution No. 24-125 by appropriating Four Hundred Twenty-One Thousand Eight Hundred Fifty-Four and 35/100 Dollars (\$421,854.35) to the Hotel/Motel Economic Development Fund and Two Hundred Forty-Four Thousand Seven Hundred Ninety-Three and 65/100 Dollars (\$244,793.65) to the 2019 Capital Improvement Fund to partially fund the professional services agreement with the Lawton-Fort Sill Economic Development Corporation for economic and industrial development services; and

WHEREAS, City Council previously approved Resolution No. 24-225, amending Resolution No. 24-125 by appropriating up to Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) to the General Fund for the purpose of securing funding for the closure and post-closure cost estimates regarding the statutory required financial assurance mechanism for the City of Lawton's landfill facilities as required by the Oklahoma Department of Environmental Quality; and

WHEREAS, City Council previously approved Resolution No. 24-227, amending Resolution No. 24-125 by appropriating Fifty Thousand and 00/100 Dollars (\$50,000.00) in insurance proceeds to the General Fund for the purchase of a new police vehicle; and

WHEREAS, City Council previously approved Resolution No. 24-228, amending Resolution No. 24-125 by appropriating One Million Four Hundred Ninety Thousand Six Hundred Twenty-Seven and 46/100 Dollars (\$1,490,627.46) to the Grant Fund for ARPA-related projects; and

WHEREAS, City Council previously approved Resolution No. 24-229, amending Resolution No. 24-125 by increasing estimated 2019 Capital Improvement Fund revenues by Forty Million and 00/100 Dollars (\$40,000,000.00) and to appropriate Ten Million and 00/100 Dollars (\$10,000,000.00) to the 2019 Capital Improvement Fund for Propel-related expenses; and

WHEREAS, City Council previously approved Resolution No. 24-255, amending Resolution No. 24-125 by appropriating Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) to the Grant Fund for RSVP training and travel; and

WHEREAS, City Council previously approved Resolution No. 24-264, amending Resolution No. 24-125 by appropriating Four Thousand One Hundred Seventy-Three and

27/100 Dollars (\$4,173.27) to the Special Revenue Fund for Police CID training and travel; and

WHEREAS, City Council previously approved Resolution No. 24-265, amending Resolution No. 24-125 by appropriating Two Million and 00/100 Dollars (\$2,000,000.00) to the Capital Improvement Projects Fund for the Rogers Lane I-44 to US-62 Lighting Project; and

WHEREAS, City Council previously approved Resolution No. 25-06, amending Resolution No. 24-125 by appropriating up to One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000.00) to the General Fund to provide assistance in development financing to Fisher59 Properties, LLC per the Redevelopment Agreement; and

WHEREAS, City Council previously approved Resolution No. 25-14, amending Resolution No. 24-125 by appropriating Three Hundred Ninety-Five Thousand and 00/100 Dollars (\$395,000.00) to fund abatements through the Neighborhood Services Division; and

WHEREAS, City Council previously approved Resolution No. 25-15, amending Resolution No. 24-125 by appropriating Four Million Four Hundred Fifty-Six Thousand Four Hundred Two and 38/100 Dollars (\$4,456,402.38) to the City-at-Large Construction, Improvements and Additions account for roof repairs at Central Mall Plaza; and

WHEREAS, City Council previously approved Resolution No. 25-18, amending Resolution No. 24-125 by appropriating Four Thousand One Hundred Fifteen and 27/100 Dollars (\$4,115.27) to the Electronic Maintenance Division's Repair and Maintenance account for repairs and maintenance; and

WHEREAS, City Council previously approved Resolution No. 25-42, amending Resolution No. 24-125 by appropriating up to Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) to the TIF Fund for payment to LEDA for the remainder of FY25 and Forty-Five Thousand and 00/100 Dollars (\$45,000.00) to the Sewer Rehabilitation Fund to replace a totaled compact track loader; and

WHEREAS, City Council previously approved Resolution No. 25-68, amending Resolution No. 24-125 by appropriating Nine Million and 00/100 Dollars (\$9,000,000.00) to the General Fund for payment per the terms of the amended Redevelopment Agreement between the City of Lawton, the Lawton Economic Development Authority, the Comanche County Industrial Development Authority, and Westwin Elements, Inc.; and

WHEREAS, City Council previously approved Resolution No. 25-69, amending Resolution No. 24-125 by appropriating One Hundred Ninety-Six Thousand Nine Hundred and 00/100 Dollars (\$196,900.00) to the Cellular Fee Fund to purchase software for the county volunteer fire and police departments; and

WHEREAS, City Council previously approved Resolution No. 25-90, amending Resolution No. 24-125 by appropriating Seven Hundred Eighty-Seven Thousand Two Hundred Twenty-One and 67/100 Dollars (\$787,221.67) to the City-at-Large Construction, Improvements and Additions account for roof repairs at Central Mall Plaza; and

WHEREAS, insurance premiums owed are projected to exceed the budget by approximately One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00); and

WHEREAS, a budget amendment is needed to appropriate One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00) to the Health Insurance Fund for payment of insurance premiums; and

WHEREAS, court administrative fees collected are projected to exceed the budget by approximately One Thousand One Hundred Ten and 00/100 Dollars (\$1,110.00); and

WHEREAS, a budget amendment is needed to appropriate One Thousand One Hundred Ten and 00/100 Dollars (\$1,110.00) to the Officer Training Fund for court administrative fees due to the General Fund; and

WHEREAS, the City of Lawton executed a funding agreement with the Oklahoma Development Finance Authority in October 2023 in the amount of Five Million and 00/100 Dollars (\$5,000,000.00) to partially fund EN2002B: Goodyear Boulevard (Lee – Cache); and

WHEREAS, expenses funded by the DWSRF 2023C loan were omitted from the FY25 budget; and

WHEREAS, a budget amendment is needed to appropriate Five Million and 00/100 Dollars (\$5,000,000.00) to the 2019 Capital Improvement Fund to partially fund EN2002B: Goodyear Boulevard (Lee – Cache), and Eight Million One Hundred Sixteen Thousand and 00/100 Dollars (\$8,116,000.00) to the 2019 Capital Improvement Fund to account for projects funded by the DWSRF 2023C loan.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAWTON, OKLAHOMA:

SECTION 1. The City Council does hereby amend the FY 2024-2025 Budget originally adopted on the 3rd day of June, 2024, for the purpose of increasing appropriations in account 8011501-52070 by One Hundred Twenty and 00/100 Dollars (\$120,000.00) for payment of insurance premiums, account 2454001-52100 by One Thousand One Hundred Ten and 00/100 Dollars (\$1,110.00) for court administrative fees due to the General Fund, account 4400000-54025 by Five Million and 00/100 Dollars (\$5,000,000.00) to partially fund EN2002B: Goodyear Boulevard (Lee – Cache), and account 4400000-54030 by Eight Million One Hundred Sixteen Thousand and 00/100 Dollars (\$8,116,000.00) for projects funded by the DWSRF 2023C loan.

SECTION 2. The City Council does hereby authorize the City Manager to transfer any unexpended and unencumbered appropriations, at any time throughout FY 2024-2025 from one line item to another, one object category to another within a department, or one department to another within a fund, without further approval by the City Council.

SECTION 3. All supplemental appropriations or decrease in the total appropriation of a fund shall be adopted at a meeting of the City Council and filed with the State Auditor and Inspector.

ADOPTED AND APPROVED, by the City Council of Lawton this 27th day of May, 2025.

(SEAL)

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this 27th day of May, 2025.

TIMOTHY E. WILSON, INTERIM CITY ATTORNEY

Item Title:

Consider approving a Resolution amending the City of Lawton FY25 budget, as amended, by appropriating a transfer of \$484,423.70 from the General Fund to the CDBG Fund in accordance with the direction from City Council made on January 28, 2025, and appropriate the same \$484,423.70 to the CDBG Fund for repayment of funds to HUD.

Initiator: Larry Parks, Director

Information Source: Charlotte Brown, Deputy Director

Background:

The City of Lawton received a Finding Report from the Oklahoma office of the US Department of Housing and Urban Development (HUD) regarding non-compliance on several mortgages that the City held from doing rehabs on the properties. The properties were originally owned by the Great Plains Improvement Foundation, but were sold without notification to the City of Lawton. In order to clear the non-compliance of the City of Lawton, the funds need to be paid back into the HOME Program fund in the amount of \$484,423.70. The City of Lawton did file foreclosures on 7 of the properties and received payment back in the amount of \$174,401.98. Council approved the repayment on January 28, 2025. Once HUD is notified of the repayment, they will clear the non-compliance from the Finding Report.

Correlation to the True North Statement:

Doing everything for the citizens and being transparent

Exhibit:

Resolution No. 25-_____

Key Issues:

n/a

Funding Source:

General Fund

Staff Recommended Council Action:

Approve Resolution No. 25-_____.

ATTACHMENTS:

1. 05.27.25 HUD Repayment Resolution

**CITY OF LAWTON, OKLAHOMA
RESOLUTION NO. 25-_____**

A RESOLUTION AMENDING RESOLUTION NO. 24-125, WHEREBY THE CITY OF LAWTON, OKLAHOMA BUDGET FOR FISCAL YEAR 2024-2025 WAS ORIGINALLY ADOPTED, AND AS PREVIOUSLY AMENDED BY RESOLUTION NO. 24-203, RESOLUTION NO. 24-223, RESOLUTION NO. 24-224, RESOLUTION NO. 24-225, RESOLUTION NO. 24-227, RESOLUTION NO. 24-228, RESOLUTION NO. 24-229, RESOLUTION NO. 24-255, RESOLUTION NO. 24-264, RESOLUTION NO. 24-265, RESOLUTION NO. 25-06, RESOLUTION NO. 25-14, RESOLUTION NO. 25-15, RESOLUTION NO. 25-18, RESOLUTION NO. 25-42, RESOLUTION NO. 25-68, AND RESOLUTION NO. 25-69, RESOLUTION NO. 25-90, AND RESOLUTION NO. 25-_____, TO APPROPRIATE A TRANSFER OF \$484,423.70 FROM THE GENERAL FUND TO THE CDBG FUND IN ACCORDANCE WITH THE DIRECTION FROM CITY COUNCIL MADE ON JANUARY 28, 2025, AND APPROPRIATE THE SAME \$484,423.70 TO THE CDBG FUND FOR REPAYMENT OF FUNDS TO HUD.

WHEREAS, the City of Lawton has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) in 11 O.S. Sections 17-201 through 17-216; and

WHEREAS, the City Manager prepared a budget for the fiscal year ending June 30, 2025 (FY 2024-2025) consistent with the Act; and

WHEREAS, the Act in section 17-215 provides for the City Manager of the City, or designee, as authorized by the governing body, to transfer any unexpended and unencumbered appropriation from one department to another within the same fund; and

WHEREAS, the budget was formally presented to the Lawton City Council at least 30 days prior to the start of the fiscal year in compliance with Section 17-205; and

WHEREAS, the City of Lawton City Council conducted a Public Hearing at least 15 days prior to the start of the fiscal year, and published notice of the Public Hearing in compliance with Section 17-208 of the Act; and

WHEREAS, Resolution No. 24-125 approved the City of Lawton, Oklahoma budget for Fiscal Year 2024-2025, and established budget amendment authority; and

WHEREAS, City Council previously approved Resolution No. 24-203, amending Resolution No. 24-125 by appropriating Nine Million Three Hundred Eighty-Eight Thousand Four Hundred Twenty-Six and 49/100 Dollars (\$9,388,426.49) to the City-at-Large Construction, Improvements, and Additions account for roof repairs at Central Mall Plaza; and

WHEREAS, City Council previously approved Resolution No. 24-223, amending Resolution No. 24-125 by appropriating Three Hundred Eighty-Eight Thousand Six

Hundred Twenty-Three and 84/100 Dollars (\$388,623.84) to the General Fund for repairs to the McMahon Memorial Auditorium, Carnegie Library Town Hall, National Guard Armory, and the John Denney Playhouse; and

WHEREAS, City Council previously approved Resolution No. 24-224, amending Resolution No. 24-125 by appropriating Four Hundred Twenty-One Thousand Eight Hundred Fifty-Four and 35/100 Dollars (\$421,854.35) to the Hotel/Motel Economic Development Fund and Two Hundred Forty-Four Thousand Seven Hundred Ninety-Three and 65/100 Dollars (\$244,793.65) to the 2019 Capital Improvement Fund to partially fund the professional services agreement with the Lawton-Fort Sill Economic Development Corporation for economic and industrial development services; and

WHEREAS, City Council previously approved Resolution No. 24-225, amending Resolution No. 24-125 by appropriating up to Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) to the General Fund for the purpose of securing funding for the closure and post-closure cost estimates regarding the statutory required financial assurance mechanism for the City of Lawton's landfill facilities as required by the Oklahoma Department of Environmental Quality; and

WHEREAS, City Council previously approved Resolution No. 24-227, amending Resolution No. 24-125 by appropriating Fifty Thousand and 00/100 Dollars (\$50,000.00) in insurance proceeds to the General Fund for the purchase of a new police vehicle; and

WHEREAS, City Council previously approved Resolution No. 24-228, amending Resolution No. 24-125 by appropriating One Million Four Hundred Ninety Thousand Six Hundred Twenty-Seven and 46/100 Dollars (\$1,490,627.46) to the Grant Fund for ARPA-related projects; and

WHEREAS, City Council previously approved Resolution No. 24-229, amending Resolution No. 24-125 by increasing estimated 2019 Capital Improvement Fund revenues by Forty Million and 00/100 Dollars (\$40,000,000.00) and to appropriate Ten Million and 00/100 Dollars (\$10,000,000.00) to the 2019 Capital Improvement Fund for Propel-related expenses; and

WHEREAS, City Council previously approved Resolution No. 24-255, amending Resolution No. 24-125 by appropriating Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) to the Grant Fund for RSVP training and travel; and

WHEREAS, City Council previously approved Resolution No. 24-264, amending Resolution No. 24-125 by appropriating Four Thousand One Hundred Seventy-Three and 27/100 Dollars (\$4,173.27) to the Special Revenue Fund for Police CID training and travel; and

WHEREAS, City Council previously approved Resolution No. 24-265, amending Resolution No. 24-125 by appropriating Two Million and 00/100 Dollars (\$2,000,000.00)

to the Capital Improvement Projects Fund for the Rogers Lane I-44 to US-62 Lighting Project; and

WHEREAS, City Council previously approved Resolution No. 25-06, amending Resolution No. 24-125 by appropriating up to One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000.00) to the General Fund to provide assistance in development financing to Fisher59 Properties, LLC per the Redevelopment Agreement; and

WHEREAS, City Council previously approved Resolution No. 25-14, amending Resolution No. 24-125 by appropriating Three Hundred Ninety-Five Thousand and 00/100 Dollars (\$395,000.00) to fund abatements through the Neighborhood Services Division; and

WHEREAS, City Council previously approved Resolution No. 25-15, amending Resolution No. 24-125 by appropriating Four Million Four Hundred Fifty-Six Thousand Four Hundred Two and 38/100 Dollars (\$4,456,402.38) to the City-at-Large Construction, Improvements and Additions account for roof repairs at Central Mall Plaza; and

WHEREAS, City Council previously approved Resolution No. 25-18, amending Resolution No. 24-125 by appropriating Four Thousand One Hundred Fifteen and 27/100 Dollars (\$4,115.27) to the Electronic Maintenance Division's Repair and Maintenance account for repairs and maintenance; and

WHEREAS, City Council previously approved Resolution No. 25-42, amending Resolution No. 24-125 by appropriating up to Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) to the TIF Fund for payment to LEDA for the remainder of FY25 and Forty-Five Thousand and 00/100 Dollars (\$45,000.00) to the Sewer Rehabilitation Fund to replace a totaled compact track loader; and

WHEREAS, City Council previously approved Resolution No. 25-68, amending Resolution No. 24-125 by appropriating Nine Million and 00/100 Dollars (\$9,000,000.00) to the General Fund for payment per the terms of the amended Redevelopment Agreement between the City of Lawton, the Lawton Economic Development Authority, the Comanche County Industrial Development Authority, and Westwin Elements, Inc.; and

WHEREAS, City Council previously approved Resolution No. 25-69, amending Resolution No. 24-125 by appropriating One Hundred Ninety-Six Thousand Nine Hundred and 00/100 Dollars (\$196,900.00) to the Cellular Fee Fund to purchase software for the county volunteer fire and police departments; and

WHEREAS, City Council previously approved Resolution No. 25-90, amending Resolution No. 24-125 by appropriating Seven Hundred Eighty-Seven Thousand Two Hundred Twenty-One and 67/100 Dollars (\$787,221.67) to the City-at-Large Construction, Improvements and Additions account for roof repairs at Central Mall Plaza; and

WHEREAS, City Council previously approved Resolution No. 25-_____, amending resolution No. 24-125 by appropriating One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00) to the Health Insurance Fund for payment of insurance premiums, One Thousand One Hundred Ten and 00/100 Dollars (\$1,110.00) to the Officer Training Fund for court administrative fees due to the General Fund, Five Million and 00/100 Dollars (\$5,000,000.00) to the 2019 Capital Improvement Fund to partially fund EN2002B: Goodyear Boulevard (Lee – Cache), and Eight Million One Hundred Sixteen Thousand and 00/100 Dollars (\$8,116,000.00) to the 2019 Capital Improvement Fund to account for projects funded by the DWSRF 2023C loan; and

WHEREAS, City Council previously directed staff to initiate a transfer from the General Fund to the CDBG Fund for repayment of funds to HUD; and

WHEREAS, a budget amendment is needed to appropriate a transfer of Four Hundred Eighty-Four Thousand Four Hundred Twenty-Three and 70/100 (\$484,423.70) from the General Fund to the CDBG Fund, and appropriate the same Four Hundred Eighty-Four Thousand Four Hundred Twenty-Three and 70/100 (\$484,423.70) to the CDBG Fund for repayment of funds to HUD.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAWTON, OKLAHOMA:

SECTION 1. The City Council does hereby amend the FY 2024-2025 Budget originally adopted on the 3rd day of June, 2024, for the purpose of increasing appropriations in account 1000000-52100 by Four Hundred Eighty-Four Thousand Four Hundred Twenty-Three and 70/100 (\$484,423.70), account 2600000-49100 by Four Hundred Eighty-Four Thousand Four Hundred Twenty-Three and 70/100 (\$484,423.70), and account 2605017-52090 by Four Hundred Eighty-Four Thousand Four Hundred Twenty-Three and 70/100 (\$484,423.70) for repayment of funds to HUD.

SECTION 2. The City Council does hereby authorize the City Manager to transfer any unexpended and unencumbered appropriations, at any time throughout FY 2024-2025 from one line item to another, one object category to another within a department, or one department to another within a fund, without further approval by the City Council.

SECTION 3. All supplemental appropriations or decrease in the total appropriation of a fund shall be adopted at a meeting of the City Council and filed with the State Auditor and Inspector.

ADOPTED AND APPROVED, by the City Council of Lawton this 27th day of May, 2025.

(SEAL)

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this 27th day of May, 2025.

TIMOTHY E. WILSON, INTERIM CITY ATTORNEY

Item Title:

Consider and take action with respect to Resolution No. 25-____ of the City of Lawton, Oklahoma approving action taken by the of the Lawton Water Authority amending the water rate for Goodyear Tire and Rubber Company and adopting the amended fee schedule.

Initiator: Willie Whisenhunt, Director

Information Source: Willie Whisenhunt, Director

Background:

With price increases in the cost of chemicals, labor, and equipment to continue maintenance of Lawton's water sources to provide potable water to Lawton and surrounding areas, it is imperative, due to federal requirements to align all industrial rate users to the same water rate as the private contracts between these industrial users expire.

Having already adjusted rates for other industrial users, Goodyear Tire and Rubber Company is the next step toward compliance of aligning the water rates across all industrial users. Goodyear Tire and Rubber Company is currently at a rate of \$2.55 per 1000 gallons of water usage. The proposed rate changes take this rate to \$2.78 / 1000 gal on Jul 1, 2025, \$3.01 / 1000 gal on April 1, 2026, \$3.25 / 1000 gal on April 1, 2027, and \$3.50 / 1000 gal on April 1, 2028. The rate increase for Fy 25-26 would increase revenue by approximately \$95,0000.00

Rate Schedule

In addition to the other terms, covenants and conditions contained in the Agreement, the following Rate Schedule shall apply:

New Rate Schedule for Goodyear Tire & Rubber	
Dates	Water Rate/1000 gal
1-Jul-25	\$ 2.78
1-Apr-26	\$ 3.01
1-Apr-27	\$ 3.25
1-Apr-28	\$ 3.50

Correlation to the True North Statement:

This rate adjustment provides greater transparency and trust for our citizens and local industries as put forth by the True North Culture Statement.

Exhibit:

Resolution No. 25-____, Exhibit "A"

Key Issues:

Does City Council wish to approve and adopt Resolution No. 25-____ and adopt the amended fee schedule?

Funding Source:

n/a

Staff Recommended Council Action:

Adopt Resolution No. 25-_____ and adopt the amended fee schedule.

ATTACHMENTS:

1. CC Resolution No. 25-_____
2. Exhibit A Schedule of Fees and Charges

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE LAWTON CITY COUNCIL OF THE CITY OF LAWTON, OKLAHOMA (THE "COUNCIL") MET IN REGULAR SESSION IN CITY HALL, IN LAWTON, OKLAHOMA, ON THE 27TH DAY OF MAY, 2025, AT 6:00 O'CLOCK P.M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

Thereupon, the following Resolution was introduced and caused to be read. Council member _____ moved passage of the Resolution and Council member _____ seconded the motion. The motion carrying with it the approval of said Resolution was approved by the following vote:

AYE:

NAY:

The Resolution so approved is as follows:

RESOLUTION NO.: 25-

A RESOLUTION OF THE LAWTON CITY COUNCIL, LAWTON OKLAHOMA (THE "COUNCIL") AMENDING APPENDIX A, SCHEDULE OF FEES AND CHARGES, LAWTON CITY CODE, 2015, BY INCORPORATING AN INCREASE IN WATER RATES FOR GOODYEAR TIRE AND RUBBER COMPANY AS SET FORTH IN EXHIBIT "A" OF THIS RESOLUTION PREVIOUSLY APPROVED AND PROPOSED FOR IMPLEMENTATION BY THE LAWTON WATER AUTHORITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on May 27, 2025, the Lawton Water Authority approved Resolution No. 25-____ authorizing an increase in water rates for Goodyear Tire and Rubber Company as set forth in Exhibit "A" hereto; and

WHEREAS, Section 1-2-205, Chapter 1, Lawton City Code 2015 provides that fees and charges shall be set by resolution; and

WHEREAS, the Lawton City Council, along with the Lawton Water Authority, has determined that the specific increases set forth in exhibit "A", Appendix A, Schedule of Fees and Charges, Chapter A-22-Utilities, Article A-22-1 General Provisions, Section 22-114, Lawton City Code, 2015 hereto is necessary due to increased costs in providing such utility services.

NOW, THEREFORE, BE IT RESOLVED by The City Council of the City of Lawton, Oklahoma that:

Section 1. APPENDIX A, Schedule of Fees and Charges, Lawton City Code, 2015, be amended as set out in the attached Exhibit “A”.

Section 2. EFFECTIVE DATE. The provisions of this resolution shall be in full force and effect on and after July 1, 2025. Rates will automatically increase on April 1, 2026, April 1, 2027, and April 1, 2028.

Section 3. The Mayor and City Clerk of the City of Lawton are hereby authorized to sign and execute this Resolution.

PASSED AND APPROVED by the City Council of the City of Lawton, Oklahoma, this 27th day of May, 2025.

Stan Booker, MAYOR

ATTEST:

Donalynn Blazek-Scherler, CITY CLERK

APPROVED as to form and legality this 27th day of May, 2025

Tim Wilson, ACTING CITY ATTORNEY

EXHIBIT "A"

Chapter A-22 - UTILITIES**Article A-22-1 General provisions.****WATER FEES AND CHARGES**

22-113	Minimum charge for multiunit users	No. of units × (times) \$23.00 base rate
22-114	Special contracts for large volume customers	Determined by negotiation between parties
22-114	Water rate for wholesale customer per 1,000 gallons or any part thereof	\$5.33
	Rate for Goodyear Tire and Rubber Company	Rate per 1,000 gallons <u>\$2.55</u> <u>July 1, 2025 \$2.78</u> <u>April 1, 2026 \$3.01</u> <u>April 1, 2027 \$3.25</u> <u>April 1, 2028 \$3.50</u>
22-115	Deposit for service, service reinstated, landfill charge account, or the water turned on	\$150.00 or surety bond in the minimum amount of \$3,000.00 or an amount to be determined by the City, whichever is greater
	(The city manager may waive the deposit for victims of a FEMA declared disaster.)	
22-115	Bookkeeping charge for discontinued service on open account, per month after the 12th of the month	\$1.15
22-115	Water changeout, split or modification 1½ inches and larger, cost of labor and materials plus 10%	
	Minimum	17.25
	Maximum	57.50
22-115	Establishment of new account or transfer	23.00
	(The city manager may waive this fee for victims of a FEMA declared disaster.)	
22-119	Raw Water rate per 1,000 gallons as provided in Section 22-119	1.60
22-120	Bac-T Analysis, Each	30.00

Created: 2025-05-05 09:24:57 [EST]

(Supp. No. 11, Update 1)

Item Title:

Consider adopting a Resolution of Necessity for the acquisition of real properties for the US-62 Interchange Project at Goodyear Boulevard, Project #EN2104.

Initiator: Michael Jones, Engineering Director/ ADA Coordinator

Information Source: Michael Jones, Engineering Director/ ADA Coordinator, Cynthia Augustine, Real Property Coordinator

Background:

The properties listed in the Resolution of Necessity have been identified as being required for this project. The properties are located along US-62 between NW 82nd Street and NW Deyo Mission Road. On April 11, 2023, City Council authorized the execution of an agreement with the Oklahoma Department of Transportation for this project. According to the agreement, the City will be responsible to provide construction plans and acquire the right-of-way in compliance with ODOT/federal standards and specifications.

After acquisition of this property begins, should there be property owners who refuse to relinquish their property at a reasonable price, it is necessary that a Resolution of Necessity be adopted to enable the City to proceed under its power of eminent domain.

Correlation to the True North Statement:**Exhibit:**

Resolution 25-

Key Issues:

This resolution is required before condemnation, if necessary, can begin.

Funding Source:**Staff Recommended Council Action:**

Adopt a Resolution of Necessity for the acquisition of real properties for the US-62 Interchange Project at Goodyear Boulevard, Project #EN2104.

ATTACHMENTS:

1. Resolution of Necessity

RESOLUTION NO. 25-__

A RESOLUTION DECLARING THE NECESSITY FOR ACQUIRING AND OWNING REAL PROPERTY, PERMANENT AND TEMPORARY EASEMENTS AND RIGHTS-OF-WAY TO CERTAIN PROPERTIES DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, FOR THE PURPOSE OF THE US-62 INTERCHANGE PROJECT AT GOODYEAR BOULEVARD, PROJECT #EN2104; AUTHORIZING AND DIRECTING THE CITY MANAGER TO ATTEMPT TO ACQUIRE SAID PROPERTIES BY PURCHASE AND SETTLEMENT OF DAMAGES; AND AUTHORIZING THE CITY ATTORNEY TO ACQUIRE THE PROPERTIES BY CONDEMNATION PROCEEDINGS IF THEY CANNOT BE PURCHASED.

WHEREAS, the City of Lawton is in the process of acquiring the properties needed for the US-62 Interchange Project at Goodyear Boulevard, Project #EN2104; and

WHEREAS, it is necessary to acquire said real properties from the property owners; and

WHEREAS, the descriptions of the properties necessary to be acquired by the City for these uses are described in Exhibit "A" which is attached hereto and made a part hereof; and

WHEREAS, it is in the best interest of the City and will promote the health, safety, and welfare of the people of Lawton if such properties is acquired and used for the purpose set forth.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Lawton, Oklahoma, that

Section 1. It is deemed necessary and advisable that the City of Lawton acquire the real properties described in Exhibit "A", attached hereto and made a part hereof, needed for the US-62 Interchange Project at Goodyear Boulevard, Project #EN2104 and other improvements connected therewith.

Section 2. The City Manager or his designated representative is hereby authorized and directed to attempt to acquire such real properties as is necessary by purchase and settlement of damages from the owners and current lease holder thereof.

Section 3. If said real properties cannot be purchased by agreement, the City Attorney is hereby authorized and directed to acquire same by condemnation proceedings under the power of eminent domain and to take such further legal steps and proceedings as may, in his judgment, appear to be proper to acquire said ownership, permanent and temporary easements and rights-of-ways.

PASSED and APPROVED by the Mayor and Council of the City of Lawton this _____ day of _____, 2025.

Stanley Booker, Mayor

ATTEST

Donalynn Blazek-Scherler, City Clerk

APPROVED as to form and legality on behalf of the City of Lawton this _____ day of _____, 2025.

Timothy Wilson, Acting City Attorney

RESOLUTION OF NECESSITY – EXHIBIT "A"

Parcel 1 **(Permanent Right-of-Way)**

A strip, piece or parcel of land located in part of the NE/4 of Section 24, T-2-N, R-13-W, IM, Comanche County, Oklahoma, being more particularly described by metes and bounds as follows:

Commencing from SE Corner of the NE/4 of said Section 24 and bearing N 88°33'58" W along the South Quarter line a Distance of 1046.02 Feet, Thence N 00°00'00" E a Distance of 242.00 Feet to a point on the right-of-way line of US-62 and the Point of Beginning;
Thence N 89°50' 22" W a Distance of 41.69 Feet,
Thence S 78°51' 02" W a Distance of 50.99 Feet,
Thence N 89°50'22" W a Distance of 150.00 Feet,
Thence N 58°15'08" E a Distance of 285.04 feet,
Thence S 00°16' 28" W a Distance of 140.66 Feet to the point and place of beginning. Containing 0.403 acres more or less.

Parcel 2 **(Permanent Right-of-Way)**

A strip, piece or parcel of land located in part of the NE/4 of Section 24, T-2-N, R-13-W, IM, Comanche County, Oklahoma, being more particularly described by metes and bounds as follows:

Commencing from SE Corner of the NE/4 of said Section 24 and bearing N 88°33'58" W along the South Quarter line a Distance of 548.45 Feet, Thence N 00°00'00"E a Distance of 253.06 Feet to a point on the right-of-way line of US-62 and the Point of Beginning;
Thence N 89°50' 22" W a Distance of 497.42 Feet,
Thence N 00°16' 28" E a Distance of 140.66 Feet,
Thence N 58°15'08" E a Distance of 339.30 Feet,
Thence S 88°10'16" E a Distance of 360.40 feet,
Thence S 00°22'21" W a Distance of 42.34 feet,
Thence N 89°41'55" W a Distance of 150.00 feet,
Thence S 00°22· 21" W a Distance of 267.53 Feet to the point and place of beginning.
Containing 3.202 acres more or less.

Parcel 3 **(Permanent Right-of-Way)**

A strip, piece or parcel of land located in part of the NE/4 of Section 24, T-2-N, R-13-W, IM, Comanche County, Oklahoma, being more particularly described by metes and bounds as follows:

Commencing from SE Corner of the NE/4 of said Section 24 and bearing N 00°22'21" W along the East Section line a Distance of 315.34 Feet, Thence N 90°00'00" W a Distance of 33.00 Feet to a point on the right-of-way line of US-62 and the Point of Beginning;
Thence N 89°50' 22" W a Distance of 206.34 Feet,
Thence S 78°51' 02" W a Distance of 254.95 Feet,

Thence N 89°50'22" W a Distance of 60.85 Feet,
Thence N 00°22'21" E a Distance of 267.53 feet,
Thence S 89°41'55" E a Distance of 150.00 feet,
Thence N 00°22'21" E a Distance of 42.34 feet,
Thence S 88°10'16" E a Distance of 154.81 feet,
Thence S 67°58'21" E a Distance of 228.35 feet,
Thence S 00°22' 21" W a Distance of 169.95 Feet to the point and place of beginning.
Containing 2.911 acres more or less.

Parcel 4 **(Permanent Right-of-Way)**

A strip, piece or parcel of land located in part of the NW /4 of Section 19, T-2-N, R-12-W, IM, Comanche County, Oklahoma, being more particularly described by metes and bounds as follows:

Commencing from SW Corner of the NW/4 of said Section 19 and bearing N 00°22'21" E along the West Section line a Distance of 315.15 Feet, Thence N 90°00'00" E a Distance of 33.00 Feet to a point on the right-of-way line of US-62 and the Point of Beginning;

Thence N 00°22'21" E a Distance of 145.00 Feet,
Thence S 65°51'38" E a Distance of 467.52 Feet,
Thence S 89°50'22" E a Distance of 717.73 Feet,
Thence S 79°14'16" W a Distance of 79.16 feet,
Thence N 89°50'22" W a Distance of 590.00 feet,
Thence N 78°31'47" W a Distance of 305.94 feet,
Thence N 89°50'22" W a Distance of 177.71 feet to the point and place of beginning.
Containing 0.863 acres more or less.

Parcel 5 **(Permanent Right-of-Way)**

A strip, piece or parcel of land located in part of the SW/4 of Section 19, T-2-N, R-12-W, IM, Comanche County, Oklahoma, being more particularly described by metes and bounds as follows:

Commencing from NW Corner of the SW/4 of said Section 19 and bearing S 00°23'00" W along the West Section line a Distance of 44.85 Feet, Thence S 90°00'00" E a Distance of 33.00 Feet to a point on the right-of-way line of US-62 and the Point of Beginning;

Thence N 00°22'21" E a Distance of 145.00 Feet,
Thence S 89°50'22" E a Distance of 856.27 Feet,
Thence S 79°03'59" E a Distance of 569.78 Feet,
Thence N 83°22'31" W a Distance of 590.71 Feet,
Thence N 89°50'22" W a Distance of 829.20 feet,
Thence N 00°23'00" E a Distance of 40.00 feet to the point and place of beginning.
Containing 1.064 acres more or less.

Parcel 6 **(Permanent Right-of-Way)**

A strip, piece or parcel of land located in part of the SW/4 of Section 19, T-2-N, R-12-W, IM, Comanche County, Oklahoma, being more particularly described by metes and bounds as follows:

Commencing from SW Corner of the SW/4 of said Section 19 and bearing N 00°23'00" E along the West Section line a Distance of 56.55 Feet, Thence N 90°00'00" E a Distance of 33.00 Feet to a point on the right-of-way line of US-62 and the Point of Beginning;

Thence N 00°23'00" E a Distance of 477.24 Feet,

Thence S 24 °03'39" E a Distance of 161.91 Feet,

Thence S 00°23'00" W a Distance of 329.70 Feet,

Thence N 89°44'18" W a Distance of 67.00 feet to the point and place of beginning.

Containing 0.621 acres more or less.

Parcel 7 **(Permanent Right-of-Way)**

A strip, piece or parcel of land located in part of the SE/4 of Section 24, T-2-N, R-13-W, IM, Comanche County, Oklahoma, being more particularly described by metes and bounds as follows:

Commencing from SE Corner of the SE/4 of said Section 24 and bearing N 00°23'00" E along the West Section line a Distance of 56.90 Feet, Thence N 90°00'00" W a Distance of 33.00 Feet to a point on the right-of-way line of Goodyear Blvd. and the Point of Beginning;

Thence N 89°39'36" W a Distance of 87.00 Feet,

Thence N 00°23'00" E a Distance of 400.00 Feet,

Thence N 27°18'58" W a Distance of 451.77 Feet,

Thence N 16°38'38" W a Distance of 836.67 Feet,

Thence N 38°42'38" W a Distance of 412.31 Feet,

Thence N 25°22'05" W a Distance of 233.16 Feet,

Thence N 00°08'30" E a Distance of 353.87 Feet,

Thence N 78°51'02" E a Distance of 203.96 Feet,

Thence S 89°50'22" E a Distance of 704.95 Feet,

Thence S 00°23'00" W a Distance of 627.39 Feet,

Thence N 89°37'00" W a Distance of 67.00 Feet,

Thence S 14°25'10" W a Distance of 618.47 Feet,

Thence S 00°23'00" W a Distance of 200.00 Feet,

Thence S 24 °03'39" E a Distance of 524.40 Feet,

Thence S 00°23'00" W a Distance of 622.53 feet to the point and place of beginning. Containing 23.291 acres more or less.

Item Title:

Consider renewing a professional services agreement retaining the law firm of Hawkins, Delafield & Wood LLP as Disclosure Counsel in connection with the issuance of the City's General Obligation and other Bonds that must comply with applicable municipal securities regulations, including continuing disclosure requirements regarding the City's financial statement and annual financial information/operating data relating to each Bond Issue.

Initiator: Timothy Wilson, Interim City Attorney

Information Source: Timothy Wilson, Interim City Attorney

Background:

The City Attorney's Office wishes to renew the Agreement with Hawkins, Delafield & Wood to serve as the City's Disclosure Counsel. The City has Bond Issues that have requirements under the respective Continuing Disclosure Agreement for each Bond Issue that must be fulfilled. The City's Bond Counsel does not fulfill the role of ensuring these critical requirements are met.

Hawkins, Delafield & Wood LLP is a nationally recognized firm specializing in the complex area of municipal securities law in particular, the duties of the Disclosure Counsel with a reduced hourly rate of \$400 per hour for this fiscal year. Their extensive expertise is needed to assist the City with staying in full compliance with continuing disclosure responsibilities. Any work performed on newly issued Bonds of the City will be paid out of the cost of issuing those Bonds.

The work performed on existing Bond Issues would be paid for through the Legal Expense Account.

Correlation to the True North Statement:**Exhibit:**

Hawkins, Delafield & Wood Agreement

Key Issues:

N/A

Funding Source:

Cost of Issuance of Bonds & Legal Expense Account

Staff Recommended Council Action:

Approve the Agreement retaining the law firm of Hawkins, Delafield & Wood LLP as Disclosure Counsel and authorize the Mayor and City Clerk to execute the Agreement.

ATTACHMENTS:

1. City of Lawton - Disc Counsel Engagement Letter (FY 2025-2026) v2-v2

HAWKINS

HAWKINS DELAFIELD & WOOD LLP

1775 PENNSYLVANIA AVENUE, N.W., SUITE 950, WASHINGTON, D.C. 20006
(202) 682-1480 | HAWKINS.COM

BRIAN GARZIONE
(202) 682-1493
BGARZIONE@HAWKINS.COM

May 13, 2025

Timothy Wilson, Deputy City Attorney
City of Lawton
212 SW 9th Street
Lawton, OK 73501

Dear Mr. Wilson:

This engagement letter sets forth for your approval the following provisions governing our engagement with the City of Lawton (the “City”) to serve as Disclosure Counsel to the City in connection with the Preliminary and final Official Statements (collectively, “OSs”) the City prepares in connection with its general obligation bond issues; the City’s associated Continuing Disclosure Agreements and related filings; and more generally, the City’s questions regarding disclosure from time to time.

This engagement letter assumes that the City will continue the practice of engaging an independent financial advisor to be the principal drafter of the OSs, and is prepared on the understanding that Digital Assurance Certification, LLC (“DAC”) has been engaged by the City as its dissemination agent.

1. *Limited Scope of Representation.* Hawkins Delafield & Wood LLP (“Hawkins” or the “firm”) will be engaged to perform the following services on behalf of the City:

- a. review of Continuing Disclosure Agreements related to outstanding general obligation bonds of the City;
- b. review of compliance reports prepared by the City and DAC regarding the continuing disclosure filings of the City;
- c. review of the annual continuing disclosure filings made by the City with the Electronic Municipal Market Access (“EMMA”) system maintained by the Municipal Securities Rulemaking Board;
- d. review of and comment on the continuing disclosure language in the OSs;
- e. review the format of the OSs and more generally read the OSs, including the appendices, and suggest such revisions, additions, or deletions for the City’s consideration as we think are necessary or appropriate (on the understanding

that the OSs are the City's documents and the City remains responsible for its content);

- f. draft the forms of the Continuing Disclosure Agreements as attached to the OSs, and the execution copies of such agreements;
- g. respond to any questions that the City may have outside the context of a bond offering, including relating to any events listed in the City's Continuing Disclosure Agreements, and if the City determines that a disclosure filing is necessary or appropriate, coordinate with the City regarding the content of any such filing (on the understanding that DAC will make the agreed-upon filing with EMMA);
- h. upon request, conduct such securities law training seminars regarding primary market and continuing disclosure as the City Attorney and Hawkins deem appropriate; and
- i. review the annual financial information filings prepared by the City pursuant to its Continuing Disclosure Agreements, comprised of (i) the City's audited financial statements for the most recently ended fiscal year and (ii) annual updates to certain tables and financial information from the applicable OSs of the City. Review draft submissions, on the understanding that such review will not include verifying the information submitted against the source documentation, regardless of whether cited and regardless of whether publicly available or from the City's records, but will include verifying that the categories of information submitted satisfy the applicable Continuing Disclosure Agreements. The City will be responsible for submitting to Hawkins whatever draft filings it determines it wants Hawkins to review, and Hawkins has no responsibility for advising or reminding the City of any applicable filing deadlines.

2. *Term of Engagement.* Either the City or Hawkins may terminate this engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the City's interests in matters within the scope of this engagement. In the event of termination of this engagement for any reason, the firm will be paid for services satisfactorily rendered by the firm up to the date of termination, and for any post-termination services requested by the City in connection with the termination.

3. *Conclusion of Representation; Retention and Disposition of Documents.* Following any termination of this engagement, any otherwise non-public information that the City has supplied to us that is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At the City's request, its papers and property will be returned to it or delivered to successor counsel, as you may direct, promptly upon receipt of payment of outstanding fees and expenses. Our own files pertaining to this engagement will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records, as well as internal lawyer's work product such as drafts, notes, internal memoranda, and legal and

factual research prepared by or for the internal use of lawyers. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of this engagement.

4. *Post Engagement Matters.* After completion of this engagement, changes may occur in applicable laws or regulations, or in administrative agency or judicial interpretations thereof, that could have an impact upon issues as to which we have advised the City during the course of this engagement. Unless you subsequently engage us, after completion of this engagement, to provide additional advice on such issues, the firm has no continuing obligation to advise you with respect to any such future legal developments.

5. *Fees.* For FY 2025-2026, the hourly rate of the principal attorney who works on this engagement (Brian Garzione) will be \$400/hour.

If the foregoing is satisfactory to you, please sign where indicated and send to me an executed copy. I look forward to working with you on these matters and thank you for the opportunity to continue our work with the City.

Very truly yours,


Brian Garzione

Agreed and Accepted:

City of Lawton, Oklahoma

By: _____
Title: _____
Date: _____

Item Title:

Consider approving the retainer agreement with James C. Ferguson of Walker, Ferguson, Ferguson and Derouen at a reduced rate for this fiscal year of \$135.00 per hour, for the defense of workers' compensation claims and authorize the Mayor and City Clerk to execute the agreement.

Initiator: Timothy Wilson, Interim City Attorney

Information Source: Timothy Wilson, Interim City Attorney

Background:

The City Attorney's Office wishes to renew the agreement with Mr. James C Ferguson of Walker, Ferguson, Ferguson and Derouen to handle the defense of the city's workers' compensation claims. The firm has handled these claims for the City since 1994. The current agreement expires June 30, 2025. The proposed agreement reflects a reduced rate of \$135 per hour for this fiscal year. The City Attorney's Office is satisfied with the work of Mr. Ferguson and recommends his services continue to be retained.

Correlation to the True North Statement:**Exhibit:**

Proposed Agreement

Key Issues:

N/A

Funding Source:

Legal Services Account

Staff Recommended Council Action:

Approve the agreement and authorize the Mayor and City Clerk to execute the agreement.

ATTACHMENTS:

1. 2025 contract \$135 rate

**RETAINER AGREEMENT FOR LEGAL SERVICES FOR DEFENSE
OF WORKERS' COMPENSATION CLAIMS**

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, by and between the City of Lawton, Oklahoma, a municipal corporation, hereinafter referred to as "City", and the law firm of Walker, Ferguson, Ferguson and Derouen, hereinafter referred to as "Firm".

Whereas, the City has for many years retained an outside legal counsel to represent the City in defense of workers' compensation claims filed against the City in the Workers' Compensation Court of Existing Claims and the Workers' Compensation Commission in Oklahoma City; and,

Whereas, the Firm has agreed to provide legal counsel to represent the City in defense of workers' compensation claims filed against the City; and City and Firm desire to enter into a retainer agreement.

Now, therefore, in consideration of the mutual covenants and agreements hereinafter set forth, it is mutually agreed by and between the parties as follows:

ARTICLE I. COMMENCEMENT AND TERMINATION

- 1.01 This Agreement shall become effective July 1, 2025, and shall expire on June 30, 2026.
- 1.02 This Agreement may be terminated by mutual consent of the parties, or by either party, with or without cause, by one party giving written notice to the other party at least sixty (60) days in advance of termination.
- 1.03 Firm shall continue to represent the City on claims assigned to Firm prior to the expiration or termination date of this Agreement. Compensation for the continuing legal services will be at the rates as specified in Article III of this Agreement.

ARTICLE II. LEGAL SERVICES

- 2.01 Firm agrees to provide the following legal services:
 - A. Defending any workers' compensation claims contested by the City or for which permanent disability or disfigurement compensation is sought, suits, or other proceedings brought under the Workers' Compensation Act against the City; appearing before the Workers' Compensation Court of Existing Claims, Workers' Compensation Commission, Court En Banc, and the appellate courts of the State of Oklahoma;
 - B. Preparation of all necessary pleadings and forms for submission to the Workers' Compensation Court of Existing Claims, Workers' Compensation Commission, Court En Banc and state appellate courts;

- C. Preparation for defense of workers' compensation claims; including investigations and depositions, and such other preparation felt necessary in the professional judgment of the Firm, and arranging for documentary and testimonial evidence in cooperation with the City's Workers' Compensation Administrator (Administrator) and the City of Lawton Safety and Risk Officer. With the exception that the claimant will be routinely deposed for claims contested by the City, Firm shall obtain the approval of the City Attorney prior to taking other depositions;
 - D. Preparation of all trial and appellate briefs, and presenting oral arguments before appellate courts as required;
 - E. Negotiating or otherwise effecting the settlement of workers' compensation claims or suits. Firm's authority to effect settlement will be subject to approval of the City Attorney;
 - F. Firm shall use their professional judgment and discretion on behalf of the City's best interest regarding their legal services, and shall confer and cooperate with the Administrator on matters relating to pending claims;
 - G. Firm agrees to assist the City Attorney and the City of Lawton in developing new ideas to further limit the City's obligations and exposure to workers' compensation claims, including reduction in legal fees;
 - H. Firm agrees to submit clear and accurate statements to the Administrator on a timely basis for all services rendered pursuant to this Agreement.
- 2.02 Firm agrees to cooperate in the following manner with the City of Lawton and the Administrator or its successor, if any:
- A. Assisting the Administrator in the preparation of all documents for payments of compromise settlements and orders;
 - B. Assisting the Administrator in the preparation of reports to the City regarding workers' compensation claims;
 - C. Assigning the Administrator and the City Attorney's office of the City in the processing of all documents required by the City for authorization of judgments or payments;
 - D. Assisting the Administrator in conducting and directing investigations deemed necessary for the defense of such workers' compensation claims.

ARTICLE III. FEES

- 3.01 The parties mutually agree the fees for said legal services shall be at the rate(s) shown on the attached Exhibit 1, and at a rate of not more than Forty-Five Dollars (\$45.00) per hour for "windshield time" for each round trip travel between Lawton and Oklahoma City, including payment for mileage and toll fees. Firm also agrees not to bill more than three (3) hours "windshield time" for any round trip between Lawton and Oklahoma City. Firm agrees that if more than one case on a given day involves travel between Lawton and Oklahoma City, that only one case will be billed for the travel time. Reimbursement for expenses is compensable at the rates shown on the fee schedule in Exhibit 1. All long distance telephone calls are to be reimbursed at the actual rate charged by the telephone company. Furthermore, Firm shall recover for out-of-pocket expenses including but not limited to medical reports, records, and medical examinations. Firm will submit its bill for its services to the Administrator.

ARTICLE IV. MALPRACTICE INSURANCE

- 4.01 Firm agrees to furnish to the Safety and Risk Officer certificates of malpractice insurance on forms approved by the State Insurance Commissioner.

ARTICLE V. INDEPENDENT CONTRACTOR AND INSURANCE

- 5.01 Firm is an independent contractor and is not an employee of the City.

ARTICLE VI. ERRORS AND OMISSIONS

- 6.01 No accidental errors or omissions upon the part of either party shall relieve the other party of its responsibilities under this Agreement, provided such errors or omissions are rectified as soon as possible after discovery.

ARTICLE VII. HOLD HARMLESS

- 7.01 The Firm shall defend, indemnify and save harmless the City from any and all claims and causes of action against the City, its officials and employees for damages or injury to any person or property arising out of or in connection with the negligent performance or negligent acts of the Firm or employees under the terms of this Agreement.

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

By: _____
STANLEY BOOKER, Mayor

ATTEST:

DONALYNN BLAZEK-SCHERLER, City Clerk

DEROUEN

WALKER, FERGUSON, FERGUSON &

By: _____
FOR THE FIRM

STATE OF OKLAHOMA)
COUNTY OF Oklahoma) ss

Before me, the undersigned, a Notary Public within and for said County and State, on this 15 day of April, 2025, personally appeared James C. Ferguson, to me known to be the identical person who executed the within and foregoing instrument, and he acknowledged to me that he executed the same as the free and voluntary act and deed of the Law Firm of Walker, Ferguson, Ferguson and Derouen.

Given under my hand and seal this 15 day of April, 2025.

NOTARY PUBLIC

My Commission Expires: 7-29-27



My Commission Number: 11006885

Approved as to form and legality for the City of Lawton, Oklahoma, this _____ day of _____, 2025.

TIMOTHY WILSON, Interim City Attorney

FEES AND EXPENSE SCHEDULE

FEE:

1. Firm will bill City at the rate of \$135.00 per hour for all legal services.
2. The only "unit" time Firm will charge is a 1.5 hour charge for the opening of a new file. This charge includes a review of all file material, preparation and filing of an Entry of Appearance, requesting medical authorizations and making initial recommendations to the company on the handling of the case.
3. Firm will charge an hourly rate of \$135.00 for all unrepresented joint petition cases that result in settlement, up to a maximum of five hours; i.e. said fee will not exceed \$700.00 for any one unrepresented joint petition settlement case.

EXPENSES:

The following expenses are billed directly to the City through its Administrator:

1. Actual telephone expenses for long distance calls.
2. Photocopy expenses at \$.15 per page.
3. \$2.00 per page for facsimile expenses (NOTE: the facsimile is used on a limited basis or as requested by the client. Firm will not use the facsimile in substitution of regular mail). This charge is for sending facsimiles only. Firm will not charge for receiving facsimiles.
4. In town mileage: No Charge.
5. Postage: No charge with the exception of Certified Mail or Express Mail.
6. Filing fees and court costs are billed directly to the City through its Administrator.
7. Travel fees will be charged for legal services for travel from Oklahoma City to Lawton and will begin at the onset of travel. This Firm understands the City's policy of reimbursing only \$45.00 per hour with a maximum of three (3) hours for a round trip to and from Lawton. Firm understands that mileage will not be paid as that is included in the \$45.00 per hour travel rate. Firm will not bill for any mileage for travel to and from Court or for deposition trips within the corporate limits of Oklahoma City.

Item Title:

Consider approving an agreement for professional services between the City of Lawton and Farzaneh Law Firm, PC for their expertise relating to employment visas for select City of Lawton employees and authorize the Mayor and City Clerk to execute the Agreement.

Initiator: Timothy Wilson, Interim City Attorney

Information Source: Timothy Wilson, Interim City Attorney

Background:

The City has utilized the services of Farzaneh Law Firm, PC and would like to continue to do so. The attorney hourly rate range is \$385- \$545.00 and the non-attorney hourly rate is \$195 per hour. These rates do represent a slight increase from the current rates. Additionally, the Agreement outlines the potential for administrative and filing fees.

Correlation to the True North Statement:**Exhibit:**

Farzaneh Law Firm, PC Agreement

Key Issues:

N/A

Funding Source:

Legal Expense Account

Staff Recommended Council Action:

Approve the Agreement between the City of Lawton and Farzaneh Law Firm, PC and authorize the Mayor and City Clerk to execute the Agreement.

ATTACHMENTS:

1. July 2025 Engagement agreement with the City of Lawton

FARZANEH LAW FIRM P.C.

POWER OF ATTORNEY AND FEE AGREEMENT

THIS AGREEMENT is made by the City of Lawton (hereinafter referred to as "Client"), and Farzaneh Law Firm, PC (hereinafter referred to as "Attorney"):

In consideration of the mutual promises herein contained, Client and Attorney agree as follows:

1. PURPOSE OF REPRESENTATION: The client hereby retains Attorney to represent the client in various immigration legal matters. This agreement is a continuation of the prior engagement agreements and will commence on **July 1, 2025**.

2. ATTORNEY'S FEES: The client understands that the attorney's fee for this representation is on an hourly basis as follows: The Attorney's standard hourly fee is \$545.00 per hour for work done by Amir Farzaneh, \$385.00 per hour for work done by other attorneys in the firm, \$195.00 per hour for work done by other legal staff.

3. METHOD OF PAYMENT: No retainer is needed. The client will be billed for the work after it is done.

4. COOPERATION OF CLIENT: Client shall keep Attorney advised of his/her whereabouts at all times, and provide Attorney with any changes of address, phone number or business affiliation during the time period which Attorney's services are required. In addition, Client shall comply with all reasonable requests of the Attorney.

Client understands that immigration cases may take a long time due to delays by the government entities involved in the case and that this is not within the control of the Attorney. Client agrees to be patient and cooperative at all times with Attorney during the pending case.

5. ATTORNEY REPRESENTATIONS: It is understood and agreed that the Attorney cannot warrant or guarantee the outcome of the case.

Client understands that due to the increased difficulty of immigration cases and the unpredictable actions of the Immigration Authorities, no specific length of time or a specific result can be guaranteed for any immigration case.

6. CLIENT REPRESENTATIONS: Client affirms that Client has provided, and will provide, Attorney with only true and correct information during this case. Client understands that Attorney cannot and will not proceed with a case if Attorney learns that Client has misrepresented any facts or has not been open and honest with the Attorney. Client understands that an Attorney does not represent clients in cases in which the client seeks to make fraudulent or frivolous claims. Should the Attorney become aware of such intention by the Client during

this representation, the Attorney will withdraw from this representation without Client's consent, and without further liability to the Client.

7. EXPENSES: It is understood and agreed that all expenses associated with the representation shall be the obligation of the Client. Said expenses may include, but are not limited to, court costs, bonds, deposition fees, INS Filing fees, transcript fees, copy fees at \$0.19 per page, expert witness fees, subpoena fees, travel expenses at a rate of \$0.97 cents per mile, private investigation fees, \$3.00 per minute long distance for calls to countries other than the United States, medical record fees, medical consultation fees, expert consultation fees, photography costs, witness fees, graphics artists fees and any other expenses expressly including demonstrative evidence which Attorney, in his professional judgment, determines to be necessary to properly prepare this case.

8. PARTIES BOUND: This Agreement shall be binding upon and inure to the benefit of Client and Attorney, as well as both parties' respective heirs, executors, administrators, legal representatives, successors, and assigns.

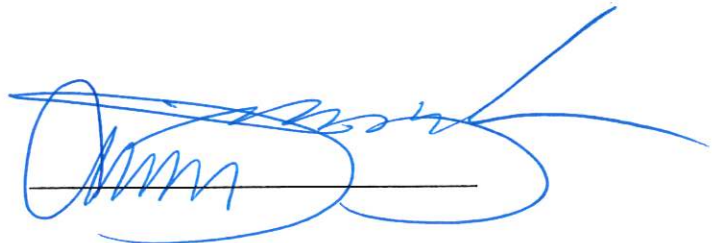
10. PRIOR AGREEMENTS NULLIFIED: This Agreement constitutes the sole and only Agreement of the parties hereto and nullifies any prior understandings or written or oral agreement between the parties respecting the within subject matter.

11. AGREEMENT UNDERSTOOD: I (we) certify and acknowledge that I (we) have had the opportunity to read this Agreement. I (we) further state that I (we) have voluntarily entered into this Agreement fully aware of its terms and conditions.

SIGNED AND ACCEPTED on this _____ day of _____ 2025.

CLIENT:

ATTORNEY:

A handwritten signature in blue ink, consisting of a large, stylized 'D' followed by several loops and a long horizontal stroke extending to the right.

Item Title:

Consider approving an agreement for professional services between the City of Lawton and Dunlap Coddling, P.C., for their expertise in trademark searches and trademark applications and authorize the Mayor and City Clerk to execute the agreement.

Initiator: Timothy Wilson, Interim City Attorney

Information Source: Timothy Wilson, Interim City Attorney

Background:

The City of Lawton has utilized the services of Dunlap Coddling, P.C. to protect images and prevent unauthorized use, by trademarking City logos. The proposed agreement would allow Dunlap Coddling, P.C. to continue providing trademark assistance. The firm specializes in patent, trademark and copyright work. Hourly attorney rates vary from \$150.00 per hour to \$450.00 per hour. Hourly non-attorney rates vary from \$115 per hour to \$150.00 per hour.

Note: The agreement does contain an arbitration clause for dispute resolution. This clause has been in the agreement since we began contracting with the firm in FY-22-23.

Correlation to the True North Statement:**Exhibit:**

Proposed Agreement/Engagement Letter

Key Issues:

N/A

Funding Source:

Legal Expenses Account

Staff Recommended Council Action:

Approve the agreement for professional services between the City of Lawton and Dunlap Coddling, P.C. and authorize the Mayor and City Clerk to execute the agreement.

ATTACHMENTS:

1. 1263.000 - Revised DC Engagement Letter 25-26 with signature blocks

May 13, 2025

VIA EMAIL TRANSMISSION

john.ratliff@lawtonok.gov

John Ratliff
City Manager
City of Lawton
212 SW 9th St.
Lawton, Ok 73628

**Re: Engagement Letter
Our Docket No. 1263.000**



Dear John:

We are pleased that you have engaged our firm to legally represent the intellectual property matters of the City of Lawton. We will represent its interests vigorously and professionally.

This engagement letter provides the terms and scope of our representation and general information regarding the individuals in our firm who may represent the City of Lawton. Also, under the Rules of Professional Responsibility, this letter explains our fees and general billing practices. While we do not wish to be overly formal in our relationship with you, we have found it a helpful practice to confirm with our clients the nature and terms of our representation.

Please review this letter carefully and, if you have questions, contact me at your convenience.

Terms of Engagement for Legal Services

The City of Lawton is the client of Dunlap Coddling, P.C. We have been engaged to represent it primarily in intellectual property prosecution, licensing, and technology due diligence, and any other matters specifically assigned to us by you.

To avoid any conflicts of interest, we request you disclose to us all corporations, persons, and entities that have, or may acquire, an interest. If this information changes, please let us know immediately so we may take all necessary actions to avoid even the appearance of impropriety or conflict in our representation of you. Our firm retains professional liability insurance through the Oklahoma Bar Association Mutual Insurance Company for \$5,000,000, and you may inspect our certificate of insurance at any point during representation.

I will be the firm's key points of contact for you and will be responsible for the firm's conduct during the engagement. Please contact my firm's Managing Partner, Nick Rouse, at any time if you ever have any concerns or questions about our firm's conduct during the engagement. Our professionals' biographies are available for your review on our website <http://www.dunlapcoddling.com>.

We are pleased that you have elected to work with us on the following initial project: consulting on various intellectual property matters including conducting trademark searches and filing trademark applications for the City of Lawton seal and other various marks.

At times, you may request legal services typically charged at an hourly rate. You agree to pay our regular hourly rates for services performed by our attorneys and non-attorney staff. Our hourly rates, which vary depending on the individual's experience and background range from \$150 per hour to \$450 per hour for attorneys and \$115 per hour to \$150 per hour for non-attorneys. My hourly rate is \$350 per hour. Hannah Edmondson's hourly rate is \$200 per hour. We adjust our hourly fee schedule occasionally. We will discuss with you any such proposed changes if they are over ten percent in any one calendar year. In no event will Dunlap Coddling invoice the City of Lawton an amount exceeding \$75,000 without prior authorization from the City of Lawton.

Dunlap Coddling is committed to using fee arrangements not based solely on the conventional hourly rate fee structure. We have found that intellectual property representation, especially trademark and patent preparation and prosecution, can be tailored to fit alternative fee arrangements, and we are open to the possibility of implementing any fee arrangement mutually beneficial to developing a long-term relationship between you and Dunlap Coddling. Examples of common flat fee trademark matters are listed below.

Trademark Clearance

All of your brands have or will likely have a significant presence and embody a unique and thoughtful reputation. It is important to protect this reputation. Thus, it is vital to understand whether any third party may have trademark rights that conflict with your use and registration of the marks in the United States. The best way to evaluate this risk is to conduct a comprehensive trademark search. Comprehensive searches generally cost \$3,750 for a word mark or a logo. In order to assess immediate risks associated with use and registration, we can conduct a preliminary, or "knock-out" search for \$75-600.

Trademark Applications and Prosecution

The benefits of owning a federal trademark registration include the following:

- constructive notice to the public of your claim of ownership of the mark;
- a legal presumption of the ownership and validity of the mark;
- the ability to sue in federal court;
- the ability to file the U.S. registration with the U.S. Customs Service to prevent importation of infringing foreign goods;
- the U.S. registration can be used as a basis to obtain registration in foreign countries;
- the right to use the registered trademark symbol—®; and
- a registration may be used by the USPTO to prevent a later registration of a confusingly similar mark.

We suggest that you budget approximately \$2,000 total to file *and* prosecute one trademark application—i.e., to get from start to finish. This budget breaks down into two parts and does not include the search fees discussed in the preceding section.

First, the fee for filing each trademark application in one international class is \$1,200. Should your goods and/or services cover more than one international class, more classes can be added to the application. The cost of adding additional classes is \$600 per international class per trademark application.

Second, we recommend that you budget approximately \$800-\$1,000 for prosecution of a trademark application—e.g., for the preparation of ordinary responses to comments and/or questions that the examining attorney at the Trademark Office may have. Should the prosecution of an application present complex legal issues, the estimated budget may not cover all legal fees. Fees associated with complex prosecution will be charged at an hourly rate as set forth in this letter and will always be quoted to you before any fees are incurred.

Intent-to-Use Applications

If an application is prepared as an intent-to-use application (i.e., the trademark is not yet used in commerce when the application is filed), we will need to file a Statement of Use at a later date indicating how the mark is actually being used in commerce. The cost of filing a Statement of Use is \$725 per international class.

If the mark is not put into commercial use shortly after filing, we may need to prepare Extensions of Time. The cost of filing one six-month Extension of Time is \$475 per

international class. Please note that these amounts are not included in the overall budget of \$2,000, set forth above.

When necessary, we advance payment for outside disbursement undertaken on behalf of established clients. We will bill you directly for these disbursements and expenses, which include for example, patent and trademark office filing fees, foreign associate fees, priority mail transmittals such as FedEx (where necessary), and other necessary expenses. If travel is required and approved by you, we will travel in coach class for any U.S. domestic travel and business class for any international travel.

It is our firm policy we specifically do not charge our clients for certain types of items.

- We do not charge for routine photocopying. If it becomes necessary to use an outside photocopying service, we will bill you only for the amount charged to us by the photocopying service; or, if a project is kept in-house, the photocopying is billed at our cost or your standard rate, whichever is lower.
- We do not charge for black and white or color printing.
- We do not charge for facsimile transmittals or receipts.
- We do not charge for the cost of online research conducted in databases or with companies that our firm has negotiated a fixed rate, such as Westlaw, LexisNexis, etc.
- We do not charge for long distance telephone calls. We rarely bill for actual time spent during incidental telephone conversations with a client or a client's personnel. Full, complete, and effective communication between the client and attorney is imperative. We do not wish to foreclose any communication because a client fears being billed for this time.
- We also do not charge for the education of our firm's personnel in the business and technology of your company. Once again, we believe that to fully and zealously advocate on your behalf, it is necessary for us to become well versed and have a depth of understanding about your business. You will never receive an invoice from Dunlap Coddling that includes "education time" for our professionals to learn about your business and technology.

You are responsible for all disbursements and expenses we incur on your behalf. Disbursements and expenses are separately itemized on our invoice. We ask that all billings be paid in full promptly.

We will bill all legal fees, disbursements, and expenses monthly as we work on your matters. Generally, the statement includes an overall summary followed by a detailed breakdown of fees and expenses by docket number. For our docketing and tracking purposes, our office has assigned you the general docket number 1263.000. Each individual legal matter will be identified with this code – 1263.xxx, where xxx refers to the matter number. Each individual task you assign to us will have a unique matter number.

Termination

Our representation will end at the earliest of: (1) your termination of our representation (with or without cause), (2) our withdrawal from the representation (with or without cause), or (3) the substantial completion of our substantive work. At the end of our representation, all outstanding statements and accrued fees, disbursements, and expenses incurred before termination are immediately due; those incurred thereafter in an orderly transition of the matter will be due on billing. During our representation, we will keep any documents relating to this matter and will forward copies of any correspondence, draft applications, filing receipts to you for your records.

At the end of our representation, all outstanding statements and accrued fees, disbursements, and expenses incurred before termination are immediately due; those incurred thereafter in an orderly transition of the matter will be due on billing.#

This Agreement is in effect from now until the end of the City of Lawton's fiscal year, June 30, 2026. This Agreement may be renewed annually of substantially similar terms subject, for example, to our Billing Rates then in effect.

Documents and Files

During our representation, we will keep any documents relating to our representation of you. When the matter or our representation ends, we will keep any remaining documents in our files for three years and will then destroy them under our policy on retaining and destroying documents. If you do not request delivery of files before the end of the three-year period, you agree that we have no obligation to retain them and may, at our discretion, destroy them.

Arbitration

We look forward to a long and mutually productive relationship. If you are ever dissatisfied with the fees charged or the services rendered, we encourage you to bring the issue to our attention immediately. We will try to resolve the issue through good faith discussions. However, there may be disputes we cannot resolve between us. In those instances, we believe binding arbitration is the best route for resolution.

Instead of having any dispute arising in association with our provision of services to you heard by a jury, you agree that any disputes arising between us will be resolved by one arbitrator appointed by JAMS (under and operating in accord with their Comprehensive Arbitration Rules and Procedures (in effect during the dispute)). The arbitrator's decision will be binding upon both of us. The arbitrator's legal and factual determinations are generally not subject to appellate review. Rules of evidence and procedure are often less formal and rigid than in a court trial. Arbitration usually results in a decision much more quickly than proceedings in court, and the attorneys' fees and other costs incurred by both sides are usually substantially less. The prevailing party may recover all fees, expert fees, expenses, and costs for the arbitration.

If you wish, you are welcome to discuss the advisability of arbitration with other counsel or any of your other advisors and to ask questions which you may have before the execution of this Agreement.

This arbitration provision does not apply to disputes regarding invoiced amounts less than or equal to \$10,000.

Disclosure of Representation

We represent many other clients. While we are representing you, some of our present or future clients might have a matter adverse to you. Ordinarily, we do not take on a new matter adverse to one of our clients even if the new matter is unrelated to our work for the current client. If we receive a matter from an existing or future client adverse to you, we will inform you immediately of such and take all appropriate and necessary measures as we may ensure that neither you nor the existing or future client is prejudiced.

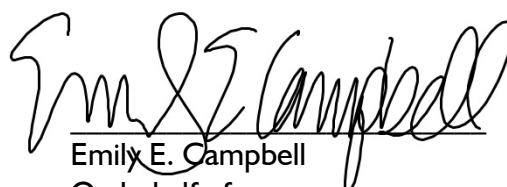
Disclaimer of Guarantee

You should construe no professional opinion we may offer as a guarantee. At your request, we will gladly estimate our projected fees, disbursements and expenses, but our good faith estimate is not a guarantee that actual fees, disbursements and expenses will not be higher.

We are pleased you have chosen Dunlap Coddling to represent your intellectual property interests. If this engagement letter is acceptable, please sign the acknowledgment below and return a copy of this engagement letter at your earliest convenience.

[SIGNATURE PAGE TO FOLLOW]

Very truly yours,



Emily E. Campbell
On behalf of
Dunlap Coddling, P.C.

Reviewed and Agreed,

By: _____
Stanley Booker, Mayor

Attest: _____
Donalynn Blazek-Scherler, City Clerk

Approved as to form and legality this ____ day of May , 2025.

Timothy Wilson, Interim City Attorney

EEC/jra

Item Title:

Consider renewing the professional services agreement with McAfee & Taft for legal services related to the City's pension system, employment/labor related issues and other areas as requested by the City, and authorize the Mayor and City Clerk to execute the Agreement.

Initiator: Timothy Wilson, Interim City Attorney

Information Source: Timothy Wilson, Interim City Attorney

Background:

The City Attorney's Office wishes to renew the Agreement with McAfee & Taft to perform certain pension and employment related services and allow for representation of the City in other areas as requested by the City. The Agreement includes compensation for the work of firm shareholders (primarily John Papahronis) at the rate of \$420.00 per hour for work in the area of pension law and \$325.00 per hour for associates. Compensation for the work of firm shareholders (primarily Tony Puckett) is included at the rate of \$300 per hour for work in the areas of employment/labor law and \$260.00 for associates. Compensation for firm shareholders in other areas is included at a rate of \$325.00 per hour and \$260.00 per hour for associates.

Paralegals will be compensated at a rate of \$110.00 per hour. The current agreement expires June 30th, 2025. The rates are the same as those in the current agreement. The City Attorney's Office is highly satisfied with Mcfee and Taft services.

Correlation to the True North Statement:**Exhibit:**

Professional Services Agreement

Key Issues:

N/A

Funding Source:

Legal Expense Account

Staff Recommended Council Action:

Approve the Agreement with McAfee & Taft and authorize the Mayor and City Clerk to execute the Agreement.

ATTACHMENTS:

1. 25-26 McAfee Taft Agreement

**AGREEMENT
FOR PROFESSIONAL AND LEGAL SERVICES**

This Agreement is made and entered into this ____ day of _____, 2025, by and between the CITY OF LAWTON, Oklahoma, hereinafter referred to as "City" and McAfee & Taft, hereinafter referred to as "Firm", and amends and supersedes any previous agreement between the parties.

Exceptions: This agreement will not amend or supersede the terms of an agreement dated June 26, 2018, between the City, McAfee & Taft and Fulmer & Sill for representing the City in a claim against certain Opioid Manufacturing, Distributors and potentially other third parties (collectively, the "Defendants") for damages and equitable relief arising out of the conduct of the Defendants in connection with the manufacturing, marketing and distribution of opioids. The terms of the Firm's representation of the City in the aforementioned opioid matter will continue to be governed by the June 26, 2018, agreement.

Additionally, this agreement will not amend or supersede the terms of an agreement dated October 24, 2023, between the City and McAfee & Taft for representing the City in any claims against certain Manufacturers of PFAS and Aqueous Film-Forming (AFFF's) and others (collectively, the "Defendants") for damages and equitable relief arising out of the conduct of the Defendants in connection with the manufacturing, marketing and distribution of PFAS & AFFF's (the "Claims").

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. During the term of this agreement, the Firm will provide legal services and counsel in the areas of (1) labor and employment law, (2) the City's pension system, as well as representation of the City in other areas, as requested by the City and agreed to by the Firm. In addition, if litigation is filed on behalf of the City or should litigation be filed against the City involving the above-related issues, the Firm agrees to assist in the prosecution or defense if requested.

Additionally, the Firm will provide representation in the case of Andre Wilson, prose, as a (party of one) and on behalf of individuals who are similarly situated v. City of Lawton, et al; CIV-2853-G at the rates set forth in Paragraph 9c of this Agreement. In addition to representing

the City, the Firm will also represent Mayor Stan Booker, City Manager John Ratliff and former City Attorney John Andrew, who are being sued in both official and individual capacities.

2. It is understood and agreed, with respect to the services the Firm shall render pursuant to paragraph 1 above, that the Firm will perform such services exclusively as an independent contractor and not as an agent or employee of the City.

3. The Firm will hold in a fiduciary capacity for the benefit of the City all confidential information and data relating to the City which shall have been obtained by the Firm during the term of this Agreement. The terms of this Section do not apply to any information that becomes a part of the public record.

4. The Firm hereby agrees to hold harmless the City and indemnify it from any liability, suit, cause of action, or other legal proceedings which may be brought or claimed against the City as a result of the Firm's performance under this Agreement.

5. No alteration or variation of the terms or conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto.

6. All services performed by the Firm under this Agreement shall be performed by attorneys with expertise in the area of labor, employment and pension law, or in other areas, as requested and approved by the City or its agent. The rights and obligations of the Firm hereunder are not assignable and cannot be delegated, as the Firm has unique skills and abilities and specific performance is necessary. Any such purported assignment or delegation without the written consent of the City shall be void and, at the option of the City, this Agreement shall be terminated.

7. The Firm agrees that in the performance of this Agreement it will comply with all applicable local, State and Federal laws.

8. The City Attorney for the City of Lawton shall be the City representative for all matters pertaining to this Agreement.

9. a. To the extent that Firm performs all necessary services in the areas of labor/employment law for the City of Lawton, City shall compensate Firm shareholders at a rate not to exceed Three Hundred Dollars (\$300.00) per hour. Associates who assist in such related services shall be compensated at a rate not to exceed Two Hundred Sixty Dollars (\$260.00) per hour.

RETAINER AGREEMENT
FOR PROFESSIONAL AND LEGAL SERVICES

b. To the extent that Firm performs all necessary services in the area of pension law for the City of Lawton, City shall compensate Firm shareholders at a rate not to exceed Four Hundred Twenty Dollars (\$420.00) per hour. Associates who assist in such related services shall be compensated at a rate not to exceed Three Hundred Twenty-Five Dollars (\$325.00) per hour.

c. To the extent that Firm performs requested services in litigation and other areas, City shall compensate Firm for shareholders with expertise in such areas at a rate not to exceed Three Hundred Twenty-Five Dollars (\$325.00) per hour. Associates who assist in such related services shall be compensated at a rate not to exceed Two Hundred Sixty Dollars (\$260.00) per hour.

d. In no event, without the express authorization of the Lawton City Attorney, will the City be charged for the services of two (2) members of the Firm for the same work product. For example, if the Attorney and an associate attend a deposition, only the Attorney's time may be billed. In addition, City shall reimburse the Firm for necessary expenses such as court costs, mileage from Oklahoma City to Lawton and return at the rate of fifty cents (.50¢) per mile, other travel expenses, telefaxes, copying and any other similar expense items, which are incurred by Attorneys of Firm in representing City in this matter. The Attorney shall be limited to three (3) hours round-trip for each trip from Oklahoma City to Lawton and return, and Attorney shall be compensated at Attorney's applicable rate herein for travel time.

10. City further agrees to compensate the Firm for any legal assistant who assists in the areas listed herein at the rate of One Hundred Ten Dollars (\$110.00) per hour.

11. The City recognizes the Firm's attorneys are members of a multi-service law firm that practices in many areas, some of which deal with municipal law. The City will not use this Agreement to assert a conflict of interest against members of attorneys' law firm in the practice of law, except for matters arising from or enforcing rights in one of the areas covered by this Agreement, and the City hereby waives any such potential conflicts of interest. The City also acknowledges that Firm's representation of clients in matters adverse to the City of Lawton (a) will not adversely affect the relationship between the Firm and City in connection with the attorneys' representation of the City in labor/employment and pension matters or other matters

RETAINER AGREEMENT
FOR PROFESSIONAL AND LEGAL SERVICES

covered by this Agreement, or (b) materially limit the attorneys' representation of the City in such matters.

12. Firm shall periodically submit a claim for payment of services to the City Attorney, which payment will be made after approval of the claim by the City of Lawton. The claim shall include, at a minimum, the date services were rendered, the nature of services rendered, the time expended for services and the total amount claimed. This Agreement shall commence on July 1, 2025, and shall remain in full force and effect through June 30, 2026, unless the term of this Agreement is extended by agreement of the parties.

13. This Agreement may be amended, in writing, by mutual consent of the parties. In the event that the City of Lawton wants to change firms, this Agreement may be terminated with or without cause upon thirty (30) days written notice. Upon termination of this Agreement, the Firm shall immediately deliver all pleadings, documents and materials related to the Firm's representation of the City to the City Attorney, which shall become the property of the City.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date and year first above written.

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

By: _____
STANLEY BOOKER, MAYOR

ATTEST:

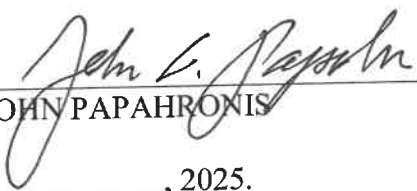
DONALYNN BLAZEK-SCHERLER, CITY CLERK

McAFEE & TAFT

By: 
TONY G. PUCKETT

RETAINER AGREEMENT
FOR PROFESSIONAL AND LEGAL SERVICES

By:


JOHN PAPAARONIS

Approved as to form and legality this _____ day of _____, 2025.

TIMOTHY WILSON, INTERIM CITY ATTORNEY

RETAINER AGREEMENT
FOR PROFESSIONAL AND LEGAL SERVICES

Item Title:

Consider authorizing the City Council and Mayor to enter into a required Microsoft Agreement, which allows continued use of our current Microsoft 365 Electronic Mail Service and Office applications, and accept an updated pricing proposal from United Data Technologies to purchase Microsoft 365 Electronic Mail and Productivity Software as a Service (SaaS), and authorize the execution of all appropriate documents.

Initiator: Judy Franco, IT Director

Information Source: Judy Franco, IT Director

Background:

Since May 2019, the City has utilized Microsoft 365 following the Council's approval of the Microsoft 365 Upgrade Project, which enabled the migration of users to the Microsoft 365 email system. As part of this project, the City Council and Mayor were authorized to enter into a Microsoft Enterprise Agreement on behalf of the City.

With the current agreement nearing expiration, a new agreement is necessary to ensure continued access to the Microsoft 365 email system. The ongoing annual cost for Microsoft 365 is outlined in the attached UDT pricing proposal. UDT has an active contract with the State of Oklahoma with solicitation number SW1041U expiration 03/13/2028.

Correlation to the True North Statement:

Approving this agreement will allow the City to maintain efficient service delivery and uphold the Truth North Culture by leveraging the tools and applications within Microsoft 365 to support employees in addressing matters with urgency and effectiveness for our citizens.

Exhibit:

UDT - Microsoft 365 quote
UDT Standard Terms and Conditions
City of Lawton Opt Out
City of Lawton Opt Out Signature Form
UDT Statewide Contract
UDT OMNIA NCPA

Key Issues:**Funding Source:**

ITPROJ_1 : 4400000-52090 (Available: \$165,000; Cost: \$ 161,353.92)

Staff Recommended Council Action:

Request council to approve the agreement with UDT to continue Microsoft 365 services.

ATTACHMENTS:

1. 25-365_City of Lawton - 2025 NCE M365 Annual Commit Paid Yearly - CSP Quote
2. 25_365_UDT Standard Terms and Conditions_April 2025 W_final
3. 25_365_City of Lawton Opt Out
4. 25_365City of Lawton Opt Out Signature Form
5. Statewide Contract with United Data (65df8d4f6f) (version 1)
6. OMNIA NCPA- United_Data_Technologies_Response
7. PS 7303 UDT Renew to 03.13.2028 (1)



April 18th, 2025

Mr. Nickolas Hare
City of Lawton
212 SW 9th St.
Lawton, OK 73505

Dear Nickolas,

As a Microsoft® Tier-1 Cloud Services Provider (CSP), UDT is excited to offer solutions tailored to your needs, focusing on advanced infrastructure and Managed IT-as-a-Service. Established in 1995, UDT has built a reputation for providing comprehensive technology solutions across various sectors, including government and education.

Our experienced team of 60 senior certified engineers and robust partnerships ensure exceptional service and support to over 500 customers. With our CSP Program, clients can concentrate on their core business while we handle IT operations and security. We look forward to a fruitful partnership through our Microsoft Office365 solutions.

From our CSP Program you can expect:

Storefront Access

Gain access to a personalized self-service portal that empowers you with complete visibility into your current licensing while enabling you to complete licensing-related tasks in real-time.

Flexible Billing Options

UDT provides customized payment plans, bundled services, and potential discounts, offering more flexibility than standard pricing models.

Licensing Specialist

Your organization will have at its disposal a UDT licensing specialist who can discuss options and/or answer questions about products, license management, and optimization assessments.

Premier Support

As a UDT customer, your organization will receive the benefit of **our** premier support channel, which prioritizes your support request with Microsoft for resolution.

Cost Optimization and Control

Identify and reduce wasteful spending, underutilization, and low return on IT budgets. UDT Cloud cost optimization enables you to lower your cloud costs and achieve better performance.

Managed Microsoft 365 (add-on)

This powerful optional managed services add-on optimizes the performance of your Microsoft 365 suite to support user adoption and productivity while ensuring integration and operations with your systems and policies.

Sincerely,

Kyle Chartney
Account Executive



Investment

Microsoft® 365 License Plan	QTY	Price per user / per year**	Annual Investment*
NCE Microsoft Entra ID P1 (Governmental Community Cloud Pricing) Term: 1 Year - Annual Commit – Paid Upfront	1	\$65.52	\$65.52
NCE Office 365 G1 (Governmental Community Cloud Pricing) Term: 1 Year - Annual Commit – Paid Upfront	580	\$109.20	\$63,336.00
NCE Office 365 G3 (Governmental Community Cloud Pricing) Term: 1 Year - Annual Commit – Paid Upfront	390	\$251.16	\$97,952.40
		*Total	\$161,353.92

*The Annual charge can fluctuate based on the number of licenses and/or subscriptions increase upon customer request from month to month. License decrease can only be executed at end of annual commit.

**Quote includes a 9% UDT discount to City of Lawton.

United Data Technologies' (UDT) sale and acceptance of Client's purchase for UDT's Microsoft CSP Products and Services is expressly conditioned upon Client's acknowledgment and acceptance to UDT's Standard Terms & Conditions for Microsoft CSP Products and Services and, if applicable, any End User Licensing Agreement.

Client's use of UDT's Microsoft CSP Products and Services is also deemed by the Parties to be Client's acknowledgment and acceptance of such terms.

By clicking the box below and executing this Order Form, you hereby acknowledge that you have read and understand and agree to be bound by UDT's Standard Terms & Conditions for Microsoft CSP Products and Services located at: [UDT's Standard Terms & Conditions for Microsoft CSP Products and Services - UDT \(udtonline.com\)](https://udtonline.com)

☐ **I Accept**

CLIENT HEREBY ACCEPTS TO PURCHASE THE PRODUCTS AND SERVICES LISTED IN THIS ORDER FORM AND AGREES TO BE BOUND TO THE TERMS AND CONDITIONS INCLUDED HEREIN.



CLIENT ALSO REPRESENTS AND WARRANTS THAT THE INDIVIDUAL SO SIGNING OR COMPLYING ON BEHALF OF CLIENT HAS THE RIGHT, POWER AND AUTHORITY TO BIND CLIENT TO UDT'S STANDARD TERMS & CONDITIONS FOR MICROSOFT CSP PRODUCTS AND SERVICES.

IF CLIENT DOES NOT AGREE TO THESE STANDARD TERMS, THEN UDT WILL NOT AND DOES NOT AUTHORIZE CLIENT TO USE OR ACCESS THE PRODUCTS AND SERVICES AND CLIENT MUST NOT USE OR ACCESS, AS APPLICABLE, THE PRODUCTS AND SERVICES.

Approval

City of Lawton

Name:	
Address:	212 SW 9th St. Lawton, OK 73505
Signature:	
Date:	



UDT's Standard Terms & Conditions for Microsoft CSP Products and Services

BY CLICKING THE "ACCEPT" BUTTON OR COMPLYING WITH ANY OTHER MEANS FOR ACCEPTANCE PROVIDED BY UDT, CLIENT HEREBY: (A) ACCEPTS THESE STANDARD TERMS AND CONDITIONS OF SALE FOR MICROSOFT CSP PRODUCTS AND SERVICES (TOGETHER WITH ITS EXHIBITS, AS IT AND EACH MAY BE AMENDED, RESTATED, MODIFIED OR SUPPLEMENTED, COLLECTIVELY, THE "STANDARD TERMS") AND AGREES THAT CLIENT IS LEGALLY BOUND BY THE STANDARD TERMS; AND (B) REPRESENTS AND WARRANTS THAT THE INDIVIDUAL SO CLICKING OR COMPLYING ON BEHALF OF CLIENT HAS THE RIGHT, POWER AND AUTHORITY TO BIND CLIENT TO THE STANDARD TERMS.

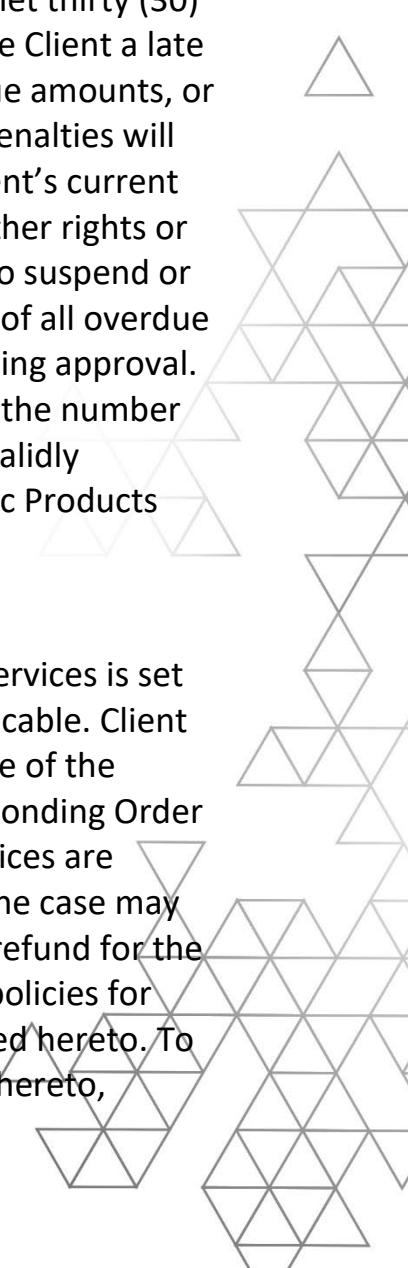
IF CLIENT DOES NOT AGREE TO THESE STANDARD TERMS, THEN UDT WILL NOT AND DOES NOT AUTHORIZE CLIENT TO USE OR ACCESS THE PRODUCTS AND SERVICES AND CLIENT MUST NOT USE OR ACCESS, AS APPLICABLE, THE PRODUCTS AND SERVICES.

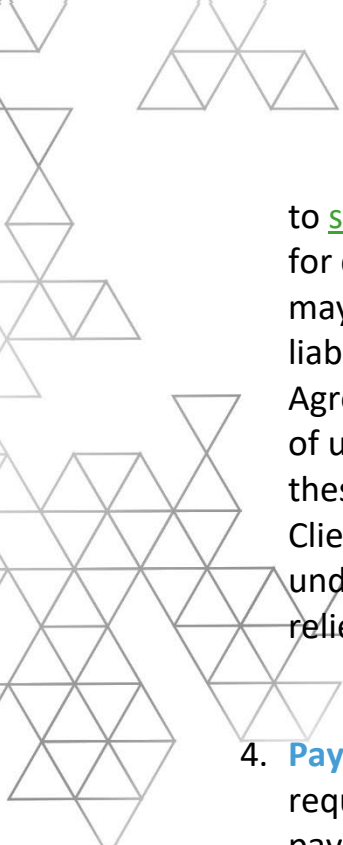
UDT STANDARD TERMS AND CONDITIONS OF SALE FOR MICROSOFT CSP PRODUCTS AND SERVICES

These Standard Terms apply to the sale of those products ("Products") and services ("Services") described on the Order Form or in a quote, proposal, purchase order, statement of work, agreement, other instrument between Client and UDT or other document, agreement or instrument to which Client has agreed with or otherwise assented or clicked in favor of UDT (collectively, an "Agreement"). The Standard Terms amend and restate, and supersede in its entirety, any and all prior standard terms and conditions from UDT with respect



to the Products and Services. To the extent the Standard Terms conflict with the terms and conditions of the Order Form or any Agreement, as applicable, the Standard Terms shall be prevail and govern,

1. **Effective Date.** The original date on which Client first clicks the “Accept” button or complies with any other means for acceptance or deemed acceptance provided by UDT shall be the “Effective Date”.
 2. **Quotation and Payment Terms.** Quotes are valid for a period of thirty (30) days after the date of issue. All invoices are due and payable net thirty (30) days after the date of invoice. UDT reserves the right to charge Client a late penalty of 1.5% per month applied against undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. Late penalties will be recalculated every thirty (30) days thereafter based on Client’s current outstanding balance. In addition, UDT, without waiving any other rights or remedies to which they may be entitled, shall have the right to suspend or terminate any or all Products and Services until UDT’s receipt of all overdue amounts. Payment terms are subject to UDT credit and financing approval. The monthly Recurring Charge (MRC) may fluctuate based on the number of licenses and/or plans changed upon approval by UDT of a validly executed change request. Additional billing policies for specific Products and Services are detailed in Exhibit A attached hereto.
 3. **Term; Cancellation.** The minimum term for any Products or Services is set forth in the corresponding Order Form or Agreement, as applicable. Client is responsible for all payments owed UDT for access to and use of the Products and Services during the term set forth in the corresponding Order Form or Agreement, as applicable. If prepaid Products or Services are cancelled by Client before the Order Form or Agreement, as the case may be, end date, then UDT will be under no obligation to offer a refund for the remaining time or unused Products or Services. Cancellation policies for specific Products and Services are detailed in Exhibit A attached hereto. To the extent they are permitted pursuant to Exhibit A attached hereto, cancellation and change requests must be made in writing
- 

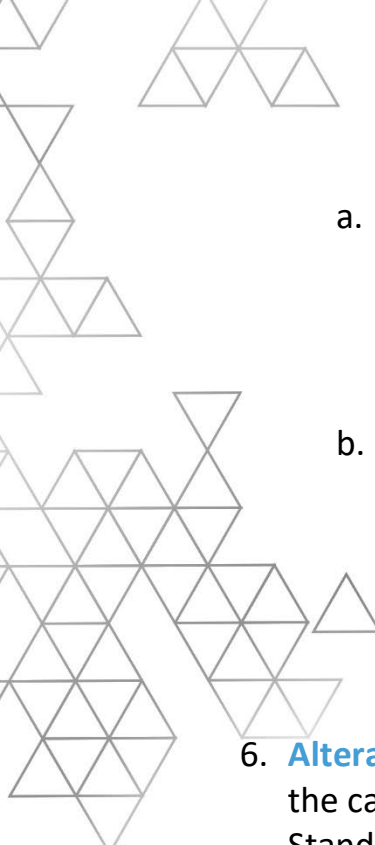
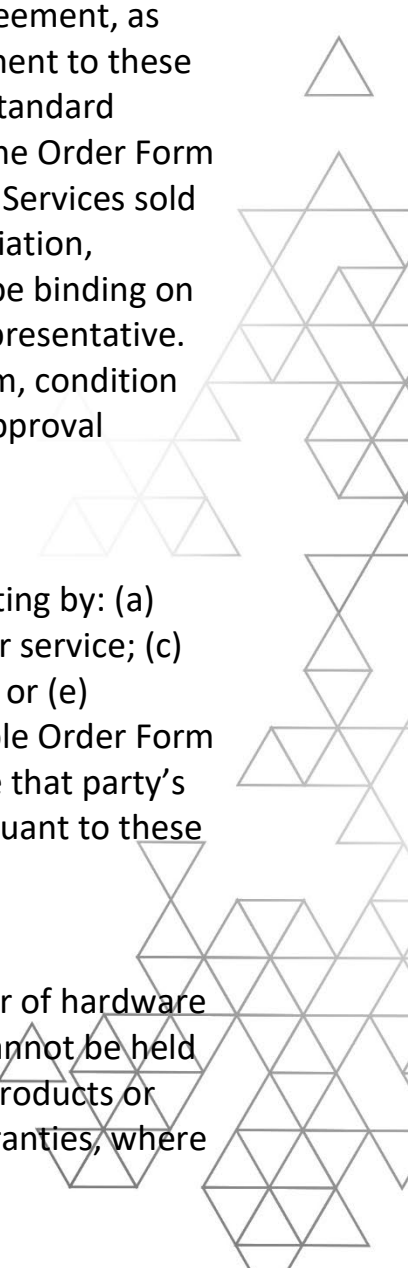


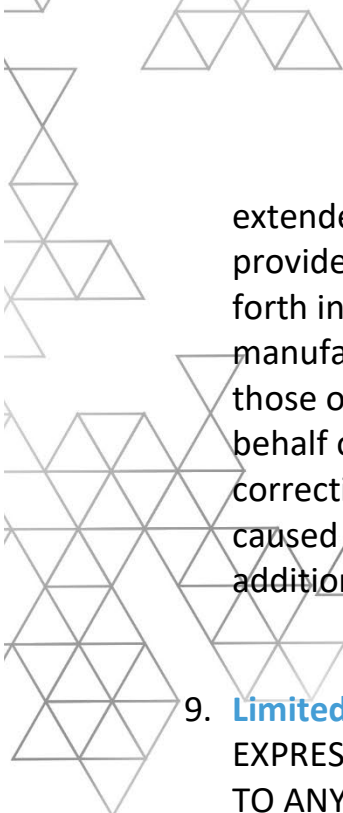
to support@udtonline.com. If at any time Client becomes Insolvent or files for dissolution, or is subject to a security breach or hacking incident, which may result in unauthorized activity or charges, then Client shall remain fully liable to UDT for all payments due under the applicable Order Form or Agreement, as applicable, then in effect even if such amounts are the result of unauthorized activity or charges against Client's account. For purposes of these Standard Terms, the term "Insolvent" or "Insolvency" shall mean that Client is unable to pay its debts as they come due, has filed for protection under any bankruptcy or insolvency law, rule or regulation or has obtained relief for debts in an assignment for the benefit of creditors.

4. **Payment.** Exhibit A attached hereto specifies the reporting and payment requirements for certain Products and Services. If Client fails to make any payments by the applicable due date, then UDT may take any one or more of the following actions:
- a. UDT may hold all pending orders, suspend further shipments to Client or suspend Client's access to Products and Services under any Order Form or Agreement, as applicable, until UDT receives all payments due under all Order Forms and Agreements;
 - b. UDT may charge interest, at a rate not to exceed applicable law, on the past due amount from the first day the amount is past due until the amount is paid in full, and Client agrees to pay UDT such interest on demand; or
 - c. UDT may temporarily disable (or cancel) Client's access to or use of Products or Services, or as otherwise permitted in these Standard Terms.

For the avoidance of doubt, if UDT chooses to take any of the actions described in this Section 4, then it shall not be deemed to have waived any of its other rights or remedies with respect to Client's nonpayment of amounts owed UDT.

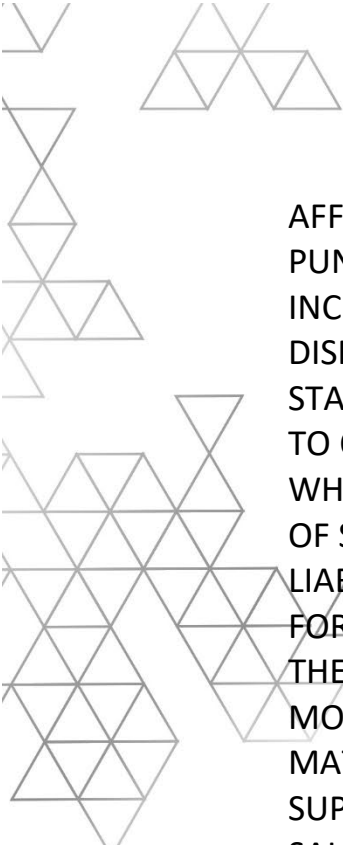
5. **Termination.** UDT and Client acknowledge and agree that an Order Form or Agreement, as applicable, may be terminated as follows:

- 
- 
- a. **Termination for violation of applicable law.** Either party may terminate an Order Form or Agreement immediately upon written notice if (i) that party believes, in good faith, that other party has violated or caused UDT to violate any anti-bribery laws, or that such violation is reasonably likely to occur or (ii) at Microsoft's request.
 - b. **Termination for cause.** Either party may suspend performance or terminate an Order Form or Agreement if other party(i) is in material breach of an Order Form or Agreement, as applicable, or these Standard Terms and fails to cure such breach within thirty (30) days after receipt of written notice of such breach from moving party or (ii) becomes Insolvent.
 6. **Alteration of Terms Not Permitted.** The Order Form and Agreement, as the case may be, are expressly conditioned on Client's agreement to these Standard Terms. the terms and conditions set forth in these Standard Terms shall prevail and control over any conflicting terms in the Order Form and Agreement. Client's acceptance of any of the Products or Services sold hereunder will manifest Client's consent in full hereto. No variation, addition, termination or waiver of any term or condition will be binding on UDT unless in writing and signed by UDT's duly authorized representative. UDT's silence or failure to respond to any such conflicting term, condition or proposal shall not be deemed to be UDT's acceptance or approval thereof.
 7. **Notices.** Any notice and communications shall be given in writing by: (a) personal delivery; (b) a nationally-recognized, next day courier service; (c) first-class registered or certified mail, postage prepaid; (d) fax or (e) electronic mail to the party's address specified in the applicable Order Form or Agreement or to the address that a party has notified to be that party's address for the purposes of this Section 7. A notice given pursuant to these Standard Terms will be effective upon receipt.
 8. **Manufacturer Product Defects.** UDT is neither a manufacturer of hardware nor a publisher of computer software. Because of this, UDT cannot be held responsible for a functionality or performance defect of any Products or Services associated with this engagement. Manufacturer warranties, where



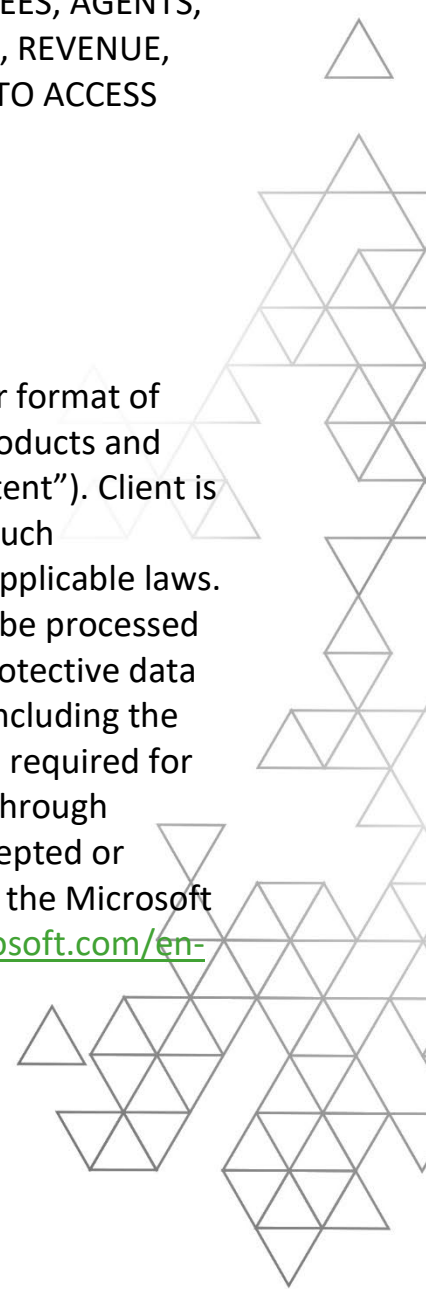
extended by the manufacturer, for Products or Services sold or otherwise provided by or licensed through UDT (or UDT product partners) are set forth in the applicable end user license agreements (“EULA”) and manufacturer warranty statements, and such warranties, if any, are solely those of the manufacturer. UDT will take reasonable measures to work, on behalf of the engagement, with vendors to escalate problems and take corrective action, based on the vendor’s recommendations. Any delays caused by support calls due to manufacturer defects that will require additional time are subject to billing.

9. **Limited Warranty; Disclaimer of Implied Warranties.** UDT MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PRODUCTS OR SERVICES THAT MAY BE SOLD UNDER THIS AGREEMENT AND ANY PRODUCTS OR SERVICES ARE PROVIDED ON AN “AS-IS” BASIS. UDT DISCLAIMS ALL WARRANTIES (INCLUDING, WITHOUT LIMITATION, FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, OR ANY IMPLIED WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE OR USAGE). UDT MAKES NO REPRESENTATION THAT THE PRODUCTS OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE PRODUCTS AND SERVICES ARE NOT TO BE USED IN MEDICAL OR OTHER CIRCUMSTANCES WHERE FAILURE OR INTERRUPTION COULD CAUSE INJURY OR DEATH. THIRD-PARTY WARRANTIES WILL BE PASSED ON AS APPLICABLE.
 10. **Exclusive Remedy.** CLIENT’S EXCLUSIVE REMEDY UNDER THESE STANDARD TERMS IN LIEU OF ALL OTHER REMEDIES WILL BE FOR DAMAGES OR, upon mutual agreement , REPAIR OR REPLACEMENT OF DAMAGED ITEM(S) OF PRODUCTS RETURNED AT CLIENT’S EXPENSE TO UDT. IN THE EVENT DAMAGED PRODUCTS CANNOT BE REPAIRED OR REPLACED, UDT MAY, IN ITS SOLE DISCRETION, REFUND THE PURCHASE PRICE PAID BY CLIENT FOR THE PARTICULAR ITEM(S) OF PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.
 11. **Limitation of Liability.** TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, UDT, ITS EMPLOYEES, AGENTS, SUPPLIERS AND
- 



AFFILIATES SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR COSTS, INCLUDING AMONG OTHER THINGS LOSS OF DATA OR BUSINESS DISRUPTION, HOWSOEVER ARISING OUT OF OR RELATED TO THESE STANDARD TERMS, A TERMINATION OR SUSPENSION OF CLIENT'S ACCESS TO OR USE OF PRODUCTS OR SERVICES, AN ORDER FORM OR AGREEMENT, WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. TO THE EXTENT UDT IS HELD LEGALLY LIABLE TO CLIENT, UDT'S TOTAL LIABILITY IS LIMITED TO DIRECT DAMAGES FOR ANY CLAIM BASED ON A MATERIAL BREACH OF THE AGREEMENT OR THE PRODUCTS OR SERVICES, UP TO A MAXIMUM OF TWELVE (12) MONTHS OF THE RELATED FEES PAID BY CLIENT DURING THE PERIOD OF MATERIAL BREACH. IN NO EVENT WILL UDT (OR ITS EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES) BE LIABLE FOR ANY LOST PROFITS, REVENUE, SALES, SAVINGS, OR VALUE OR LOSS OF DATA OR INABILITY TO ACCESS DATA OR BUSINESS INTERRUPTION.

12.

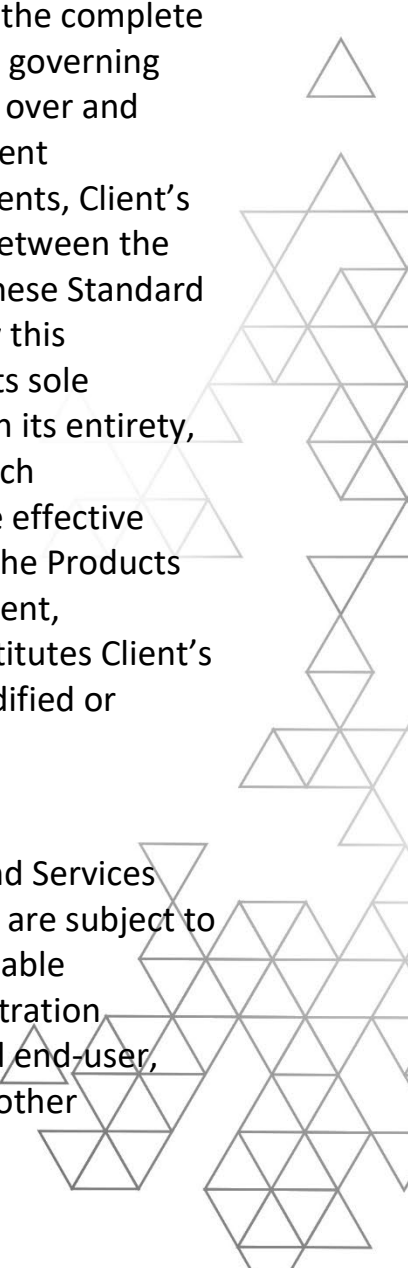
13. **Data Privacy.** UDT has no control over the type, substance or format of Client's information stored and/or processed through the Products and Services (whether sent to, from or by Client, the "Client Content"). Client is responsible to ensure that the processing and disclosure of such information to UDT and its service providers complies with applicable laws. Client acknowledges and agrees that: (a) its information will be processed in the United States or other countries that may have less protective data protection laws than the region in which they are situated (including the European Economic Area); (b) it has all appropriate consents required for such transfer and use; and (c) communications transmitted through systems covered by the Products and Services may be intercepted or monitored for purposes of the Products and Services. To see the Microsoft data privacy guidelines, visit the website: <https://www.microsoft.com/en-us/trust-center>.
- 

14. **Contingencies and Force Majeure.** UDT shall not be liable for any delay in delivery or non-performance, in whole or in part, due to causes beyond its reasonable control, including, but not limited to, acts of God, environmental conditions at Client's and/or UDT's premises, suppliers, fire, vandalism, cable cut, power outage, Client's third party contractors, non-performance of third party technology providers specified by Client, storm or other similar occurrences; any law, order, regulation, action or request of any government, including state and local governments, having jurisdiction over either of the parties, or any instrumentality thereof, or of any civil or military authority; wars; or strikes or other labor difficulties; epidemic or pandemic.
15. **Assignment.** These Standard Terms bind and inure to the benefit of UDT, its successors and assigns. Client may not assign any right or interest in any Order Form or Agreement or these Standard Terms nor delegate the performance of any of its obligations without UDT's prior written consent.
16. **Applicable Law and Forum.** The validity, performance, and construction of an Order Form, Agreement and these Standard Terms, as applicable, shall be governed by the laws of the State of Oklahoma and venue shall be in either the Oklahoma State District Court of Comanche County or the Federal District Court for the Western District of Oklahoma, whichever may be applicable."
17. **Microsoft Terms and Conditions.** By clicking "Accept" or comply with any other means for acceptance or deemed acceptance provided by UDT, Client agrees it is responsible for complying with Microsoft security requirements, including, but not limited to, the security of Client's proprietary and confidential information and for maintaining a procedure external to the supported Products and Services, as applicable, to reconstruct lost or altered Client files, data, or programs. More information can be found at <https://docs.microsoft.com/en-us/partner-center/partner-security-requirements>. Additionally, Client acknowledges they are in agreement with all the terms and conditions included in the most recent version of the Microsoft Customer Agreement and that they will adhere to the Microsoft



Customer

Agreement: <https://www.microsoft.com/licensing/docs/customeragreement>. Further, Client expressly agrees to execute any and all documentation required by Microsoft to create a legally enforceable contract between Microsoft and Client with respect to the Microsoft Customer Agreement.

18. **Complete Agreement.** Client acknowledges that they have read these Standard Terms and the applicable Order Form or Agreement, as the case may be, understand them, and agree to be bound by their terms and conditions. Further, Client represents and agrees that the Order Form and Agreement, as applicable, these Standard Terms and the EULA licenses contained with the applicable Products and Services set forth the complete and exclusive statement of agreement with UDT including the governing terms and conditions between the parties, which shall prevail over and supersede all proposals, printed provisions on subordinate Client documents including purchase orders, oral or written agreements, Client's general terms and conditions and all other communications between the parties relating to the subject matter of the Agreement and these Standard Terms. Each Exhibit attached hereto is incorporated herein by this reference. UDT may, at any time and from time to time, and its sole discretion, amend, restate, modify or supplement, in part or in its entirety, these Standard Terms with or without notice to Client. Any such amendment, restatement, modification or supplement will be effective immediately upon public posting. Client's access to or use of the Products and Services, as the case may be, following any such amendment, restatement, modification or supplement, as applicable, constitutes Client's acceptance of the Standard Terms as amended, restated, modified or supplemented.
19. **Export Restrictions.** Client acknowledges that the Products and Services sold pursuant to the Order Form or Agreement, as applicable, are subject to U.S. export jurisdiction. Client agrees to comply with all applicable international and national laws, including U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions of the United States and other
- 



governmental authorities.

20. **Software Installation.** Client acknowledges and agrees that if Microsoft publishes a new version of the Products or Services set forth in an Order Form or Agreement, as applicable, then, if requested to do so by UDT, Client shall implement the new version of such Products or Services.

21. **Security Obligations.** Client must implement and enable a multifactor authentication (“MFA”) process to access Microsoft Products and Services. By accepting the Order Form or Agreement, as the case may be, Client irrevocably authorizes UDT and each of its applicable third party vendors to audit and verify Client’s activation and continued use of MFA via API or other access verification technology without prior notice. Client will defend, indemnify and hold harmless UDT for any claims arising out of or related to Client’s breach of its obligations under this Section 21.

22. **Administrative Access.** Subject to applicable data privacy and data protection laws and regulations in Client’s jurisdiction, Client hereby grants UDT an irrevocable license during the term of the applicable Order Form or Agreement to obtain and use Client’s administrative access credentials, if necessary, to fulfil UDT’s technical support obligations.

23. **Changes to Available Products and Services.** UDT may add new Microsoft Products or Services (or a form factor, version or SKU of a Product or Service) to its Product and Service offerings at any time and without notice to Client. Client expressly acknowledges and understands that Microsoft may update or otherwise modify, an existing Product or Service to add new features or functionality at any time. UDT will endeavor to provide Client with prior notice before discontinuing a Product or Service or removing any existing features or functionality of a Product or Service (or SKU of a Product or Service), subject to the notice UDT receives from Microsoft.

- a. *Price Changes.* Because Microsoft may change its pricing from time to time without notice to UDT, UDT may decrease or increase Product and Service fees at any time, without notice to Client.

- b. *Changes to Product or Service-Specific Terms.* Microsoft may change the terms and the conditions of Product or Service-specific terms at any time. UDT will endeavor to provide reasonable prior notice before such changes become effective.
- c. *Changes to Non-Microsoft Products.* UDT may change the prices for Non-Microsoft Products or Services and may add or remove Non-Microsoft Products or Services from its offered Products and Services on notice to Client.

EXHIBIT A

SPECIFIC PRODUCT AND SERVICE

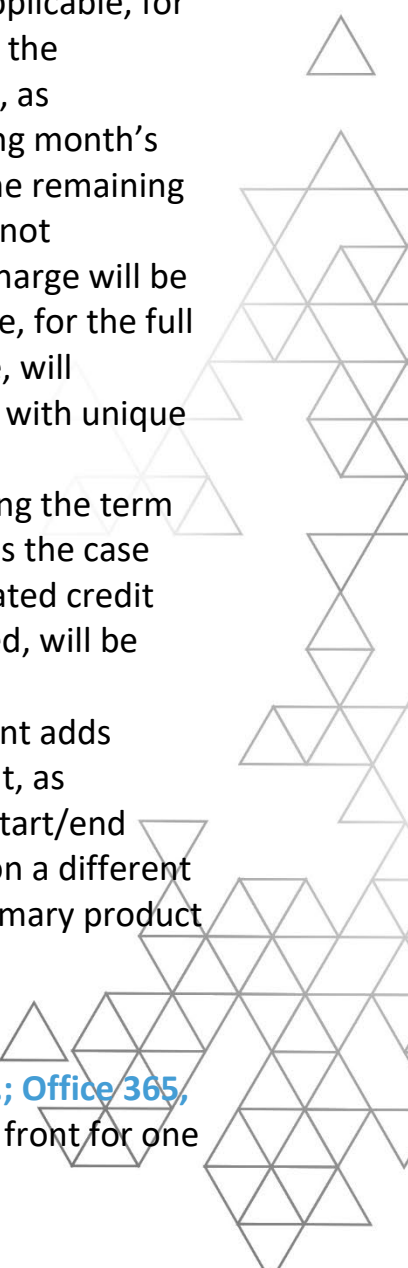
BILLING, CANCELLATION AND RENEWAL TERMS

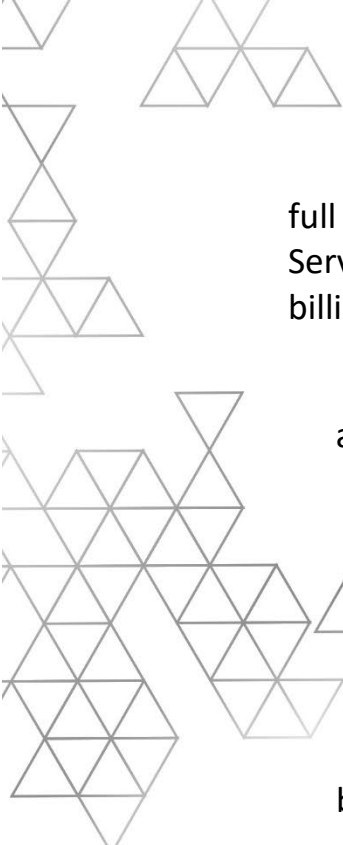
1. **Legacy CSP – Monthly Paid License-Based Online Services (i.e. Office 365, Dynamics 365, and Microsoft 365).** Product and Service subscriptions will become active at the time access is made available to Client. Client's first invoice will be delayed until the applicable billing cycle of the following month and will be based on the charges from UDT's distributor or Microsoft for the previous month of service. Invoices may be delayed due to holidays, account issues, or system issues. A new contract number will be issued for the net new services provisioned during each calendar day for each billing type provisioned. Charges will start accruing as soon as Product or Service subscriptions are activated.
 - a. License Additions & Subtractions: New license additions throughout the term of the applicable Order Form or Agreement will be reflected on the next invoice sent on the applicable billing cycle of the following month for the prorated amount to the day, aligning with the underlying Order Form or Agreement billing cycle of the following month. Any licenses subtracted from a line item will be reflected on the next month's invoice. Prorated credits for the remaining previously billed days on the decreased license counts will be received on that next bill, if approved and received from UDT's distributor or Microsoft. Start/end dates on the corresponding Order



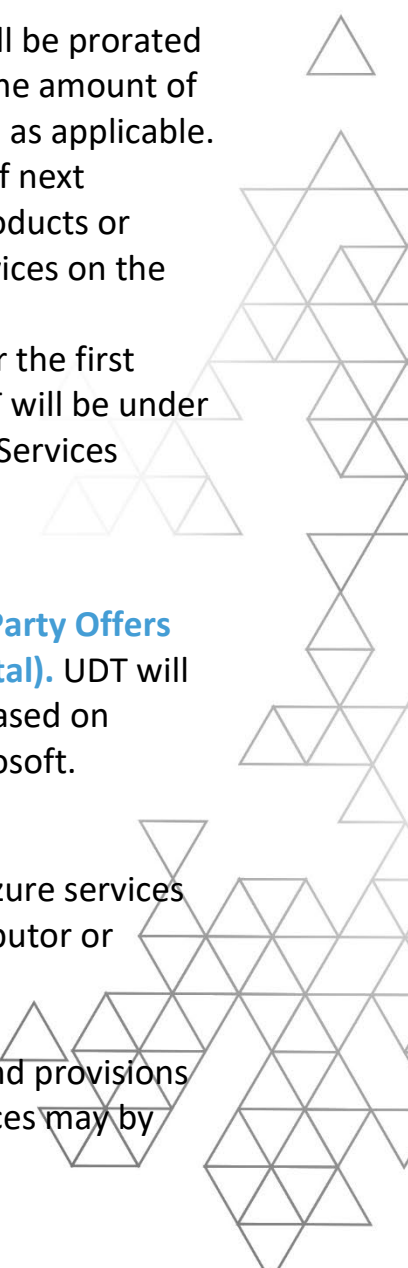
Form or Agreement, as applicable, will not change when license quantities are changed.

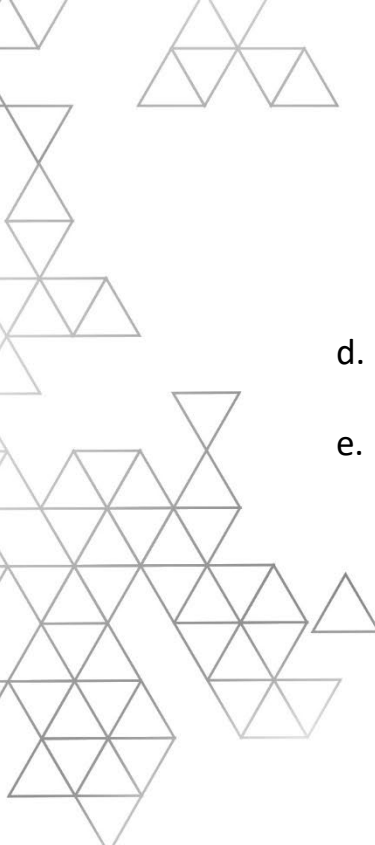
- b. Upgrades & Downgrades: Upgrades for paid monthly services are allowed and will reflect on the next month's invoice. A new charge will be issued for the upgraded Product or Service type for the full amount, and a prorated credit will be issued for the remaining time on the previous Product or Service type. The new Product or Service type will provision a new subscription and new contract number with unique start/end dates. Downgrades for paid monthly Products or Services are allowed. Any other contract type (annual contract paid annually, 3-year, etc.) is not guaranteed a downgrade, and is subject to UDT and Microsoft approval. For monthly services, a new charge will be issued for the new Product or Service type, as applicable, for the full amount, and a prorated credit will be issued for the remaining time on the previous Product or Service type, as applicable, on the applicable billing cycle of the following month's invoice. For other contract types, prorated credits on the remaining time of cancelled Products or Services, as applicable, is not guaranteed and subject to Microsoft approval. A new charge will be issued for the new Product or Service type, as applicable, for the full amount. The new Product or Service type, as applicable, will provision a new subscription and new contract number with unique start/end dates.
- c. Cancellations: If Products or Services are cancelled during the term set forth on the applicable Order Form or Agreement, as the case may be, partial credits will be issued based on the prorated credit amount received by UDT. That credit amount, if received, will be distributed to Client on the next invoice cycle.
- d. New Products: Any new primary Product or Service Client adds during the term of an existing Order Form or Agreement, as applicable, will have a unique agreement number and start/end dates from the other Products and Services if ordered on a different day. Add-on products will retain the end date of the primary product to which it is attached.

- 2. **Legacy CSP – Annually paid Usage-Based Online Services (i.e.; Office 365, Dynamics 365, and Microsoft 365).** UDT will invoice Client up front for one
- 



full year of service based on the activation date of the Product(s) and Service(s). Client will be billed for one (1) year of service on the applicable billing cycle of the following month.

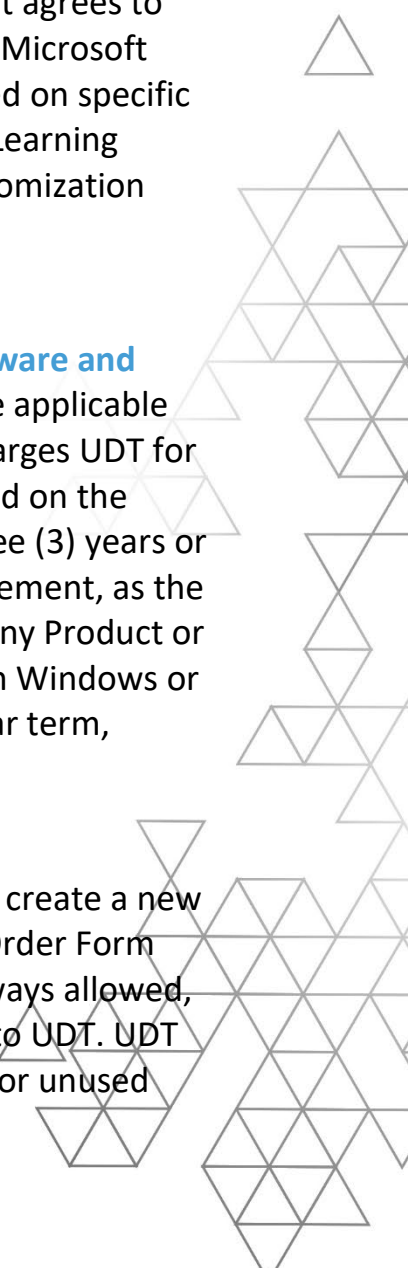
- a. License Additions & Subtractions: License additions will be allowed during the year and will share the same expiration date as the originally purchased licenses. Additional licenses will have a prorated cost to coincide with the original expiration date and will be invoiced to Client on the first billing date of the following month. License reductions will only be allowed at the renewal date. No credits will be given for Products or Services no longer needed within the annual term.
 - b. Upgrades & Downgrades: Upgrades are allowed and will be prorated based on the amount paid for the original license and the amount of time left on the one (1) year Order Form or Agreement, as applicable. This amount will reflect on the applicable billing cycle of next month's bill. Downgrades are not allowed for yearly Products or Services. Mixing of yearly and monthly Products or Services on the same Agreement is not allowed.
 - c. Cancellations: If Products or Services are cancelled after the first thirty (30) days and during the one (1) year period, UDT will be under no obligation to refund Client for time and Products or Services remaining.
 3. **Consumption Services (Legacy Azure, Azure Plan, and all 3rd Party Offers available on Azure Marketplace placed within the Azure Portal).** UDT will invoice Client on the applicable billing cycle of every month based on consumption reports received from UDT's distributor or Microsoft.
 - a. Consumption reports are based on previous month's Azure services and usage of those services as reported by UDT's distributor or Microsoft.
 - b. If no services are consumed, no charges will accrue.
 - c. If Client is still purchasing Legacy Azure subscriptions and provisions any 3rd Party Marketplace services, those 3rd Party services may be
- 

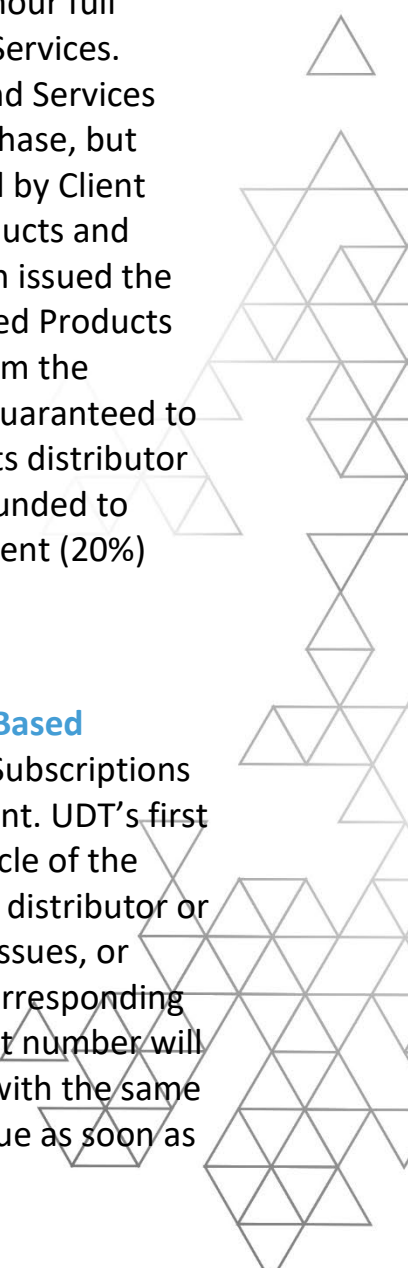


default appear on a separate invoice from the normal Azure usage. If Client purchases an Azure Plan, and 3rd Party Marketplace services, they may appear on the same invoice automatically.

- d. Azure agreements are subject to pricing changes from UDT's distributor or Microsoft at any time.
- e. Client acknowledges that UDT offers certain solutions on the Microsoft Azure platform using pre-defined templates. Client acknowledges and agrees that Client shall be charged a fee as soon as Client starts any and/or all Azure solutions, including but not limited to Azure Machine services and solutions while the machines are being created. UDT shall bill Client monthly based on usage reports from UDT's distributor or Microsoft of Client's usage of the Products and Services for the previous month and Client agrees to pay such fees. For the monthly Machine usage reports, Microsoft shall charge Client by the minute at a variable rate based on specific cost metrics. Client acknowledges that Azure Machine Learning services are customized for each end user and this customization may require additional fees to be paid by Client.

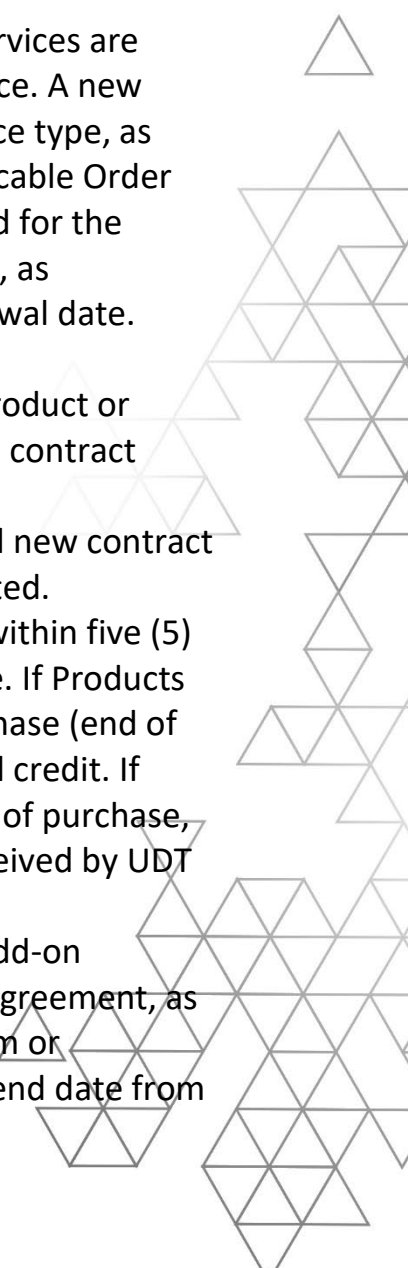
4. **Modern Offers (Azure Reserved Instances, Subscription Software and Perpetual Software in CSP).** UDT will start billing Client on the applicable billing cycle of the following month after UDT's distributor charges UDT for the given order. Billing will either be up front or monthly based on the billing type ordered. Contract length may be one (1) year, three (3) years or perpetual. For purposes of the applicable Order Form or Agreement, as the case may be, and this Exhibit, "Reserved Instance(s)" means any Product or Service purchased in Microsoft Azure as an upfront reserve on Windows or Linux Virtual Machines (VMs) in a one (1) year or three (3) year term, starting immediately after provisioning.

- a. License Additions & Subtractions: License additions will create a new contract number and new start and end dates. A new Order Form number will be required. License reductions are not always allowed, and must be a manual transaction requested by Client to UDT. UDT will not guarantee a credit to Client for remaining time or unused Products or Services.
- 

- 
- 
- b. Upgrades & Downgrades: Upgrades are allowed for Reserved Instances only, but will be a manual transition requested by Client to UDT. UDT will not guarantee a credit to Client for remaining time or unused Products or Services. Downgrades are not always allowed, and will be a manual transition requested by Client to UDT. UDT will not guarantee a credit to Client for remaining time or unused Products or Services.
 - c. Cancellations: Products and Services cancelled within the first five (5) days of provisioning will be refunded only after UDT has been notified by Client that the applicable Products and Services are cancelled and UDT has been issued the credit for the applicable Products and Services by its distributor. Credit for said cancellation will be prorated to the day, which means there is a 24-hour full cancellation window for these applicable Products and Services. Reserved Instances and perpetual software Products and Services can be cancelled within the first thirty (30) days of purchase, but Client will only be refunded after UDT has been notified by Client that the Reserved Instances or perpetual software Products and Services, as applicable, are cancelled, and UDT has been issued the credit by UDT's distributor or Microsoft for said cancelled Products and Services. Cancellations after the thirty (30) days from the provisioning date are not always allowed, and are not guaranteed to receive a refund. If or when a credit is given to UDT by its distributor for any Reserved Instance cancellation, the amount refunded to Client may be prorated and include up to a twenty percent (20%) restocking fee based on the original order cost.
5. **New Commerce Experience CSP – Month-to-Month License-Based Services (i.e. Office 365, Dynamics 365, and Microsoft 365)**. Subscriptions will become active at the time access is made available to Client. UDT's first invoice to Client may be delayed until the applicable billing cycle of the following month and will be based on the charges from UDT's distributor or Microsoft. Invoices may be delayed due to holidays, account issues, or system issues. The applicable billing cycle is set forth in the corresponding Order Form or Agreement, as the case may be. A new contract number will be issued for the net new Products and Services provisioned with the same day for each billing type provisions. Charges will begin to accrue as soon as



the applicable Products or Services are activated.

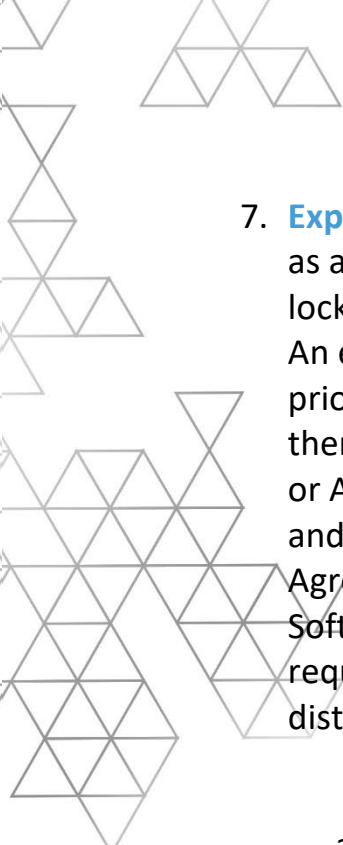
- a. License Additions & Subtractions: New license additions throughout the term of the applicable Order Form or Agreement will be included on the invoice sent to Client on the applicable billing cycle of the following month for the prorated amount to the day to align with the term and billing cycle selected by Client on the original Order Form or Agreement, as applicable. License subtractions can only be done within the cancelation window; a prorated credit will be issued based on the credit received by UDT from its distributor. Start/end dates on the applicable Order Form or Agreement will not change when quantities are changed.
 - b. Upgrades & Downgrades: Upgrades to Products and Services are allowed and will be reflected on the next month's invoice. A new charge will be issued for the upgraded Product or Service type, as applicable, for the full duration of the term of the applicable Order Form or Agreement, and a prorated credit will be issued for the remaining time on the previous Product or Service type, as applicable. Downgrades are not allowed except at renewal date.
 - i. If the full QTY on the line is upgraded, the new Product or Service type will keep the same subscription, and contract number with the same start/end dates.
 - ii. If only partially upgraded, a new subscription and new contract number with unique start/end dates will be created.
 - c. Cancellations: Client can cancel Products and Services within five (5) days (or equivalent hours) (UTC Time Zone) of purchase. If Products and Services are cancelled within the same day of purchase (end of day calculated by UTC time zone), Client will receive full credit. If Products and Services are cancelled after the same day of purchase, Client will receive a prorated credit based on credit received by UDT from its distributor.
 - d. New Products: Any new Product or Service (including add-on Products or Services) added to Client's Order Form or Agreement, as applicable, during the term of the applicable Order Form or Agreement, as applicable, will have a unique start and end date from
- 

the other Products and Services if ordered on a different date.

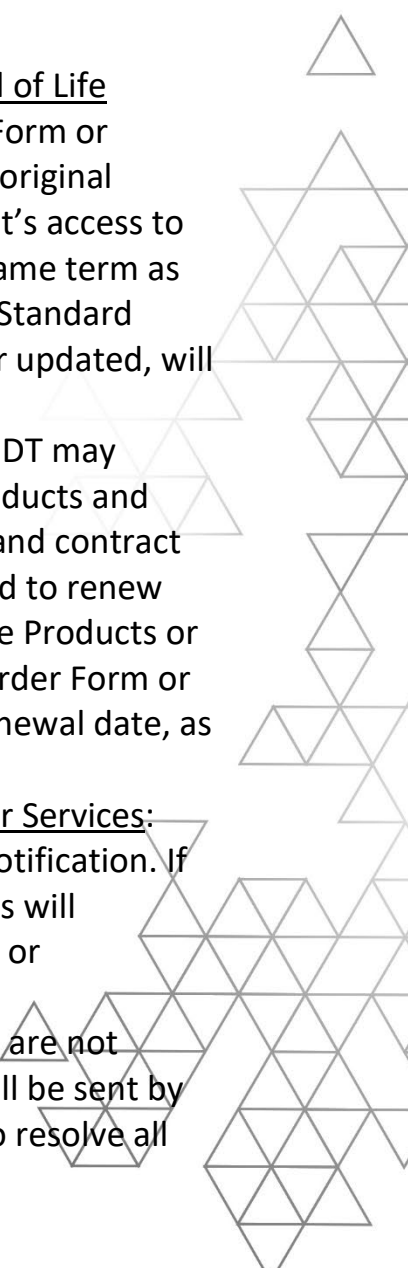
6. **New Commerce Experience CSP – Yearly and Multi-Year Usage-Based Online Services (i.e.; Office 365, Dynamics 365, and Microsoft 365).** If

Client chooses to pay monthly, UDT will invoice Client for one (1) month of Products and Services, as applicable, every billing cycle until the applicable Order Form or Agreement is terminated/changed. If Client chooses to pay annually, UDT will invoice Client for the full one (1) year of Products and Services, as applicable, in the applicable billing cycle.

- a. License additions & subtractions. License additions will be allowed during the year and will be billed on a pro-rated scale to the day plus (if paying upfront or annually, additional months remaining will also be added to this prorated bill). This amount will reflect on the applicable billing cycle of the next month's bill. New license additions will share the same expiration date as originally purchased licenses. Additional licenses will have a prorated cost to coincide with the original expiration date. License reductions will only be allowed at the renewal date, or within the cancelation window.
- b. Upgrades & downgrades. Upgrades are allowed and will be prorated based on the amount paid for the original license and the amount of time left on the applicable Order Form or Agreement. This amount will reflect on the applicable billing cycle of the next month's bill. Downgrades are not allowed for yearly/multi-year Products or Services. Mixing of yearly and monthly Products and Services on the same contract is not allowed.
- c. Cancellations. Client can cancel the applicable Products and Services within five (5) days (or the hour equivalent) of purchase. If such Products and Services are cancelled within same day of purchase, Client will receive full credit. If such Products and Services are cancelled after the same day of purchase, Client will receive a prorated credit based on credit received by UDT.



7. **Expiration of Order Forms and Agreements.** Order Forms and Agreements, as applicable, for prepaid (non-consumption based) Products and Services lock in pricing for the full term of the applicable Order Form or Agreement. An email notification for renewal will be sent on or about thirty (30) days prior to the anniversary date of the applicable Order Form or Agreement. If there are no outstanding issues with respect to the applicable Order Form or Agreement, Client will have the option to renew or suspend Products and Services, as applicable, at the end of the applicable Order Form or Agreement (excluding Order Forms or Agreements for Modern Offers CSP Software Subscriptions and Azure Reserved Instances, as they will always require a new order from Client). If no response is given to UDT following distribution of the renewal notification, the following will occur:

- a. Order Forms or Agreements with no Price Changes, End of Life Products or Services, or Billing Issues: The same Order Form or Agreement number and contract number submitted at original purchase date will be used to renew and continue Client's access to and use of the applicable Products or Services for the same term as set forth in the original Order Form or Agreement. The Standard Terms, in effect as of such renewal date, as amended or updated, will apply.
 - b. Order Forms or Agreements Requiring Price Changes: UDT may change the charge price for the referenced ongoing Products and Services. The same Order Form or Agreement number and contract number submitted at original purchase date will be used to renew and continue Client's access to and use of the applicable Products or Services for the same term as set forth in the original Order Form or Agreement. The Standard Terms, in effect as of such renewal date, as amended or updated, will apply.
 - c. Order Forms or Agreements with End of Life Products or Services: The option to renew will not be given on the renewal notification. If issues are not resolved by the renewal date, the licenses will immediately expire, and the corresponding Order Form or Agreement will terminate.
 - d. Order Forms or Agreements with Billing Issues: If issues are not resolved by the renewal date, a termination warning will be sent by UDT to Client. Client will have three (3) business days to resolve all
- 

outstanding billing issues associated with said Order Form or Agreement before the licenses will be suspended.

Online Services Extended Term Option Form (Government)

Enrollment Number 8037880

Reseller or
Software Advisor to complete

Please return this form to the Microsoft Affiliate identified on the signature form. **To be valid, this form must be attached to a signature form and received by Microsoft at least 30 days prior to the expiration of the Enrollment.**

For the purposes of this form, "Entity" means the signing entity, Customer, Enrolled Affiliate, Government Partner, or Integrator entering into a volume licensing program agreement. Eligible Online Services may be found in the Product Terms.

Choosing an Extended Term: Entity may choose to have an Extended Term ("Opt In") or not ("Opt Out") for current and future purchases of Online Services identified as eligible for the Extended Term in the Product Terms by providing information in the table below. Upon renewal of the Enrollment, the Extended Term option will be reset to default settings for the renewal term.

If selecting "All current and future eligible Online Services", Entity agrees that the Extended Term Option will change for all current and future purchases of eligible Online Services during the Enrollment term. Entity cannot Opt In to dependent Online Services without Opting In to the parent Online Service.

For Multi-tenant scenario:

When entering the enrollment in the Enrollment Number box above, selections in this form will apply to Lead enrollment **and all** Tenant enrollments by default.

☐ Check box if selection applies to Lead Enrollment **only**

When entering a Tenant enrollment in the Enrollment Number box above, selections will apply to Tenant enrollment **only** (even if check box above is ticked)

OLS Description	Select Extended Term Option
All current and future eligible Online Services, except for Azure Services	Opt In
<choose>	<choose>
<choose>	<choose>
<choose>	<choose>
<choose>	<choose>
<choose>	<choose>
<choose>	<choose>
<choose>	<choose>
<choose>	<choose>
<choose>	<choose>
<choose>	<choose>
<choose>	<choose>
<choose>	<choose>
<choose>	<choose>
<choose>	<choose>

Reseller or Software Advisor acknowledgement:

Name of Reseller/Software Advisor SHI International Corp

Printed Name Scott Doherty

Printed Title Contracts Specialist

Date 5/14/25

Reseller/Software Advisor Signature



Program Signature Form

MBA/MBSA number

Agreement number

9065182

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Online Services Extended Term Option Form	X20-14395
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Lawton
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name _____ Printed Title _____ Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA



**STATE OF OKLAHOMA STATEWIDE CONTRACT WITH UNITED DATA
TECHNOLOGIES, INC.**

This State of Oklahoma Statewide Contract No. 1041 ("Contract") is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services ("State") and United Data Technologies, Inc. ("Supplier") and is effective as of the date of last signature to this Contract. The initial term, which begins on the effective date of the Contract, is one year and there are four (4) one-year options to renew the Contract.

Purpose

The State is awarding this Contract to Supplier for the provision of software and services to support State agencies and other eligible Oklahoma Interlocal Entities. This Supplier will provide software, training, pre-sales assistance, documentation, installation, maintenance, support, configuration, customization, and license agreement administration, as more particularly described in certain Contract Documents. Supplier submitted a proposal with no additional terms, master terms, exceptions, or confidentiality requests. This Contract memorializes the agreement of the parties with respect to the terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation, Attachment A;
 - 2.2. General Terms, Attachment B;
 - 2.3. Statewide Contract Terms, Attachment C;
 - 2.4. Information Technology Terms, Attachment D;
 - 2.5. Information Security Requirements, Attachments D1;
 - 2.6. Additional Terms, Attachment E1;
 - 2.7. Master Terms, Attachment E2;
 - 2.8. Pricing, Attachment E3;
 - 2.9. Value Add Terms, Attachment E4;

- 2.10. Third Party Terms, Attachment E5;
- 2.11. Negotiated Exceptions to Contract, Attachment F; and
- 2.12. Template for Contract Modification for Quotes, Statements of Work, or Other Documents, Attachment F1.

Attachments referenced in this section are attached hereto and incorporated herein.

3. The parties additionally agree:

- 3.1. Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.
- 3.2. Unless mutually agreed to in writing by the Chief Information Officer (CIO) utilizing Attachment F-1, no Contract Document or other terms and conditions or clauses, including via a hyperlink or uniform resource locator shall supersede or conflict with the terms of this Contract or expand the State's or Customer's liability or reduce the rights of Customer or the State. If supplier is acting as a reseller, any third-party terms provided are also subject to the foregoing.
- 3.3. To the extent any term or condition in any Contract Document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.
- 3.4. Supplier, as a software value added reseller, is required to ensure that any software or information technology resold complies with applicable law and the Compliance and Electronic and Information Technology Accessibility clause in the Contract. This includes providing the State with a Voluntary Product Accessibility Template ("VPAT"). If the software or information technology is not compliant, Supplier holds an affirmative obligation to ensure that the software or information technology becomes compliant or provide notice to the State that the software or information technology cannot be made complaint and why.
- 3.5. Third party products resold under this Contract shall also be governed by the negotiated electronic license, subscription, maintenance, support or similar agreement between the State and the third-party publisher or supplier. Supplier agrees that all such agreements will pass to any applicable Acquisition placed by the State or Customer hereunder. Any other third-party product terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement shall be binding only upon the State's acceptance of those additional terms.
- 3.6. To the extent any terms or conditions in the vendor's document Attachment E1 conflict with applicable terms in Attachments A through D1 the terms in Attachments A through D1 shall control.

4. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES

UNITED DATA TECHNOLOGIES, INC.

By: 
Joe McIntosh (Mar 6, 2024 14:07 CST)

Name: Joe McIntosh

Title: CIO

Date: Mar 6, 2024

By: 
Fernando Fernandez (Mar 6, 2024 15:04 EST)

Name: Fernando Fernandez

Title: CFO

Date: Mar 6, 2024

ATTACHMENT A
SOLICITATION NO. 0900000556

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

PURPOSE

The Contract is awarded as a statewide contract on behalf of the Office of Management and Enterprise Services for software and services to support State agencies and other eligible Oklahoma Interlocal Entities. This Supplier will provide software, training, pre-sales assistance, documentation, installation, maintenance, support, configuration, customization, and license agreement administration.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are [4] one-year options to renew the Contract.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State

exercises such option to extend ninety (90) days, the State shall notify the Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5 Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

- 2.1 Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.
- 2.2 Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:
 - A. any Addendum;
 - B. any applicable Solicitation;
 - C. any Contract-specific State terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
 - D. the terms contained in this Contract Document;
 - E. any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
 - F. any statement of work, work order, or other similar ordering document as applicable; and
 - G. other mutually agreed Contract Documents.
- 2.3 If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms

provided by Supplier shall not take priority over this Contract Document or Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 **Modification of Contract Terms and Contract Documents**

- 3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 **Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3** Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4** Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

- 7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

- 8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set

forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

- 8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.
- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
 - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
 - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
 - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
 - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
 - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
 - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
 - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

- 11.6** The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.
- 11.7** Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

- 13.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.
- 13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.
- 13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

- 17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- 17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

- 18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

- 18.4** The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

- 19.1** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.
- 19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

- 20.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.
- 20.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.
- 20.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

State Purchasing Director
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy General Counsel
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1** The Contract is a non-mandatory statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental contract.
- 1.2** The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

- 2.1** Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2** Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3** Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the

right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii.** Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
 - a.** January 01 through March 31;
 - b.** April 01 through June 30;
 - c.** July 01 through September 30; and
 - d.** October 01 through December 31.
- v.** Reports must include the following information:
 - a.** Procuring entity;
 - b.** Order date;

- c. Purchase Order number or note that the transaction was paid by Purchase Card;
- d. City in which products or services were received or specific office or subdivision title;
- e. Product manufacturer or type of service;
- f. Manufacturer item number, if applicable;
- g. Product description;
- h. General product category, if applicable;
- i. Quantity;
- j. Unit list price or MSRP, as applicable;
- k. Unit price charged to the purchasing entity; and
- l. Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

ATTACHMENT D

STATE OF OKLAHOMA INFORMATION TECHNOLOGY TERMS

The parties further agree to the following terms (“Information Technology Terms”), as applicable, for any Acquisition of products or services with an information technology or telecommunication component. Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES-Information Services (“OMES-IS”) is designated to purchase information technology and telecommunication products and services on behalf of the State. The Act directs OMES-IS to acquire necessary hardware, software and services and to authorize the use by other State agencies. OMES, as the owner of information technology and telecommunication assets and contracts on behalf of the State, allows other State agencies to use the assets while retaining ownership and the right to reassign the assets, at no additional cost, upon written notification to Supplier. OMES-IS is the data custodian for State agency data; however, such data is owned by the respective State agency.

1 Definitions

- 1.1 **COTS** means software that is commercial off the shelf.
- 1.2 **Customer Data** means all data supplied by or on behalf of a Customer in connection with the Contract, excluding any confidential information of Supplier.
- 1.3 **Data Breach** means the unauthorized access by an unauthorized person that results in the use, disclosure or theft of Customer Data.
- 1.4 **Host** includes the terms **Hosted** or **Hosting** and means the accessing, processing or storing of Customer Data.
- 1.5 **Intellectual Property Rights** means the worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, Moral Rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights. Intellectual Property Rights of a party also includes all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
- 1.6 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 1.7 **Non-Public Data** means Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential

by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.

- 1.8 Personal Data** means Customer Data that contains 1) any combination of an individual's name, social security numbers, driver's license, state/federal identification number, account number, credit or debit card number and/or 2) data subject to protection under a federal, state or local law, rule, regulation or ordinance.
- 1.9 Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the Hosted environment used to perform the services.
- 1.10 State CIO** means the State Chief Information Officer or authorized designee.
- 1.11 Supplier Intellectual Property** means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Supplier and identified in writing as such (a) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of a Customer relating to the services or Work Product, or (b) after the effective date of the Contract if such tangible or intangible items or things were independently developed by Supplier outside Supplier's provision of services or Work Product for Customer under the Contract and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.
- 1.12 Third Party Intellectual Property** means the Intellectual Property Rights of any third party that is not a party to the Contract, and that is not directly or indirectly providing any goods or services to a Customer under the Contract.
- 1.13 Work Product** means any and all deliverables produced by Supplier for Customer under a statement of work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (i) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts,

personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or statement of work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or a statement of work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Supplier personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2 Termination of Maintenance and Support Services

Customer may terminate maintenance or support services without an adjustment charge, provided any of the following circumstances occur:

- 2.1** Customer removes the product for which the services are provided, from productive use or;
- 2.2** The location at which the services are provided is no longer controlled by Customer (for example, because of statutory or regulatory changes or the sale or closing of a facility).

If Customer chooses to renew maintenance or support after maintenance has lapsed, Customer may choose to pay the additional fee, if any, associated with renewing a license after such maintenance or support has lapsed, or to purchase a new license. Any amount paid to Supplier in the form of prepaid fees that are unused when services under the Contract or purchase order are terminated shall be refunded to Customer.

3 Compliance and Electronic and Information Technology Accessibility

State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at <https://omes.ok.gov/services/information-services/accessibility-standards>. Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing accessibility compliance via a URL linking to the VPAT and shall update the VPAT as necessary in order to allow a Customer to obtain current VPAT information as required by State law. If products require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum.

All representations contained in the VPAT provided will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.

4 Media Ownership (Disk Drive and/or Memory Chip Ownership)

- 4.1** Any disk drives and memory cards purchased with or included for use in leased or purchased products under the Contract remain the property of the Customer.
- 4.2** Personal information may be retained within electronic media devices and components; therefore, electronic media shall not be released either between Customers or for the resale, of refurbished equipment that has been in use by a Customer, by the Supplier to the general public or other entities. This provision applies to replacement devices and components, whether purchased or leased, supplied by Supplier, its agents or subcontractors during the downtime (repair) of products purchased or leased through the Contract. If a device is removed from a location for repairs, the Customer shall have sole discretion, prior to removal, to determine and implement sufficient safeguards (such as a record of hard drive serial numbers) to protect personal information that may be stored within the hard drive or memory of the device.

5 Offshore Services

No offshore services are provided for under the Contract. State data shall not be used or accessed internationally for troubleshooting or any other use not specifically provided for herein without the prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State. Notwithstanding the above, back office administrative functions of the Supplier may be located offshore and the follow-the-sun support model may be used by the Supplier to the extent allowed by law applicable to any Customer data being accessed or used.

6 Compliance with Technology Policies

- 6.1** The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at https://omes.ok.gov/s/g/files/gmc316/f/InfoSecPPG_0.pdf.

Supplier's employees and subcontractors shall adhere to the applicable State IT Standard Methodologies and Templates including but not limited to Project Management, Business Analysis, System Analysis, Enterprise and IT Architecture, Quality, Application and Security Methodologies and Templates as set forth at <http://eclipse.omes.ok.gov>.

- 6.2** Supplier shall comply with applicable Federal Information Processing Standards including, without limitation, FIPS 200, FIPS 140-2 or successor standards and all recommendations from the National Institute of Standards and Technology. The confidentiality of Customer Data shall be protected and maintained in accordance with these standards as well as other applicable Customer standards.

6.3 Supplier shall comply with the CJIS Security Policy as more particularly described at Appendix 2 attached hereto and incorporated herein.

7 Emerging Technologies

The State of Oklahoma reserves the right to enter into an Addendum to the Contract at any time to allow for emerging technologies not identified elsewhere in the Contract Documents if there are repeated requests for such emerging technology or the State determines it is warranted to add such technology.

8 Extension Right

In addition to extension rights of the State set forth in the Contract, the State CIO reserves the right to extend any Contract if the State CIO determines such extension to be in the best interest of the State.

9 Source Code Escrow

Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for a State agency, the Supplier has a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

- 9.1** A bona fide material default of the obligations of the Supplier under the agreement with the applicable Customer;
- 9.2** An assignment by the Supplier for the benefit of its creditors;
- 9.3** A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;
- 9.4** The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;
- 9.5** The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;
- 9.6** The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;
- 9.7** Supplier's ceasing of maintenance and support of the software; or
- 9.8** Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

10 Commercial Off The Shelf Software

If Supplier specifies terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

11 Ownership Rights

Any software developed by the Supplier under the terms of the Contract is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on Supplier Intellectual Property, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Supplier Intellectual Property, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Except for any Supplier Intellectual Property, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as “Work for Hire”, Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be

shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

12 Intellectual Property Ownership

The following terms apply to ownership and rights related to Intellectual Property:

- 12.1** As between Supplier and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Supplier. Supplier specifically agrees that the Work Product shall be considered “works made for hire” and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Supplier hereby agrees that all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product is hereby effectively transferred, granted, conveyed, assigned and relinquished exclusively to Customer, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Supplier acknowledges that Supplier and Customer do not intend Supplier to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Supplier, to all Supplier materials, premises and computer files containing the Work Product. Supplier and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the Contract to any Third Party Intellectual Property, except as may be incorporated in the Work Product by Supplier.
- 12.2** Supplier, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible including, but not limited to, the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Supplier’s signature due to the dissolution of Supplier or Supplier’s failure to respond to Customer’s repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Supplier hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Supplier’s agent and Supplier’s attorney-in-fact to act for and in Supplier’s behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Supplier, provided however that no such grant of right to Customer is applicable if Supplier fails to execute any document due to a good faith dispute by Supplier with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Supplier shall cooperate, at Customer’s sole expense, in the preparation and

prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

- 12.3** Supplier hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Supplier may now have or which may accrue to Supplier's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Supplier acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights.
- 12.4** All documents, information and materials forwarded to Supplier by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, subject to the license granted by Customer to Supplier hereunder. Supplier shall not otherwise use, disclose, or permit any third party to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.
- 12.5** These provisions are intended to protect Customer's proprietary rights pertaining to the Work Product and the Intellectual Property Rights therein and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Supplier acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin a material breach of the Supplier's obligations with respect to confidentiality provisions of the Contract and the Work Product and a Customer's Intellectual Property Rights, upon a request by Customer, without requiring proof of irreparable injury, as same is presumed.
- 12.6** Upon the request of Customer, but in any event upon termination or expiration of this Contract or a statement of work, Supplier shall surrender to Customer all documents and things pertaining to the Work Product, generated or developed by Supplier or furnished by Customer to Supplier, including all materials embodying the Work Product, any Customer confidential information and Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Supplier by Customer or by anyone else that pertains to the Work Product.
- 12.7** Customer hereby grants to Supplier a non-transferable, non-exclusive, royalty-free, fully paid license to use any Work Product solely as necessary to provide services to Customer. Except as provided in this section, neither Supplier nor any subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.
- 12.8** To the extent that any Third Party Intellectual Property is embodied or reflected in the Work Product or is necessary to provide services, Supplier shall obtain from the applicable third party for the Customer's benefit, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for Customer's internal business purposes; likewise, with respect to any Supplier Intellectual Property embodied or reflected in the Work Product or

necessary to provide services, Supplier grants to Customer an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for the Customer's internal business purposes. Each such license shall allow the applicable Customer to (i) use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Third Party Intellectual Property or Supplier Intellectual Property embodied in or delivered to Customer in conjunction with the Work Product and (ii) authorize others to do any or all of the foregoing. Supplier agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party Intellectual Property. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carry out Customer's internal business use of the Work Product. Except for the preceding license, all rights in Supplier Intellectual Property remain in Supplier. On request, Supplier shall provide Customer with documentation indicating a third party's written approval for Supplier to use any Third Party Intellectual Property that may be embodied or reflected in the Work Product.

- 12.9** Supplier agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to the provision of such services or Work Product and that it shall maintain such written agreements at all times during performance of this Contract which are sufficient to support all performance and grants of rights by Supplier. Copies of such agreements shall be provided to the Customer promptly upon request.
- 12.10** To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Supplier from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided under the Contract, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Supplier wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Supplier and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.
- 12.11** If any Acquisition pursuant to the Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation and materials owned by a Customer may be shared with other publicly funded agencies at the discretion of such Customer without permission from or additional compensation to the Supplier.

13 Hosting Services

- 13.1** If Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract Hosts Customer Data in connection with an Acquisition, the provisions of Appendix 1, attached hereto and incorporated herein, apply to such Acquisition.

13.2 If the Hosting of Customer Data by Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract contributes to or directly causes a Data Breach, Supplier shall be responsible for the obligations set forth in Appendix 1 related to breach reporting requirements and associated costs. Likewise if such Hosting contributes to or directly causes a Security Incident, Supplier shall be responsible for the obligations set forth in Appendix 1, as applicable.

14 Change Management

When a scheduled change is made to products or services provided to a Customer that impacts the Customer's system related to such product or service, Supplier shall provide two (2) weeks' prior written notice of such change. When the change is an emergency change, Supplier shall provide twenty-four (24) hours' prior written notice of the change. Repeated failure to provide such notice may be an evaluation factor (as indicative of Supplier's past performance) upon renewal or if future bids submitted by Supplier are evaluated by the State.

15 Service Level Deficiency

In addition to other terms of the Contract, in instances of the Supplier's repeated failure to provide an acceptable level of service or meet service level agreement metrics, service credits shall be provided by Supplier and may be used as an offset to payment due.

16 Notices

In addition to notice requirements under the terms of the Contract otherwise, the following individuals shall also be provided the request, approval or notice, as applicable:

Chief Information Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

With a copy, which shall not constitute notice, to:

Information Services Deputy Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

Appendix 1 to State of Oklahoma Information Technology Terms

The parties agree to the following provisions in connection with any Customer Data accessed, processed or stored by or on behalf of the Supplier and the obligations, representations and warranties set forth below shall continue as long as the Supplier has an obligation under the Contract

A. Customer Data

1. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Supplier by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer's confidential information. Supplier shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).
2. Supplier shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the Hosted environment. Supplier shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Supplier shall not respond to subpoenas, service or process, Freedom of Information Act or other open records requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Supplier's proposed responses. Supplier agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.
3. Supplier will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Supplier. Supplier will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Supplier will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Supplier as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Supplier's negligence or willful misconduct, Supplier, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

B. Data Security

1. Supplier will use commercially reasonable efforts, consistent with industry standards, to provide security for the Hosted environment and Customer Data and to protect against both unauthorized access to the Hosting environment, and unauthorized communications between the Hosting environment and the Customer's browser. Supplier shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public

Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.

2. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of Personal Data.
3. Supplier represents and warrants to the Customer that the Hosting equipment and environment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Supplier will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Supplier will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Supplier, Supplier will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Supplier has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Supplier is responsible for costs incurred by Customer for Customer to remediate the virus.
4. Supplier shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Supplier shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Supplier shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Supplier's obligations under the Contract.
5. Supplier shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.
6. Supplier shall perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report upon request. Supplier may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.
7. Any remedies provided in this Appendix are not exclusive and are in addition to other rights and remedies available under the terms of the Contract, at law or in equity.

C. Security Assessment

1. The State requires any entity or third-party Supplier Hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's minimum security standards

during the term of the contract, including renewals, constitutes a material breach. Upon request, the Supplier shall provide updated data security information in connection with a potential renewal. If information provided in the security risk assessment changes, Supplier shall promptly notify the State and include in such notification the updated information; provided, however, Supplier shall make no change that results in lessened data protection or increased data security risk. Failure to provide the notice required by this section or maintain the level of security required in the Contract constitutes a material breach by Supplier and may result in a whole or partial termination of the Contract.

2. Any Hosting entity change must be approved in writing prior to such change. To the extent Supplier requests a different sub-contractor than the third-party Hosting Supplier already approved by the State, the different sub-contractor is subject to the State's approval. Supplier agrees not to migrate State's data or otherwise utilize the different third-party Hosting Supplier in connection with key business functions that are Supplier's obligations under the contract until the State approves the third-party Hosting Supplier's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party Hosting Supplier does not meet the State's requirements under the State Certification and Accreditation Review, Supplier acknowledges and agrees it will not utilize the third-party Supplier in connection with key business functions that are Supplier's obligations under the contract, until such third party meets such requirements.

D. Security Incident or Data Breach Notification: Supplier shall inform Customer of any Security Incident or Data Breach.

1. Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Supplier will coordinate with Customer prior to any such communication.
2. Supplier shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).
3. Supplier shall:
 - a. Maintain processes and procedures to identify, respond to and analyze Security Incidents;
 - b. Make summary information regarding such procedures available to Customer at Customer's request;
 - c. Mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Supplier; and

d. Document all Security Incidents and their outcomes.

4. If Supplier has reasonable belief or actual knowledge of a Data Breach, Supplier shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

E. **Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Supplier.

1. Supplier shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
2. Unless otherwise stipulated, if a Data Breach is a direct result of Supplier's breach of its obligation to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – all not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Supplier based on root cause.
3. If a Data Breach is a direct result of Supplier's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

F. **Notices**

In addition to notice requirements under the terms of the Contract and those set forth above, a request, an approval or a notice in connection with this Appendix provided by Supplier shall be provided to:

Chief Information Security Officer

3115 N. Lincoln Blvd

Oklahoma City, OK 73105

and

servicedesk@omes.ok.gov.

G. Supplier Representations and Warranties

Supplier represents and warrants the following:

1. The product and services provided in connection with Hosting services do not infringe a third party's patent or copyright or other intellectual property rights.
2. Supplier will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.
3. The execution, delivery and performance of the Contract and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Supplier will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third parties retained or utilized by Supplier to provide goods or services for the benefit of the Customer.
4. Supplier shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or through the Hosting environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

H. Indemnity

Supplier agrees to defend, indemnify and hold the State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification), excluding damages that are the sole fault of Customer, arising from or in connection with Supplier's breach of its express representations and warranties in these Information Technology Terms and the Contract. If a third party claims that any portion of the products or services provided by Supplier under the terms of another Contract Document or these Information Technology Terms infringes that party's patent or copyright, Supplier shall defend, indemnify and hold harmless the State and Customer against the claim at Supplier's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State and/or Customer. The State and/or Customer shall promptly notify Supplier of any third party claims and to the extent authorized by the Attorney General of the State, allow Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify Customer and the State for all associated costs, damages and fees incurred by or assessed to the State and/or Customer. Should the software become, or in Supplier's

opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated in connection with Hosting services, Supplier may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

I. Termination, Expiration and Suspension of Service

1. During any period of service suspension, Supplier shall not take any action to intentionally disclose, alter or erase any Customer Data.

2. In the event of a termination or expiration of the Contract, the parties further agree:

Supplier shall implement an orderly return of Customer Data in a format specified by the Customer and, as determined by the Customer:

a. return the Customer Data to Customer at no additional cost, at a time agreed to by the parties and the subsequent secure disposal of State Data;

b. transitioned to a different Supplier at a mutually agreed cost and in accordance with a mutually agreed data transition plan and the subsequent secure disposal of State Data or

c. a combination of the two immediately preceding options.

3. Supplier shall not take any action to intentionally erase any Customer Data for a period of:

a. 10 days after the effective date of termination, if the termination is in accordance with the contract period;

b. 30 days after the effective date of termination, if the termination is for convenience; or

c. 60 days after the effective date of termination, if the termination is for cause.

After such period, Supplier shall, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

4. The State shall be entitled to any post termination or expiration assistance generally made available with respect to the services.

5. Disposal by Supplier of Customer Data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer, shall be performed in a secure manner. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer within thirty (30) calendar day of its request for disposal of data.

INTRODUCTION

The use and maintenance of all items of software or equipment offered for purchase herein must be in compliance with the most current version of the U.S. Department of Justice, Federal Bureau of Investigation (“FBI”), Criminal Justice Information Services (CJIS) Division’s CJIS Security Policy (“CJIS Security Policy” or “Security Policy” herein).

The Entity or Affiliate acquiring the data or system is hereby ultimately responsible for compliance with the CJIS Security Policy and will be subject to an audit by the State of Oklahoma CJIS Systems Officer (“CSO”) and the FBI CJIS Division’s Audit Staff.

CJIS SECURITY POLICY REQUIREMENTS GENERALLY

The CJIS Security Policy outlines a number of administrative, procedural, and technical controls agencies must have in place to protect Criminal Justice Information (“CJI”). Our experience is that agencies will generally have many of the administrative and procedural controls in place but will need to implement additional technical safeguards in order to be in complete compliance with the mandate. A Criminal Justice Agency (“CJA”) and certain other governmental agencies procuring technology equipment and services that could be used in hosting or connecting or transmitting or receiving CJI data may need to use the check list herein to make sure that the software, equipment, location, security, and persons having the ability to access CJI will meet the CJIS requirements per the then current CJIS Security Policy. A completed Appendix H to said Security Policy will need to be signed by Vendor or a 3rd party if it has access to CJI, such as incident to the maintenance or support of the purchased hardware or software within which resides CJI. **Per Appendix “A” to said Security Policy, “access to CJI is the physical or logical (electronic) ability, right or privilege to view, modify or make use of CJI.”**

DIRECTIVE CONCERNING ACCESS TO CRIMINAL JUSTICE INFORMATION AND TO HARDWARE OR SOFTWARE WHICH INTERACTS WITH CJI and CERTIFICATION

The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.

This Directive primarily concerns access to CJI and access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes and not for noncriminal justice purposes. In that regard, this Directive is not only applicable to such data, but also to the hardware and software interacting with such data, their location(s), and persons having the ability to access such data. The CJIS data applicable to the Security Policy is the data described as such in said Policy **plus all data transmitted over the Oklahoma Law Enforcement Telecommunications System (“OLETS”) which is operated by DPS.**

In order to have access to CJI or to the aforesaid hardware or software, the vendor must be familiar with the FBI CJIS Security Policy, including but not limited to the following portions of said Security Policy:

1. the Definitions and Acronyms in §3 & Appendices “A” & “B”;

2. the general policies in §4;
3. the Policies in §5;
4. the appropriate forms in Appendices “D”, “E”, “F” & “H”; and
5. the Supplemental Guidance in Appendices “J” & “K”.

This FBI Security Policy is located and may be downloaded at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

By executing the Contract to which this Directive is attached, the vendor hereby CERTIFIES that the foregoing directive has and will be followed, including but not limited to full compliance with the FBI CJIS Security Policy, as amended and as applicable.

Policy Requirement Checklist		Compliance checklist –
Policy Area 1	Information Exchange Agreements	
Policy Area 2	Security Awareness Training	
Policy Area 3	Incident Response	
Policy Area 4	Auditing and Accountability	
Policy Area 5	Access Control	
Policy Area 6	Identification and Authentication	
Policy Area 7	Configuration Management	
Policy Area 8	Media Protection	
Policy Area 9	Physical Protection	
Policy Area 10	Systems and Communications Protection and Information Integrity	
Policy Area 11	Formal Audits	
Policy Area 12	Personnel Security	

Attachment D-1

Information Security Requirements

1. General Information Security Requirements

- a. No employee of Contractor or its subcontractors will be granted access to State of Oklahoma agency information systems without the prior completion and approval of applicable logon authorization and acceptable use requests.
- b. Contractor or its subcontractors will notify applicable State of Oklahoma agencies when employees who have access to agency information systems are terminated.
- c. Contractor or its subcontractors will disclose to Client any suspected breach of the security of the information system or the data contained therein in the most expedient time possible and without unreasonable delay and will cooperate with Client during the investigation of any such incident.
- d. Contractor or its subcontractors agree to adhere to the State of Oklahoma “Information Security Policy, Procedures, and Guidelines” available at: <https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG.pdf>

2. HIPAA Requirements

- a. Contractor shall agree to use and disclose Protected Health Information in its possession or control in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501).
- b. If applicable, Contractor will sign and adhere to a Business Associate Agreement (BAA). The Business Associate Agreement provides for satisfactory assurances that Contractor will use the information only for the purposes for which it was engaged. Contractor agrees it will safeguard the information from misuse, and will comply with HIPAA as it pertains to the duties stated within the contract. Failure to comply with the requirements of this standard may result in funding being withheld from Contractor, and/or full audit and inspection of Contractor’s security compliance as it pertains to this contract.
- c. Business Associate Terms Definitions:
 - i. Unless otherwise defined in this BAA, all capitalized terms used in this BAA have the meanings ascribed in the HIPAA Regulations, provided; however, that “PHI” and “ePHI” shall mean Protected Health Information and Electronic Protected Health Information, respectively, as defined in 45 C.F.R. § 160.103, limited to the information Business Associate received from or created or received on behalf of the applicable State of Oklahoma agency as a Business Associate. “Administrative Safeguards” shall have the same meaning as the term “administrative safeguards in 45 C.F.R. § 164.304, with the exception that it shall apply to the management of the conduct of Business

- Associate's workforce, not the State of Oklahoma agency workforce, in relation to the protection of that information.
- ii. Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean the entity whose name appears below.
 - iii. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 C.F.R. 160.103.
 - iv. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164, all as may be amended.
 - v. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, required by law, Secretary, Security Incident, Sub-Contractor, Unsecured PHI, and Use.
- d. Obligations of Business Associate: Business Associate may use Electronic PHI and PHI (collectively, "PHI") solely to perform its duties and responsibilities under this Agreement and only as provided in this Agreement. Business Associate acknowledges and agrees that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in this Agreement or as required by law. Specifically, Business Associate agrees it will, as applicable:
- i. use or further disclose PHI only as permitted in this Agreement or as Required by Law, including, but not limited to the Privacy and Security Rule;
 - ii. use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
 - iii. implement and document appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits for or on behalf of Covered Entity in accordance with 45 C.F.R. 164;
 - iv. implement and document administrative safeguards to prevent, detect, contain, and correct security violations in accordance with 45 C.F.R. 164;
 - v. make its applicable policies and procedures required by the Security Rule available to Covered Entity solely for purposes of verifying BA's compliance and the Secretary of the Department of Health and Human Services (HHS);
 - vi. not receive remuneration from a third party in exchange for disclosing PHI received from or on behalf of Covered Entity;
 - vii. in accordance with 45 C.F.R. 164.502(e)(1) and 164.308(b), if applicable, require that any Sub-Contractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information; this shall be in the

- form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor;
- viii. report to Covered Entity in writing any use or disclosure of PHI that is not permitted under this Agreement as soon as reasonably practicable but in no event later than five calendar days from becoming aware of it and mitigate, to the extent practicable and in cooperation with Covered Entity, any harmful effects known to it of a use or disclosure made in violation of this Agreement;
 - ix. promptly report to Covered Entity in writing and without unreasonable delay and in no case later than five calendar days any successful Security Incident, as defined in the Security Rule, with respect to Electronic PHI;
 - x. with the exception of law enforcement delays that satisfy the requirements of 45 C.F.R. 164.412, notify Covered Entity promptly, in writing and without unreasonable delay and in no case later than five calendar days, upon the discovery of a breach of Unsecured PHI. Such notice shall include, to the extent possible, the name of each individual who's Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate shall also, to the extent possible, furnish Covered Entity with any other available information that Covered Entity is required to include in its notification to Individuals under 45 C.F.R. § 164.404(c) at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. As used in this Section, "breach" shall have the meaning given such term at 45 C.F.R. 164.402;
 - xi. to the extent allowed by law, indemnify and hold Covered Entity harmless from all claims, liabilities costs, and damages arising out of or in any manner related to the unauthorized disclosure by Business Associate of any PHI resulting from the negligent acts or omissions of Business Associate or to the breach by Business Associate of any applicable obligation related to PHI;
 - xii. provide access to PHI it maintains in a Designated Record Set to Covered Entity, or if directed by Covered Entity to an Individual in order to meet the requirements of 45 C.F.R. 164.524. In the event that any Individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five working days of receiving a request. This shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor. Any denials of access to the PHI requested shall be the responsibility of Covered Entity;
 - xiii. make PHI it maintains in a Designated Record Set available to Covered Entity for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526;
 - xiv. document disclosure of PHI it maintains in a Designated Record Set and information related to such disclosure as would be required for Covered Entity to

- respond to a request by an Individual for an accounting of disclosures of PHI, in accordance with 45 C.F.R. 164.528, and within five working days of receiving a request from Covered Entity, make such disclosure documentation and information available to Covered Entity. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall forward within five working days of receiving a request such request to Covered Entity;
- xv. make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of HHS, authorized governmental officials, and Covered entity for the purpose of determining Business Associate's compliance with the Privacy Rule. Business Associate shall give Covered Entity advance written notice of requests from HHS or government officials and provide Covered Entity with a copy of all documents made available; and
 - xvi. require that all of its Sub-Contractors, vendors, and agents to whom it provides PHI or who create, receive, use, disclose, maintain, or have access to Covered Entity's PHI shall agree in writing to requirements, restrictions, and conditions at least as stringent as those that apply to Business Associate under this Agreement, including but not limited to implementing reasonable and appropriate safeguards to protect PHI, and shall require that its Sub-Contractors, vendors, and agents agree to indemnify and hold harmless Covered Entity for their failure to comply with each of the provisions of this Agreement.
- e. Permitted Uses and Disclosures of PHI by Business Associate: Except as otherwise provided in this Agreement, Business Associate may use or disclose PHI on behalf of or to provide services to Covered Entity for the purposes specified in this Agreement, if such use or disclosure of PHI would not violate the Privacy Rule if done by Covered Entity. Unless otherwise limited herein, Business Associate may:
- i. use PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate;
 - ii. disclose PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that; (i) the disclosures required by law; or (ii) Business Associate obtains reasonable assurances from any person to whom the PHI is disclosed that such PHI will be kept confidential and will be used or further disclosed only as Required by Law or for the purpose(s) for which it was disclosed to the person, and the person commits to notifying Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached;
 - iii. disclose PHI to report violations of law to appropriate federal and state authorities; or
 - iv. aggregate the PHI with other data in its possession for purposes of Covered Entity's Health Care Operations;

- v. make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures;
 - vi. de-identify any and all PHI obtained by Business Associate under this BAA, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule [45 C.F.R. § (d)(1)].
- f. Obligations of Covered Entity
- i. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.
 - iii. Covered Entity shall not request Business Associate use or disclose PHI in any manner that would violate the Privacy Rule if done by Covered Entity.
 - iv. Covered Entity agrees to timely notify Business Associate, in writing, of any arrangements between Covered Entity and the Individual that is the subject of PHI that may impact in any manner the use and/or disclosure of the PHI by Business Associate under this BAA.
 - v. Covered Entity shall provide the minimum necessary PHI to Business Associate.
- g. Term and Termination:
- i. Obligations of Business Associate upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall as applicable:
 - (1) retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that the Business Associate still maintains in any form;
 - (3) continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 - (4) not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at above under "Permitted Uses and Disclosures By Business Associate" that applied prior to termination; and
 - (5) return to Covered Entity (or, if agreed to by Covered Entity, destroy) the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

- ii. All other applicable obligations of Business Associate under this Agreement shall survive termination.
 - iii. Should the applicable State of Oklahoma agency become aware of a pattern of activity or practice that constitutes a material breach of a material term of this BAA by Business Associate, the agency shall provide Business Associate with written notice of such a breach in sufficient detail to enable Contractor to understand the specific nature of the breach. The Client shall be entitled to terminate the Underlying Contract associated with such breach if, after the applicable State of Oklahoma agency provides the notice to Business Associate, Business Associate fails to cure the breach within a reasonable time period not less than thirty (30) days specified in such notice; provided, however, that such time period specified shall be based on the nature of the breach involved per 45 C.F.R. §§ 164.504(e)(1)(ii)(A),(B) & 164.314 (a)(2)(i)(D).
- h. Miscellaneous Provisions:
- i. No Third Party Beneficiaries: Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
 - ii. Business Associate recognizes that any material breach of this Business Associate Terms section or breach of confidentiality or misuse of PHI may result in the termination of this Agreement and/or legal action. Said termination may be immediate and need not comply with any termination provision in the parties' underlying agreement, if any.
 - iii. The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the Privacy Rule and related laws and regulations.
 - iv. The applicable State of Oklahoma agency shall make available its Notice of Privacy Practices.
 - v. Any ambiguity in this Agreement shall be resolved in a manner that causes this Agreement to comply with HIPAA.
 - vi. If Business Associate maintains a designated record set in an electronic format on behalf of Covered Entity, then Business Associate agrees that within 30 calendar days of expiration or termination of the parties' agreement, Business Associate shall provide to Covered Entity a complete report of all disclosures of and access to the designated record set covering the three years immediately preceding the termination or expiration. The report shall include patient name, date and time of disclosures/access, description of what was disclosed/accessed, purpose of disclosure/access, name of individual who received or accessed the information, and, if available, what action was taken within the designated record set.
 - vii. Amendment: To the extent that any relevant provision of the HIPAA Regulations is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s)

to this Agreement to give effect to these revised obligations. The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or to comply with the requirements of the Privacy Rule and related laws and regulations.

3. 42 C.F.R. Part 2 Related Provisions

- a. Confidentiality of Information. Contractor's employees and agents shall have access to private data to the extent necessary to carry out the responsibilities, limited by the terms of this Agreement. Contractor accepts the responsibilities for providing adequate administrative supervision and training to their employees and agents to ensure compliance with relevant confidentiality, privacy laws, regulations and contractual provisions. No private or confidential data collected, maintained, or used shall be disseminated except as authorized by statute and by terms of this Agreement, whether during the period of the Agreement or thereafter. Furthermore, Contractor:
 - i. Acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received pursuant to this agreement that identifies or otherwise relates to the individuals under the care of or in the custody of a State of Oklahoma agency, it is fully bound by the provisions of the federal regulations governing the confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2 and the HIPAA, 45 C.F.R. 45 Parts 142, 160, and 164, Title 43 A § 1-109 of Oklahoma Statutes, and may not use or disclose the information except as permitted or required by this Agreement or by law;
 - ii. Acknowledges that pursuant to 43A O.S. §1-109, all mental health and drug or alcohol treatment information and all communications between physician or psychotherapist and patient are both privileged and confidential and that such information is available only to persons actively engaged in treatment of the client or consumer or in related administrative work. Contractor agrees that such protected information shall not be available or accessible to staff in general and shall not be used for punishment or prosecution of an kind;
 - iii. Agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;
 - iv. Agrees to, when applicable and to the extent within Contractor's control, use appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the State of Oklahoma agency and to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected health information, and agrees that protected information will not be placed in the Child Protective Services (CPS) record of any individual involved with the Oklahoma Department of Human Services (DHS).

- v. Agrees to report to the State of Oklahoma agency any use or disclosure or any security incident involving protected information not provided for by this Agreement. Such a report shall be made immediately when an employee becomes aware of such a disclosure, use, or security incident.
 - vi. Agrees to provide access to the protected information at the request of the State of Oklahoma agency or to an authorized individual as directed by the State of Oklahoma agency, in order to meet the requirement of 45 C.F.R. §164.524 which provides clients with the right to access and copy their own protected information;
 - vii. Agrees to make any amendments to the protected information as directed or agreed to by the State of Oklahoma agency, pursuant to 45 C.F.R. §164.526;
 - viii. Agrees to make available its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of protected information received from the State of Oklahoma agency or created or received by the Contractor on behalf of the State of Oklahoma agency, to the State of Oklahoma agency and to the Secretary of the Department of Health and Human Services for purpose of the Secretary determining the giving party's compliance with HIPAA;
 - ix. Agrees to provide the State of Oklahoma agency, or an authorized individual, information to permit the State of Oklahoma agency to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. §164.528.
- b. Data Security. The Contractor agrees to, when applicable and to the extent within Contractor's control, maintain the data in a secure manner compatible with the content and use. The Contractor will, when applicable to the extent within Contractor's control, control access to the data in Contractor's possession or control compliance with the terms of this Agreement. Only the Contractor's personnel whose duties require the use of such information, will have regular access to the data. The Contractor's employees will be allowed access to the data only for the purpose set forth in this Agreement.
 - c. Data Destruction. Contractor agrees to, when applicable and to the extent within Contractor's control, follow State of Oklahoma agency policies regarding secure data destruction.
 - d. Use of Information. Contractor agrees that the information received or accessed through this Agreement shall not be used to the detriment of any individual nor for any purpose other than those stated in this Agreement.
 - e. Redisclosure of Data. The Contractor agrees not to redisclose any information to a third party not covered by the Agreement unless written permission by the State of Oklahoma agency is received and redisclosure is permitted under applicable law.

4. Federal Tax Information Requirements IRS Publication 1075 (If Applicable)

- a. **PERFORMANCE:** If Contractor takes possession or control of Federal Tax Information in performance of this contract, the Contractor agrees to, when applicable and to the extent

within Contractor's control, comply with and assume responsibility for compliance by officers or employees with the following requirements:

- i. All work will be performed under the supervision of the State of Oklahoma.
- ii. The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- iii. FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- iv. FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- v. The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- vi. Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- vii. All Contractor computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- viii. No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- ix. Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- x. To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

- xi. In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.
- xii. For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.
- xiii. The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

b. CRIMINAL/CIVIL SANCTIONS

- i. Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.
- ii. Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.
- iii. Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- iv. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material

in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- v. Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see IRS Publication 1075, Exhibit 4, Sanctions for Unauthorized Disclosure, and IRS Publication 1075, Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

c. INSPECTION: The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

5. SSA Requirements (If applicable)

- a. PERFORMANCE: If Contractor takes possession or control of in SSA provided information in the performance of this contract, the contractor agrees to, where applicable and to the extent within Contractor's control comply with and assume responsibility for compliance by his or her employees with the following requirements:
 - i. All work will be done under the supervision of the State of Oklahoma.
 - ii. Any SSA provided information made available shall be used only for carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.
 - iii. All SSA provided information shall be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

- iv. No work involving SSA provided information furnished under this contract shall be subcontracted without prior written approval by the applicable State of Oklahoma agency and the SSA.
- v. The Contractor shall maintain a list of employees authorized access. Such list shall be provided upon request to the applicable State of Oklahoma agency or the SSA.
- vi. Contractor or agents may not legally process, transmit, or store SSA-provided information in a cloud environment without explicit permission from SSA's Chief Information Officer. Proof of this authorization shall be provided to the Contractor by the applicable State of Oklahoma agency prior to accessing SSA provided information.
- vii. Contractor shall provide security awareness training to all employees, contractors, and agents who access SSA-provided information. The training should be annual, mandatory, and certified by the personnel who receive the training. Contractor is also required to certify that each employee, contractor, and agent who views SSA-provided information certify that they understand the potential criminal, civil, and administrative sanctions or penalties for unlawful assess and/or disclosure.
- viii. Contractor shall require employees, contractors, and agents to sign a non-disclosure agreement, attest to their receipt of Security Awareness Training, and acknowledge the rules of behavior concerning proper use and security in systems that process SSA-provided information. Contractor shall retain non-disclosure attestations for at least five (5) to seven (7) years for each employee who processes, views, or encounters SSA-provided information as part of their duties.
- ix. The applicable State of Oklahoma agency shall provide the Contractor a copy of the SSA exchange agreement and all related attachments before initial disclosure of SSA data. Contractor is required to follow the terms of the applicable State of Oklahoma agency's data exchange agreement with the SSA. Prior to signing this Agreement, and thereafter at SSA's request, the applicable State of Oklahoma agency shall obtain from the Contractor a current list of the employees of such Contractor with access to SSA data and provide such list to the SSA.
- x. Where the Contractor processes, handles, or transmits information provided to the applicable State of Oklahoma agency by SSA or has authority to perform on the agency's behalf, the applicable State of Oklahoma agency shall clearly state the specific roles and functions of the Contractor within the Agreement.
- xi. SSA requires all parties subject to this Agreement to exercise due diligence to avoid hindering legal actions, warrants, subpoenas, court actions, court judgments, state or Federal investigations, and SSA special inquiries for matters pertaining to SSA-provided information.
- xii. SSA requires all parties subject to this Agreement to agree that any Client-owned or subcontracted facility involved in the receipt, processing, storage, or disposal of SSA-provided information operate as a "de facto" extension of the Client and is subject to onsite inspection and review by the Client or SSA with prior notice.

- xiii. If the Contractor must send a Contractor computer, hard drive, or other computing or storage device offsite for repair, the Contractor must have a non-disclosure clause in their contract with the vendor. If the Contractor used the item in a business process that involved SSA-provided information and the vendor will retrieve or may view SSA-provided information during servicing, SSA reserves the right to inspect the Contractor's vendor contract. The Contractor must remove SSA-provided information from electronic devices before sending it to an external vendor for service. SSA expects the Contractor to render SSA-provided information unrecoverable or destroy the electronic device if they do not need to recover the information. The same applies to excessed, donated, or sold equipment placed into the custody of another organization.
 - xiv. In the event of a suspected or verified data breach involving SSA provided information, the Contractor shall notify the Client immediately.
 - xv. The Client shall have the right to void the contract if the contractor fails to provide the safeguards described above.
- b. **CRIMINAL/CIVIL SANCTIONS:** The Act specifically provides civil remedies, 5 U.S.C. Sec. 552a(g), including damages, and criminal penalties, 5 U.S.C. Sec. 552a(i), for violations of the Act. The civil action provisions are premised violations of the Act committed by parties subject to this Agreement or regulations promulgated thereunder. An individual claiming such a violation by parties subject to this Agreement may bring civil action in a federal district court. If the individual substantially prevails, the court may assess reasonable attorney fees and other litigation costs. In addition, the court may direct the parties subject to this Agreement to grant the plaintiff access to his/her records, and when appropriate direct an amendment or correction of records subject to the Act. Actual damages may be awarded to the plaintiff for intentional or willful refusal by parties subject to this Agreement to comply with the Act.
- i. **Civil Remedies.**
 - (1) In any suit brought under the provisions of 5 U.S.C. § 552a(g)(1)(C) or (D) in which the court determines that the parties subject to this Agreement acted in a manner which was intentional or willful, shall be liable in an amount equal to the sum of —
 - (a) actual damages sustained by the individual because of the refusal or failure, but in no case, shall a person entitled to recovery receive less than the sum of \$1,000; and
 - (b) the costs of the action together with reasonable attorney fees as determined by the court.
 - (2) An action to enforce any liability created under 5 U.S.C. § 552a may be brought in the district court of the United States in the district in which the complainant resides, or has his principal place of business, or in which the records are situated, or in the District of Columbia, without regard to the amount in controversy, within two years from the date on which the cause of action arises, except that where

parties subject to this Agreement have materially and willfully misrepresented any information required under this section to be disclosed to an individual and the information so misrepresented is material to establishment of the liability of the agency to the individual under 5 U.S.C. § 552a, the action may be brought at any time within two years after discovery by the individual of the misrepresentation. Nothing in this section shall be construed to authorize any civil action because of any injury sustained as the result of a disclosure of a record prior to September 27, 1975.

ii. Criminal Penalties

- (1) Any officer or employee of an agency, who by virtue of his employment or official position, has possession of, or access to, agency records which contain individually identifiable information the disclosure of which is prohibited by this section or by rules or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000. See 5 U.S.C. § 552a(i)(1).
- (2) Any officer or employee of any agency who willfully maintains a system of records without meeting the notice requirements of subsection (e)(4) of this section shall be guilty of a misdemeanor and fined not more than \$5,000. See 5 U.S.C. § 552a(i)(2).
- (3) Any person who knowingly and willfully requests or obtains any record concerning an individual from an agency under false pretenses shall be guilty of a misdemeanor and fined not more than \$5,000. See 5 U.S.C. § 552a(i)(3).

6. Child Support FPLS Requirements (If applicable)

- a. Contractor, when applicable and to the extent within Contractor's control, and the applicable State of Oklahoma agency must comply with the security requirements established by the Social Security Act, the Privacy Act of 1974, the Federal Information Security Management Act of 2002 (FISMA), 42 United States Code (USC) 654(26), 42 UCS 654a(d)(1)-(5), the U.S. Department of Health and Human Services (HHS), the U.S. Department of Health and Human Services Administration of Children and Families Office of Child Support Enforcement Security Agreement and the Automated Systems for Child Support Enforcement: A Guide for States Section H Security and Privacy. Contractor and applicable State of Oklahoma agency also agree to use Federal Parent Locator Service (FPLS) information and Child Support (CS) program information solely for the authorized purposes in accordance with the terms in this agreement. The information exchanged between state Child Support agencies and all other state program information must be used for authorized purposes and protected against unauthorized access to reduce fraudulent activities and protect the privacy rights of individuals against unauthorized disclosure of confidential information.

- i. This is applicable to the personnel, facilities, documentation, data, electronic and physical records and other machine-readable information systems of the applicable State of Oklahoma agency and Contractor, including, but not limited to, state employees and contractors working with FPLS information and CS program information and state CS agency data centers, statewide centralized data centers, contractor data centers, state Health and Human Services' data centers, comprehensive tribal agencies, data centers serving comprehensive tribes, and any other individual or entity collecting, storing, transmitting or processing FPLS information and CS program information. This is applicable to all FPLS information, which consists of the National Directory of New Hires (NDNH), Debtor File, and the Federal Case Registry (FCR). The NDNH, Debtor File and FCR are components of an automated national information system.
- ii. This is also applicable to all CS program information, which includes the state CS program information, other state and tribal program information, and confidential information. Confidential information means any information relating to a specified individual or an individual who can be identified by reference to one or more factors specific to him or her, including but not limited to the individual's Social Security number, residential and mailing addresses, employment information, and financial information. Ref. 45 Code of Federal Regulations (CFR) 303.21(a).

7. FERPA Requirements (If applicable)

- a. If Contractor takes possession or control of Information covered by FERPA in performance of this Agreement, Contractor agrees to, when applicable and to the extent within Contractor's control comply with and assume responsibility for compliance by its employees with the Family Educational Rights and Privacy Act; (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA") and the Oklahoma Student Data Accessibility, Transparency, and Accountability Act of 2013; (70 O.S. § 3-168), where personally identifiable student education data is exchanged.

8. CJIS Requirements (If applicable)

a. INTRODUCTION

This section shall be applicable to the extent that Contractor takes possession or control of CJIS data. The use and maintenance of all items of software or equipment offered for purchase herein must be in compliance with the most current version of the U.S. Department of Justice, Federal Bureau of Investigation ("FBI"), Criminal Justice Information Services (CJIS) Division's CJIS Security Policy ("CJIS Security Policy" or "Security Policy" herein).

The Entity or Affiliate acquiring the data or system is hereby ultimately responsible for compliance with the CJIS Security Policy and will be subject to an audit by the State of Oklahoma CJIS Systems Officer ("CSO") and the FBI CJIS Division's Audit Staff.

b. CJIS SECURITY POLICY REQUIREMENTS GENERALLY

The CJIS Security Policy outlines a number of administrative, procedural, and technical controls agencies must have in place to protect Criminal Justice Information (“CJI”). Our experience is that agencies will generally have many of the administrative and procedural controls in place but will need to implement additional technical safeguards in order to be in complete compliance with the mandate. A Criminal Justice Agency (“CJA”) and certain other governmental agencies procuring technology equipment and services that could be used in hosting or connecting or transmitting or receiving CJI data may need to use the check list herein to make sure that the software, equipment, location, security, and persons having the ability to access CJI will meet the CJIS requirements per the then current CJIS Security Policy. A completed Appendix H to said Security Policy will need to be signed by Vendor or a 3rd party if it has access to CJI, such as incident to the maintenance or support of the purchased hardware or software within which resides CJI. Per Appendix “A” to said Security Policy, “access to CJI is the physical or logical (electronic) ability, right or privilege to view, modify or make use of CJI.”

c. DIRECTIVE CONCERNING ACCESS TO CRIMINAL JUSTICE INFORMATION AND TO HARDWARE OR SOFTWARE WHICH INTERACTS WITH CJI AND CERTIFICATION

The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.

This Directive primarily concerns access to CJI and access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes and not for noncriminal justice purposes. In that regard, this Directive is not only applicable to such data, but also to the hardware and software interacting with such data, their location(s), and persons having the ability to access such data. The CJIS data applicable to the Security Policy is the data described as such in said Policy plus all data transmitted over the Oklahoma Law Enforcement Telecommunications System (“OLETS”) which is operated by DPS.

In order to have access to CJI or to the aforesaid hardware or software, the vendor must be familiar with the FBI CJIS Security Policy, including but not limited to the following portions of said Security Policy:

1. the Definitions and Acronyms in §3 & Appendices “A” & “B”;

2. the general policies in §4;
3. the Policies in §5;
4. the appropriate forms in Appendices “D”, “E”, “F” & “H”; and
5. the Supplemental Guidance in Appendices “J” & “K”.

This FBI Security Policy is located and may be downloaded at:
<https://www.fbi.gov/services/cjis/cjissecurity-policy-resource-center>.

By executing the Contract to which this Directive is attached, the vendor hereby CERTIFIES that the foregoing directive has and will be followed, including but not limited to full compliance with the FBI CJIS Security Policy, as amended and as applicable.

ATTACHMENT E1

ADDITIONAL TERMS

Intentionally left blank.

ATTACHMENT E2

MASTER TERMS

Intentionally left blank.

ATTACHMENT E3

PRICING

SW1041 Software

Exhibit 1

Software Publishers		
Description	Maximum Cost + % Markup	Minimum % off List Price
Proofpoint		5.50%
Palo Alto		5.50%
Checkpoint		5.50%
Fortinet		5.50%
Varonis		5.50%
Carbon Black		5.50%
Sentinel One		5.50%
CrowdStrike		5.50%
Cybereason		5.50%
Sailpoint		5.50%
Okta		5.50%
CyberArk		5.50%
Beyond Trust		5.50%
One Identity		5.50%
Minecast		5.50%
Awake		5.50%
Splunk		5.50%
Elastic		5.50%
Devo Security		5.50%
Sumo Logics		5.50%
Exabeam		5.50%
Swimlane		5.50%
Qualys		5.50%
Zscaler		5.50%
FireMon		5.50%
Kenna Security		5.50%
Rapid 7		5.50%
Tenable		5.50%
Sevco Security		5.50%
Dynatrace		5.50%
StorOne		5.50%
ExtraHop		5.50%
Netwrix / Stealthbits		5.50%
Commvault		5.50%
Cohesity		15.50%
Dell/EMC		7.50%

Other Value Add Products and Services

Description	Maximum Cost + % Markup	% off List Price

Professional Services - Hourly Not-to-Exceed Rates		
Description	List Price	Discounted Hourly Rates
Project Manager	\$275	\$225
Senior Engineer	\$295	\$250
Senior Software Architect	\$295	\$250

ATTACHMENT E4

VALUE ADD SERVICES

Intentionally left blank.

ATTACHMENT E5

THIRD PARTY VENDOR TERMS

Intentionally left blank.

ATTACHMENT F

EXCEPTIONS

Intentionally left blank.

ATTACHMENT F1

STATE OF OKLAHOMA CONTRACT WITH UNITED DATA TECHNOLOGIES, INC. RESULTING FROM SOLICITATION NO. 0900000575

Template for Contract Modifications for Quotes, Statements of Work, or other Ordering Documents

The parties agree to use this template as the process to formally approve any terms, conditions or clauses that are to supersede the terms and Conditions in the Contract for purposes of the applicable quote, statement of work or other ordering document.

Contract Modifications for Quote, Statement of Work, or other Ordering Document

Solely for purposes of this ordering document, the terms and conditions of the Contract are hereby amended as set forth below. This amendment is considered an Addendum.

RFP Section	Exception/Additional Terms

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES

UNITED DATA TECHNOLOGIES, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

The [INSERT AGENCY NAME] is additionally executing this document to memorialize its involvement in negotiation of and its agreement with the terms of this document.

By: _____

Name: _____

Title: _____

Date: _____



Request For Proposal # 45-22 Technology Solutions, Products and Services



Due: November 17th 2022 @ 2:00PM

Submitted To:
Region 14 ESC Through the National Cooperative
Purchasing Alliance NCPA

Submitted By:
David wiese
United Data Technologies
2900 Monarch Lakes Blvd
Suite 300
Miramar, Florida 33027
Phone: 800-882-9919
Email: Dwiese@udtonline.com

Table of Contents

Cover Page	2
Table of Contents	
Executive Summary	3
Tab 1 – Master Agreement / Signature Form	6
Tab 2 – NCPA Administration Agreement	10
Tab 3 – Vendor Questionnaire	14
Tab 4 – Vendor Profile Incomplete MUST make change in page 18	18
Tab 5 – Products and Services / Scope	33
Tab 6 – References	36
Tab 7 – Pricing	45
Tab 8 – Value Added Products and Services	46
Minority Certification	72
Tab 9 – Required Documents	32
ANTITRUST CERTIFICATION STATEMENTS	50
FEDERAL FUNDS CERTIFICATION	51
Required Clauses for Federal Assistance Provided by FTA	64
SIGNATURE FORM	70
STATE NOTICE ADDENDUM	71
UDT Certificate of Insurance	73
IRS Form W-9 Signed	74



Executive Summary

Founded in 1995 by Henry Fleches and Gerard Amaro, United Data Technologies (UDT) is a 100% certified (NMSDC) minority (Hispanic) owned and operated firm that has become an industry-leading technology enabler and solutions provider. Since the firm's inception, Mr. Fleches, Mr. Amaro, and staff have focused on UDT's corporate vision to "*accomplish more*" by supporting the firm's clients as they navigate a hyper-connected world by providing outstanding customer support, innovative technology, and cost-saving solutions.

Since UDT's founding, the company has grown both its infrastructure and capabilities. UDT started with its headquarters in Doral, Florida, eventually building a new location and relocating to Miramar, Florida. Over the years, UDT has added two state-of-the-art facilities in the Orlando area. UDT's current Configuration Center has serviced the firm's configuration and deployment needs for more than nine years and is transitioning into a dedicated UDT Customer Support Center (CSC) to expand capacity and capability to support extensive enterprise efforts. The UDT CSC has been re-designed to meet fleet management challenges through dedicated depot workflows, inventory controls, contingent storage capabilities, technician expansion, and business continuity priorities through safe social distancing in case of the ongoing pandemic. Currently, UDT is also opening a new state-of-the-art Customer Integration Center (CIC). This purpose-built facility will be wholly dedicated to increasing First Touch Services (imaging, etching, tagging, warehousing, and delivery). The CIC will have the capacity to support the firm's clients and provide the ability to turn around fully configured devices more efficiently with higher daily volumes and the ability to warehouse more than three times UDT's current storage capacity. UDT's CIC will also allow for continuity of operations to minimize the impact of natural disasters and pandemic situations.

In addition to these two facilities, UDT maintains a 24/7 Help Desk and a Network Operations Center (NOC). The NOC is located in a safeguarded location where UDT's experts work to monitor all customer devices, track activity, and handle issues in real-time. UDT also has physical locations in Oklahoma, Tennessee, and Texas. In addition to firm facilities, UDT maintains an extensive fleet of vehicles and logistical support operations tools, such as UDT's Asset Tracking and Management System (ATMS).

Regarding capabilities, UDT, in its infancy, began supporting K-12 educational organizations based in Florida. This support of K-12 educational organizations expanded to include commercial and government organizations. With this expansion, UDT increased its corporate capabilities to offer services that include consulting, selection, procurement, configuration, deployment, integration, in and out of warranty support, as well as asset disposition. As the years have passed, UDT has leveraged its extensive experience, permitting the firm to simplify its technology procurement and implementation plans, processes, and resources to execute long-term strategies that allow UDT to quickly adapt to new situations, such as the COVID-19 pandemic.

Over the years, UDT has also expanded its security services. The firm's inclusion of a comprehensive security offering is a direct result of the need UDT witnessed among clients in response to cyberattacks experienced within their respective industries. UDT has invested heavily in its security practice and continues to expand and enhance its offerings to provide UDT clients



with a total technology solution. UDT employs certified security professionals who are experts in their respective practice areas such as penetration testing, security, and vulnerability assessment, risk assessment, and incident response. As a result of UDT's security experience and expertise, in 2019, the firm introduced its UDTSecure™ product, an advanced suite of managed security and threat intelligence services and solutions that help secure assets and enhance overall security posture.

UDT's infrastructure and capabilities are further enhanced by the firm's 250 plus dedicated employees who day-in and day-out provide UDT clients with exceptional service and truly embrace the firm's corporate values and mission.

Throughout UDT's history, a high value has been placed on the firm's partnerships with its clients and industry partners. UDT proudly supports a wide range of public and commercial clients. In the commercial sector, the firm supports companies such as Petco, Auto Nation, Marriott, and Del Monte. UDT also counts several major Federal organizations as clients, including the Department of State, Department of the Navy, and Department of Energy. Regarding our support of state, local, and educational institutions, UDT supports the State of Texas, the State of Tennessee, the State of North Carolina, and the State of Florida. Concerning our long-established commitment to K-12 educational organizations, UDT currently provides products and services to over 45 K12 school Districts including the 12 of the US Top 20 School Districts in the US.

UDT has been an active member on advisory boards for some of the leading technology innovators such as Intel, Microsoft, HPI, Cisco, Samsung, and Lenovo. Due to UDT's presence in the market, the firm is able to stay at the forefront of leading-edge technologies while providing valuable insight to its partners regarding the industries the firm supports, resulting in benefits to UDT's clients.

Over the last 27 years, UDT's demonstrated excellence has been recognized by clients and industry publications. UDT has been the recipient of series of awards, including Inc.500, CRN's Top 150, UDT's continued focus on commercial entities, state and local governments, and educational organizations have propelled UDT to be the largest privately held technology company headquartered in Florida.

Thank you for allowing us the opportunity to participate in this solicitation.

Kindest Regards

David Wiese / Vice President SLED Texas

TAB 1

MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best effort attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment
-

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party

shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Open Records Policy

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

I have read, acknowledged, and agreed with the Statements, Requirements, and Terms and Conditions listed by Region 14 ESC in this Master Agreement

Name: David Wiese
Title: Vice President SLED Texas

Signature: *David Wiese*
Date: 10/29/2022

TAB 2

NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of December 1, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and United Data Technologies, Inc. dba UDT ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 1, 2022, referenced as Contract Number 01-151, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Technology Solutions, Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance
Organization

United Data Technologies, Inc. dba UDT
Vendor Name

Matthew Mackel
Name

David Wiese
Name

Director, Business Development
Title

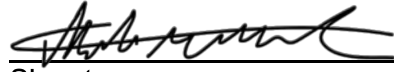
VP SLED Texas
Title

PO Box 701273
Address

7500 Rialto Blvd Suite 250
Address

Houston, TX 77270
Address

Austin, TX 78735
Address


Signature


Signature

December 1, 2022
Date

10/24/2022
Date

TAB 3

VENDOR QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

☒ All 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)			
☐ Alabama	☐ Illinois	☐ Montana	☐ Rhode Island
☐ Alaska	☐ Indiana	☐ Nebraska	☐ South Carolina
☐ Arizona	☐ Iowa	☐ Nevada	☐ South Dakota
☐ Arkansas	☐ Kansas	☐ New Hampshire	☐ Tennessee
☐ California	☐ Massachusetts	☐ New Jersey	☐ Texas
☐ Colorado	☐ Michigan	☐ New Mexico	☐ Utah
☐ Connecticut	☐ Minnesota	☐ New York	☐ Vermont
☐ Delaware	☐ Mississippi	☐ North Carolina	☐ Virginia
☐ D.C.	☐ Missouri	☐ North Dakota	☐ Washington
☐ Florida	☐ Kentucky	☐ Ohio	☐ West Virginia
☐ Georgia	☐ Louisiana	☐ Oklahoma	☐ Wisconsin
☐ Hawaii	☐ Maine	☐ Oregon	☐ Wyoming
☐ Idaho	☐ Maryland	☐ Pennsylvania	

☐ All U.S. Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)	
☐ American Samoa	☐ Northern Mariana Island
☐ Federated States of Micronesia	☐ Puerto Rico
☐ Guam	☐ U.S. Virgin Islands
☐ Midway Islands	

☐ All Canada Provinces and Territories (Selecting this box is equal to checking all boxes below)	
☐ Alberta	☐ Prince Edward Island
☐ British Columbia	☐ Quebec
☐ Manitoba	☐ Saskatchewan
☐ New Brunswick	☐ Northwest Territories
☐ Newfoundland and Labrador	☐ Nunavut
☐ Nova Scotia	☐ Yukon
☐ Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☐ Yes
 ☐ Maybe
 ☐ No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☐ Yes
 ☐ Maybe
 ☐ No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

☒ Minority/Women Business Enterprise
 Respondent Certifies that this firm
 a Minority / Women Business Enterprise

☐ Historically Underutilized Business
 Respondent Certifies that this firm is a
 Historically Underutilized Business

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☒ N/A, we are a recognized small, MWEB or HUB organization

☐ No, we do not have any programs in place.

☐ Yes, we have programs in place.

Residency

Responding Company's principal place of business is in the city of Miramar,
State of Florida.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☒ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel

Which best describes your company's position in the distribution channel:

- ☐ Manufacturer Direct ☒ Certified education/government reseller
- ☐ Authorized Distributor ☐ Manufacturer marketing through reseller
- ☒ Value-added reseller ☐ Other: _____

Processing Contact Information

Contact Person	<u>David Wiese</u>
Title	<u>VP SLED Texas</u>
Company	<u>United Data Technologies, Inc. dba UDT</u>
Address	<u>7500 Rialto Blvd Suite 250</u>
City/State/Zip	<u>Austin, TX 78735</u>
Phone	<u>800-882-9919</u>
Email	<u>Dwiese@udtonline.com</u>

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

- ☒ Yes ☐ No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

TAB 4 VENDOR PROFILE

Please provide the following information about your company:

- Company's official registered name.

UDT Response:

United Data Technologies Inc. dba UDT

- Brief history of your company, including the year it was established.

UDT Response:

Founded in 1995 by Henry Fleches and Gerard Amaro, United Data Technologies (UDT) is a 100% certified (NMSDC) minority (Hispanic) owned and operated firm that has become an industry-leading technology enabler and solutions provider. Since the firm's inception, Mr. Fleches, Mr. Amaro, and staff have focused on UDT's corporate vision to "*accomplish more*" by supporting the firm's clients as they navigate a hyper-connected world by providing outstanding customer support, innovative technology, and cost-saving solutions.

Additional Facts about UDT:

- Partners with Cisco, Microsoft, HPE, HP Inc, Intel, and others
- Ranked as one of the 50 fastest growing IT companies in the US (Everything Channel)
- Winner of Microsoft's 2016 Azure Acceleration, 2015 Triple Crown, 2015 CRN awards, and more
- Lead advisory council participant in – HP Public Sector, Cisco Advisory, Microsoft Cloud Solution, HP CEO roundtable, etc.
- 100% certified (NMSDC) minority (Hispanic) owned and operated firm.
- Team of over 250 hand-picked experts that are carefully screened and evaluated, engineers, consultants, strategists, and specialists.
- Company culture that prioritizes integrity, excellence, and teamwork.
- Community outreach programs that focus on giving back with a smile.

- Company's Dun & Bradstreet (D&B) number.

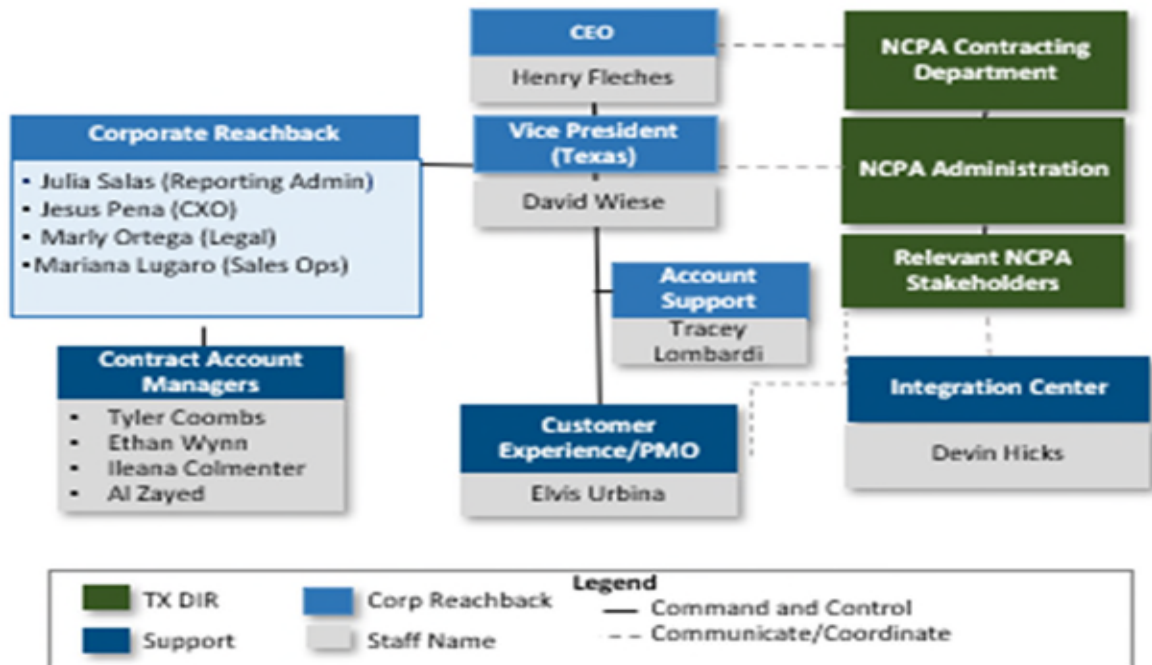
UDT Response:

United Data Technologies (UDT) D&B Number is 93-364-0682

Intentionally Left Blank

- Company's organizational chart of those individuals that would be involved in the contract.

UDT Response: Texas Org Chart



Intentionally Left Blank

- Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.

UDT Response:

UDT

UDT Locations



HEADQUARTERS	2900 Monarch Lakes Blvd. Suite 300 Miramar, FL 33027 P: (954) 308-5100	TEXAS	7500 Rialto Blvd Suite 250 Austin, TX 78735 P: (512) 466-3405
MIAMI LAKES	14042 N.W. 82nd Ave. Miami, FL 33016 P: (786) 364-6097	ORLANDO CUSTOMER SUPPORT CENTER	9436 Southridge Park Ct. Suite 800 Orlando, FL 32819 P: (800) 882-9919
TALLAHASSEE	1621 Metropolitan Blvd. Suite 102 Tallahassee, FL 32308 P: (850) 329-6215	ORLANDO CUSTOMER INTEGRATION CENTER	2612 Consulate Drive, Suite 100 Orlando, FL 32819 P: (800) 882-9919
TAMPA	5426 Bay Center Dr. Suite 725 Tampa, FL 33609 P: (800) 882-9919	OKLAHOMA	13900 N. Portland Ave. Suite 170 Oklahoma City, OK 73134 P: (405) 567-4080
TENNESSEE	209 10TH Ave. South Suite 530 Nashville, TN 37203 P: (615) 567-4080		

Team Member	Title	Address	Phone Number	Email
David Wiese	Vice President of SLED Sales - Midwest	100 Congress Avenue Suite 2000 Austin, TX 78701	Phone: 512-466-3405	dwiese@udtonline.com
Brandon Bryant	General Manager - Central	13900 N. Portland Avenue Suite 170 Oklahoma City, OK 73134	Phone: 405-567-4080	bbryant@udtonline.com
Tony Cossio	Vice President of SLED Southeast	2900 Monarch Lakes Blvd. Miramar, FL 33027	Phone: 800-882-9919 Ext. 5146	tcossio@udtonline.com
Paula Euse	VP Marketing	2900 Monarch Lakes Blvd. Miramar, FL 33027	Phone:	peuse@udtonline.com
Marly Ortega	Legal / Contract Management	2900 Monarch Lakes Blvd. Miramar, FL 33027	Phone: 800-882-9919 Ext 5256	legalsupport@udtonline.com
Mike Sanchez Chief Information Security Officer	Chief Information Security Officer	2900 Monarch Lakes Blvd. Miramar, FL 33027	Phone: 954-554-9674	Msanchez@udtonline.com
Elvis Urbina	Project Management	2900 Monarch Lakes Blvd. Miramar, FL 33027	Phone: 305-606-6214	Eurbina@udtonline.com
Marcos Galigarcia	Senior Cyber Security Consultant	2900 Monarch Lakes Blvd. Miramar, FL 33027	Phone: 800-882-9919	mgaligarcia@udtonline.com
Noah Witte	Senior Cyber Security Engineer	2900 Monarch Lakes Blvd. Miramar, FL 33027	Phone: 800-882-9919	nwitte@udtonline.com
Victor Moreno	Cyber Security Consultant	2900 Monarch Lakes Blvd.	Phone: 800-882-9919	vmoreno@udtonline.com

- Define your standard terms of payment.

UDT Response:

UDT's Standard Payment Terms are NET 30

- Who is your competition in the marketplace?

UDT Response:

While there are few VARs that are able to offer the breadth of products, services, Cybersecurity offerings, we do encounter common competition with CDW-G, Accenture, and Insight depending on the scope of the opportunity.

- What differentiates your company from competitors?

UDT Response:

United Data Technologies is the only company that has the logistical and financial capacity to offer schools a comprehensive portfolio of products and services for Information Technology, Instructional Technology, Professional Development, Cybersecurity, Campus Security (Mass Notification Systems), Managed Services, CoIT Staffing, E-rate fulfillment for both equipment and services, and Technology Lifecycle Management. UDT, has been committed to working with all of our clients to be able to work on all technology projects end to end. From idea development, planning, budgeting, acquisition, roll-out Project Management, Property Control, and Asset Management, support, and maintenance, all the way to responsible asset disposition. Through UDT's 27 years of experience in the Education market, we have gained invaluable insight into what really matters when planning, deploying, and maximizing technology resources. This unequivocally translates to districts better planning and better utilizing their available resources.

Lastly, UDT is an active member on advisory boards for some of the leading technology innovators such as Intel, Microsoft, HPI, Cisco, Samsung, and Lenovo. Due to UDT's presence in the market, our firm can stay at the forefront of leading-edge technologies while providing valuable insight to its partners regarding the industries the firm supports, resulting in benefits to UDT's clients.

- Describe how your company will market this contract if awarded.
Describe how you intend to introduce NCPA to your company

UDT Response:

UDT is dedicated to serve public sector clients with offices in several states. Our marketing department is extremely efficient at communicating success stories as well as major wins throughout the company via monthly newsletters, additionally each State VP holds weekly team calls to introduce new contracts as well as approach and marketing initiatives.

Additionally, through coordination with every Vice President, our marketing department, and our strong

relationships with all leading manufacturers; UDT will work closely with the appropriate personnel at the NCPA or the individual schools to create and promote marketing campaigns to include, new product launches, grant opportunities, and education industry trends. These campaigns can be, Email, Mailings, Presentations, Road shows, Demo equipment, or live webinars.

1) Demand Generation Events

- Email Marketing Campaigns
- Seminars/Event
- Customer Briefings
- Industry Tradeshows
- Online Digital Marketing Campaigns

2) Telemarketing Campaigns

- White Space
- Existing Customers – New Opportunities

Based on any upcoming activities, each quarter UDT will work with the VP of Sales to create a plan that is beneficial for both parties based on current funding, initiatives and as needed.

INTENTIONALLY LEFT BLANK

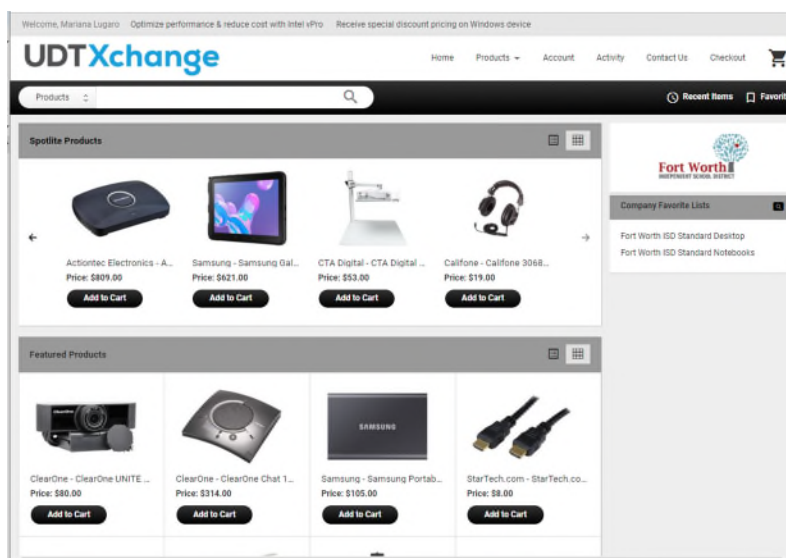
- Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

UDT Response:

The UDT E-Store is located at <https://shop.udtonline.com> and can be customized to meet your standards. UDT will provide the users identified by the district's personnel. Purchasing and IT will have the ability to browse the catalog showing rich content descriptions and photos, and complete technical specifications.

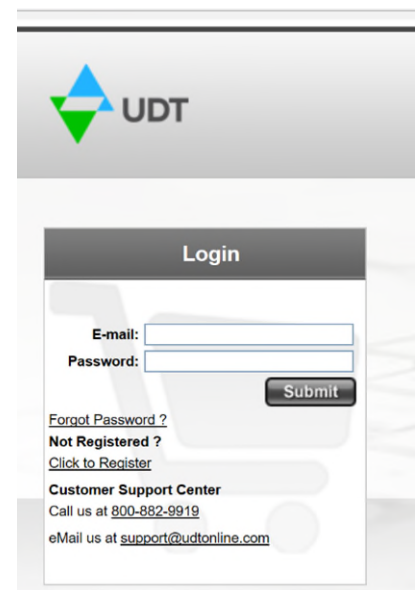
UDT will work with the district's Purchasing Team to determine the access and views allowed to end-users.

Sample E-Store Screenshot



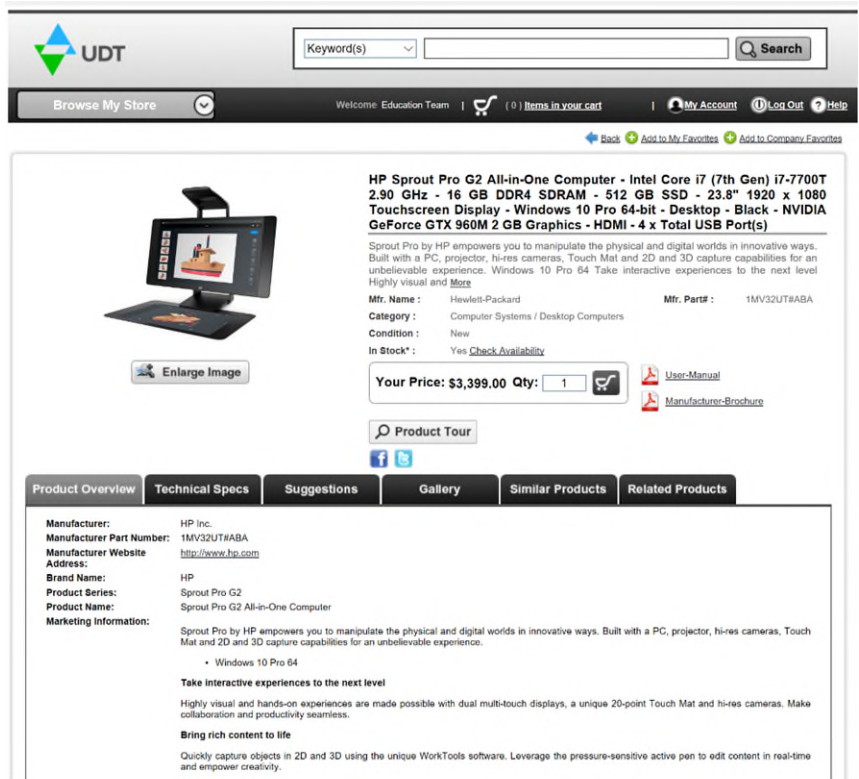
Accessing the store -

- Store can be made public or private based on to whom you want to provide access
- Quick & Easy registration for new Users.
- Catalog, Pricing, Shipment Methods, Payment Method etc. can be configured based on logins



Catalog & Content

- Adding a new product/catalog is quick and easy. We currently have a catalog of 1M + IT SKU's coming from multiple distributors.
- Rich content like Images, Tech Specs, Long description, Brochures, Related and similar products etc.
- Easy to order pre-configured bundles and standards
- Contract Catalog- Ability to handle contract specific SKUs
- Ability to associate multiple contracts to a buyer so that they can browse and buy from multiple contracts
- EPEAT, 508 etc. compliance & other Green Compliance Data



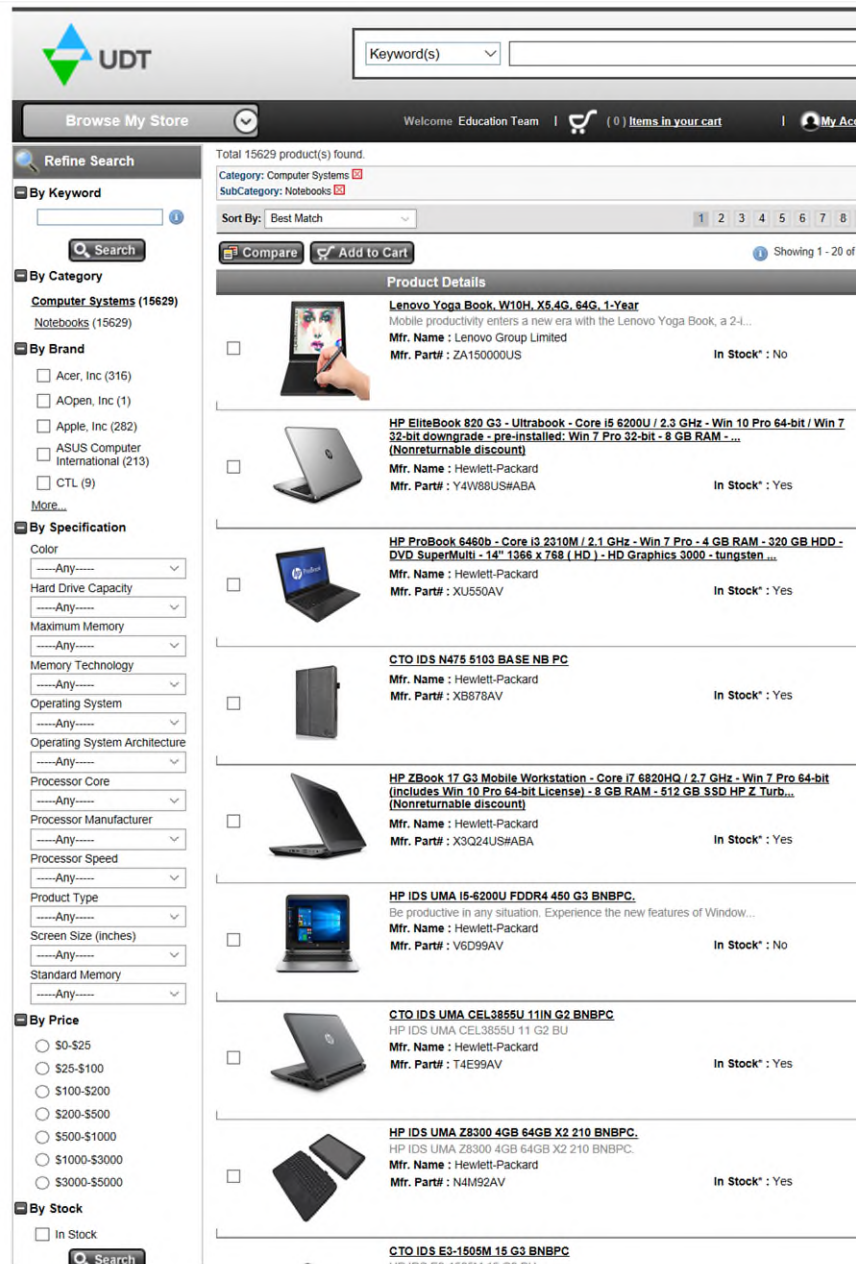
The screenshot shows the UDT online store interface. At the top is a navigation bar with the UDT logo, a search bar, and links for 'Browse My Store', 'Welcome Education Team', 'Items in your cart', 'My Account', 'Log Out', and 'Help'. Below the navigation bar is a product page for the 'HP Sprout Pro G2 All-in-One Computer'. The product image shows a large, flat-screen computer with a camera and sensors. To the right of the image is the product title and specifications: 'HP Sprout Pro G2 All-in-One Computer - Intel Core i7 (7th Gen) i7-7700T 2.90 GHz - 16 GB DDR4 SDRAM - 512 GB SSD - 23.8" 1920 x 1080 Touchscreen Display - Windows 10 Pro 64-bit - Desktop - Black - NVIDIA GeForce GTX 960M 2 GB Graphics - HDMI - 4 x Total USB Port(s)'. Below the title is a description of the product's capabilities. To the right of the description are fields for 'Mr. Name', 'Mr. Part#', 'Category', 'Condition', and 'In Stock'. Below these fields is a price and quantity section: 'Your Price: \$3,399.00 Qty: 1'. To the right of the price and quantity section are links for 'User-Manual' and 'Manufacturer-Brochure'. Below the price and quantity section is a 'Product Tour' button. At the bottom of the product page is a tabbed interface with tabs for 'Product Overview', 'Technical Specs', 'Suggestions', 'Gallery', 'Similar Products', and 'Related Products'. The 'Product Overview' tab is selected, showing the manufacturer's name (HP Inc.), manufacturer part number (1MV32UT#ABA), manufacturer website (http://www.hp.com), brand name (HP), product series (Sprout Pro G2), product name (Sprout Pro G2 All-in-One Computer), and marketing information (Sprout Pro by HP empowers you to manipulate the physical and digital worlds in innovative ways. Built with a PC, projector, hi-res cameras, Touch Mat and 2D and 3D capture capabilities for an unbelievable experience. • Windows 10 Pro 64. Take interactive experiences to the next level. Highly visual and hands-on experiences are made possible with dual multi-touch displays, a unique 20-point Touch Mat and hi-res cameras. Make collaboration and productivity seamless. Bring rich content to life. Quickly capture objects in 2D and 3D using the unique WorkTools software. Leverage the pressure-sensitive active pen to edit content in real-time and empower creativity.)

Searching on Store

- Powerful search engine with guided "refine search" and filtering capability
- Advanced Search supported on Store
- Parametric Search Supported on Store
- Side by Side Comparison between two or more products
- Sorting of products by Availability, Alphabets, Price, Best Match etc.
- Top Navigation bar can be customized to enhance search
- Favorites – both login based favorites and organization wide favorites supported.

INTENTIONALLY LEFT BLANK

- Popular & Featured products are supported.



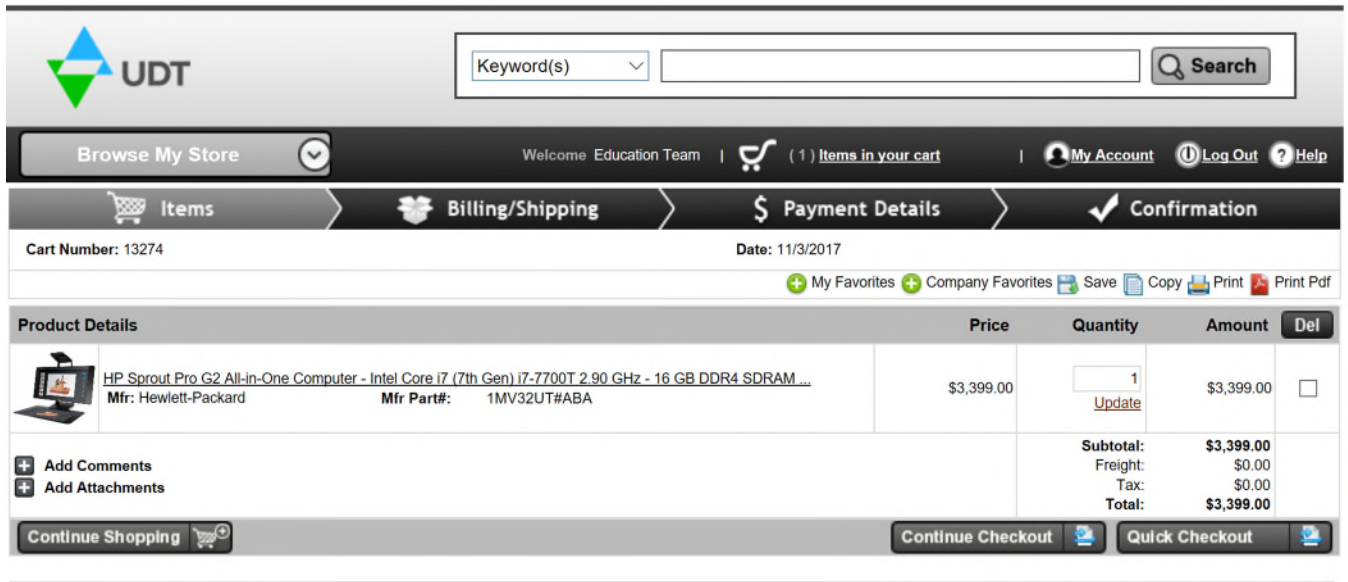
The screenshot displays the UDT online store interface. At the top, there's a search bar and navigation tabs. The left sidebar contains various filters: 'By Keyword' with a search input, 'By Category' showing 'Computer Systems (15629)' and 'Notebooks (15629)', 'By Brand' with options like Acer, Inc (316), Apple, Inc (282), and ASUS, and 'By Specification' with dropdowns for Color, Hard Drive Capacity, Maximum Memory, Memory Technology, Operating System, Operating System Architecture, Processor Core, Processor Speed, Product Type, Screen Size (inches), and Standard Memory. Below these are 'By Price' ranges from \$0-\$25 to \$3000-\$5000, and 'By Stock' with an 'In Stock' checkbox. The main area shows a list of products, including the 'Lenovo Yoga Book, W10H, X5.4G, 64G, 1-Year' and several HP models like 'HP EliteBook 820 G3', 'HP ProBook 6460b', 'HP ZBook 17 G3 Mobile Workstation', 'HP IDS UMA I5-6200U FDDR4 450 G3 BNBPC', 'CTO IDS UMA CEL3855U 11IN G2 BNBPC', and 'HP IDS UMA Z8300 4GB 64GB X2 210 BNBPC'. Each product entry includes a small image, the product name, a brief description, manufacturer name, part number, and stock status.

- Upsell / Cross sell supported and can be set up if needed

Check Out

- Easy checkout - with clear steps, and single one-click buying
- Multiple Bill to / Ship to Addresses supported
- Supports Government Issued Purchase orders and Government Issued Credit Cards
- Ability to show "List Price" with user designated savings on the store

- "Request for Quote" option available on store – where if you are not confident of buying you can request a Quote/Call from UDT Sales Rep



The screenshot shows the UDT online store interface. At the top, there is a search bar with a dropdown menu for "Keyword(s)" and a "Search" button. Below the search bar is a navigation bar with links for "Browse My Store", "Welcome Education Team", "(1) Items in your cart", "My Account", "Log Out", and "Help". The main navigation bar includes "Items", "Billing/Shipping", "Payment Details", and "Confirmation". The cart summary shows "Cart Number: 13274" and "Date: 11/3/2017". Below this, there are links for "My Favorites", "Company Favorites", "Save", "Copy", "Print", and "Print Pdf". The product details section lists an "HP Sprout Pro G2 All-in-One Computer" with a price of \$3,399.00 and a quantity of 1. The subtotal is \$3,399.00, with freight and tax at \$0.00 each, resulting in a total of \$3,399.00. At the bottom, there are buttons for "Continue Shopping", "Continue Checkout", and "Quick Checkout".

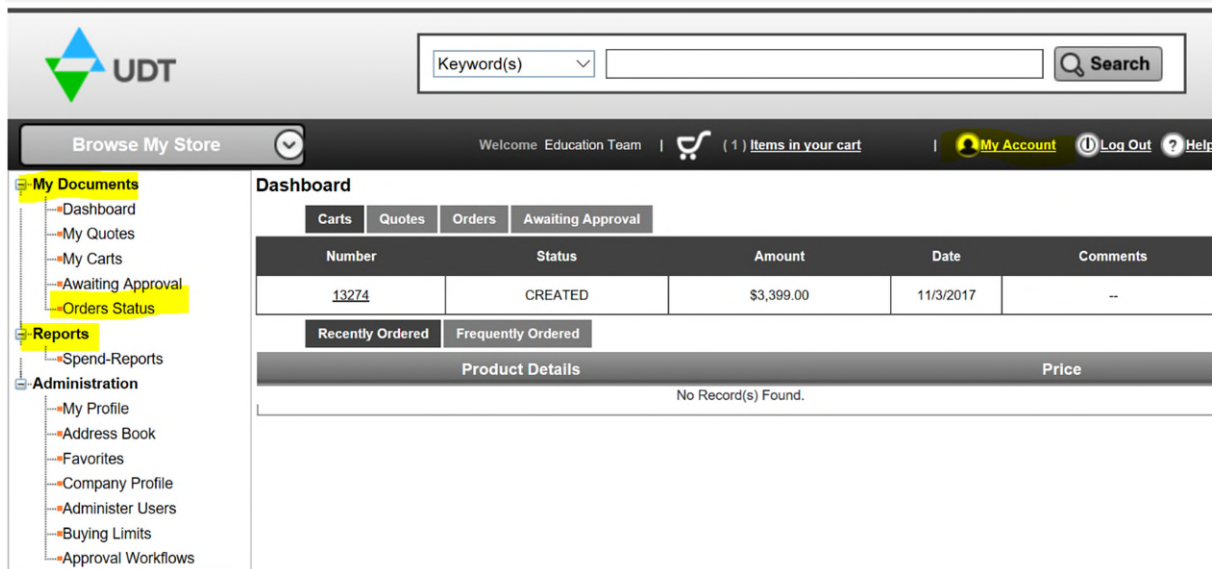
Product Details	Price	Quantity	Amount	Del
 HP Sprout Pro G2 All-in-One Computer - Intel Core i7 (7th Gen) i7-7700T 2.90 GHz - 16 GB DDR4 SDRAM ... Mfr: Hewlett-Packard Mfr Part#: 1MV32UT#ABA	\$3,399.00	1 Update	\$3,399.00	☐
+ Add Comments + Add Attachments			Subtotal: \$3,399.00 Freight: \$0.00 Tax: \$0.00 Total: \$3,399.00	

Tracking your Account

- Powerful Dashboard provides Recent and frequent orders and also most recent quotes, carts, orders etc.
- Check Quotes sent by UDT on the store online.
- Check full history of quotes, Carts, Orders in MY Account section
- Serial Numbers, Shipment Tracking numbers etc. supported

Intentionally Left Blank

- Powerful end User reporting



The screenshot displays the UDT web application interface. At the top, there is a search bar with the text "Keyword(s)" and a "Search" button. Below the search bar, a navigation bar includes "Browse My Store", "Welcome Education Team", a shopping cart icon with "(1) Items in your cart", and links for "My Account", "Log Out", and "Help".

On the left side, there is a sidebar menu with the following categories:

- My Documents**
 - Dashboard
 - My Quotes
 - My Carts
 - Awaiting Approval
 - Orders Status
- Reports**
 - Spend-Reports
- Administration**
 - My Profile
 - Address Book
 - Favorites
 - Company Profile
 - Administer Users
 - Buying Limits
 - Approval Workflows

The main content area is titled "Dashboard" and features several tabs: "Carts", "Quotes", "Orders", and "Awaiting Approval". The "Orders" tab is currently selected, displaying a table with the following data:

Number	Status	Amount	Date	Comments
13274	CREATED	\$3,399.00	11/3/2017	--

Below the table, there are two more tabs: "Recently Ordered" and "Frequently Ordered". The "Recently Ordered" tab is selected, showing a table with the following data:

Product Details	Price
No Record(s) Found.	

- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

UDT Response:

UDT believes in a high touch sales model and will provide the NCPA members a dedicated team to include an Account Manager, Inside Sales Support Representative, Sales Operations Administrator, and Customer Service Representative. UDT's dedicated account manager must handle questions and resolve problems that may arise. At least one Customer Service Representative will be available during UDT's operating hours. UDT will offer a "wait in queue" or voicemail option with a callback. All service representatives will have on-line access to information to provide an immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, district-wide contract pricing, contracted product offerings/exclusions, contract compliance requirements, and general product information. Representatives will be available by phone (local or tollfree number preferred) or email.

Hours of Operation: UDT's hours of operation are 7:00 AM to 5:00 PM EST.

- Green Initiatives (if applicable)
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and

UDT Response:

Where applicable, and to continue to drive the UDT Green IT initiative, desktops and workstations will be delivered by UDT resources unboxed to end user location. As an example, laptops will be delivered within laptop carts where possible.

- This allows for less cardboard to end up at end user location.

- UDT can responsibly recycle this cardboard at its Configuration Center location as opposed to this cardboard being disposed of within site dumpster
- While this option may not always be feasible within the customer
-

environment, UDT utilizes this model as a standard practice within its Configuration Center location to recycle over 5 tons of cardboard monthly. In addition, UDT offers enhanced support program that increases hardware lifespan, reducing environmental impacts from replacing products that still have useful life. With this uplifted service we will recycle parts from customer devices that meet the beyond economic repair criteria to repair their own product.

responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

- **Anti-Discrimination Policy (if applicable)**
 - Describe your organizations' anti-discrimination policy.

UDT Response:

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

- a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- b) Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC)

implementing regulations, “Age Discrimination in Employment Act”, 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c) **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
- d) **Segregated Facilities.** Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor’s control where segregated facilities are maintained. As used in this certification the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) **Sanctions of Non-Compliance.** In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Vendor Certifications (if applicable)

- o **Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.**

UDT Response:

UDT partners with top tier leaders in the industry to provide the latest products, from personal computing to customized, complex solutions. In addition to holding many manufacturer certifications, UDT participates in the following Advisory Councils:

Intel Solution Provider Advisory Council
 HP Public Sector Advisory Council
 HP CEO Roundtable Council
 Cisco Advisory Council
 Microsoft Cloud Solution Provider Council

By participating in these advisory councils, UDT remains on the forefront of technology and has the ability to impact roadmaps and changes in product solutions if needed. UDT is a Cisco Gold Partner and has over 20+ Cisco Certified Engineers. UDT's has an array of certified engineers as it relates to the more complex technologies such as Virtualization, Security, and VOIP to name a few. In addition, UDT has in house repair warranty authorized technicians for HP, Dell and Lenovo.

UDT Certifications & Classifications

PCI-QSA Firm

SOC 1 & SOC 2 Certified

SSAE-16 & 18 certified platforms

NAICS – 541513

Socio Economic – Minority Owned Enterprise (Hispanic Owned) – NMSDC Certificate shown below.



TAB 9

REQUIRED DOCUMENTS

• Federal Funds Certifications	✓
• Clean Air and Water Act & Debarment Notice	✓
• Contractors Requirements	✓
• Required Clauses for Federal Assistance by FTA	✓
• Federal Required Signatures	✓
• Antitrust Certification Statements Texas Government Code § 2155.005	✓
• State Notice Addendum	✓

UDT Response:

All requested documents, attached below on the Required Documents Section. You may use the bookmarks on the left side to navigate directly to each of them.

TAB 5

PRODUCTS AND SERVICES

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products

- Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction

- Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

The following is a list of suggested (but not limited to) Technology Solutions, Products and Services categories. List all categories along with manufacturer that you are responding with:

Products

- Laptops / Notebooks / 2-in-1s
- Tablets
- Desktop Computers
- Workstations – Fixed and Mobile
- Gaming Devices
- Chromebooks – Education and Enterprise
- Servers
- High Performance Computing
- Data Storage / Drives
- Converged Infrastructure
- Hyper Converged Infrastructure
- Cloud Products
- Software
- Security Solutions
- Data Protection HW / SW
- Networking
- Internet of Things (IOT)
- Sensors & Edge Devices
- Printers & Accessories

- Digital Imaging – Cameras / Scanner
- Keyboard / Mice / Input Devices
- Memory / System Components
- Displays / Large Format Displays / Interactive Flat Panels
- Spare Parts
- Accessories / Cables
- Battery Back-up / Power / Surge Protectors
- Sound / Multimedia
- Telecommunications Products
- Video – Monitors / Cards / Projector
- Interactive Whiteboards
- Commercial-Off-the-Shelf (COTS) Software
- Software-as-a-Service (SaaS)
- Infrastructure-as-a-service (IaaS)
- Platform-as-a-Service (PaaS)
- Software Licensing and Maintenance Agreements
- Subscription Based Software Licenses
- Software Related Services

Services

- Deployment & Installation
- Professional Services
- Consulting Services
- Security Services
- Business Continuity / Business Resiliency
- Disaster Recovery
- VMware Professional Services
- Microsoft Professional Services
- AWS Product and Services
- Application Services – End User
- Application Services – Data Center
- Residencies
- Managed Services – End User
- Managed Services – Data Center
- Education & Training
- Telecommunications
- Product Configurations
- Product Support
- Warranty
- Asset Lifecycle Management
- Asset Recovery

Financial Services Offerings:

- Infrastructure-as-a-Service (IaaS)
- Leasing for Public and Private/Commercial Entities with schedules included for:
 - Fair Market Value Lease
 - Purchase Option Lease

- Tax Exempt Lease Purchase Lease
- Flex Lease Purchase
- PC-as-a-Service
- Software Schedule
- Deferred Payments (Direct and Indirect Financing)
- Payment Agreements
- Usage Agreements.

UDT Response:

Product and Technical Capabilities: With forward-thinking state-of-the-art service technology offerings, extensive industry-leading engineering skill sets, and comprehensive support practices, UDT is recognized across the country as a leading provider of Information Technology for the education community, especially in the Florida region. By chairing or being an active member on advisory boards for some of the leading technology innovators in the industry like Intel, Microsoft, HPI, Cisco, Samsung, and Lenovo, UDT is able to stay at the forefront of leading-edge technologies, in turn providing valuable feedback directly to these organizations received from our critical K-12 customers. We are a recognized/authorized partner to many manufacturers of computing, display, and instructional devices, including those located in Gartner's Magic Quadrant such as HP, Dell, and Lenovo. With our comprehensive capabilities, UDT facilitates the support activities for many leading manufacturers such as HP, Dell, Lenovo, Microsoft, Samsung, Apple, Acer, and others. Through our service depots, also located within our integration center in Orlando, Florida, UDT can fully support SDOC and our Florida educational clients with demonstrated experience quickly increasing our resources to support unforeseen situations such as severe weather events or the covid-19 pandemic. With the addition of our new integration center in the Orlando area, UDT can configure over 1 Million units a year.

WE have attached a comprehensive list of all Industry Leading Brands of Computing Devices, Servers, Peripherals., Software, Professional Services, that we can make available to the NCPA Cooperative and all of it affiliate school districts.

Please note that due to the great diversity of manufacturers, product lines, professional services, lifecycle services, the discount reflected is a minimum guaranteed, however in most cases our Account Managers will quote the districts needs through every source available and will very likely offer a much more advantageous discount point. Additionally, UDT will extend a balance of line discount for all items that for some reason may have not been listed in the attached price matrix.

Tab 8 - Value Added Products and Services

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

UDT Response:

UDT has included additional products and services offerings in Tab 7.

Known by our clients as a trusted partner, we provide flexible and interoperable solutions. Along the way, we offer a complete spectrum of technical, professional, and managed services to a broad range of industries. Whether your enterprise is private or public, medium or massive, we will move you forward with solutions that work within your timelines, budget, and unique technology framework. *We will maximize the impact of your mission.*

UDT's portfolio of services include:

Managed Services

Cooperative IT • Remote Monitor and Manage • Help Desk • Onsite Support • Advisory (Virtual CIO)

Managed Security

Managed Firewall • Managed IPS/IDS • End Point Security • Managed SIEM • Incident Response

Managed Cloud

Back Up • Desktop as a Service • Office 365 • Unified Communications

Advanced

Advisory and Consulting • Deployment • Implementation • Integration • Staff Augmentation • Project Management

Technical

Etching • Asset Tagging • Warranty • Field Repair • Asset Tracking
UDT's portfolio of solutions include:

Collaboration

Collaborative Workspaces • Audio / Visual Communications • Conferencing

Data Center

Management and Automation • Customized Network Solutions • Network Performance

Optimization

Cloud

Readiness Assessment • Public, Private, Hybrid • Microsoft Azure and 365 • Backup and Restore

Cybersecurity

Threat Management Services • Technical Security Assessment • Compliance

Mobility

Assessment and Design • Outdoor Mobility • Device Management • Internet of Things

Education

Hands-On Learning Solutions • STEAM and Makerspaces • Digital Learning Convergence

If awarded the opportunity to be listed as one of the suppliers for this bid, we will be able to offer the members of NCPA a comprehensive portfolio of other IT industry leaders. In addition, UDT offers a Balance of Line category to provide NCPA members the ability to buy other devices and services outside of the current products listed in the catalogs represented currently as new product introductions are made or required.

Along with UDT's valuable partnerships with the industry's top OEM's, UDT has partnered with most of the major distributors in the US. Through these partnerships, the NCPA members can tap into a vast array of brand name products available to them in several warehouses strategically located throughout the country. Every business day, UDT collects the pricing and availability information from each one of our distribution partners resulting in an online catalog with over 100,000 items and the ability to process orders of available products for next day shipping.

UDT only works with authorized manufacturer distributors.

UDT's Primary Distribution Partners are:

- Ingram Micro
- Tech Data
- Synnex
- D&H Distributing

Distributor line cards include the following:

THIS SPACE INTENTIONALLY LEFT BLANK

LINE CARD NEXT PAGE

LINE CARD					
ADVMICRO	Acer	VIDEO GAMES PLUS.COM	ENCORE SOFTWARE LLC	MONOPRICE, INC.	SHAREGATE GROUP INC.
ALLROUND AUTOMATION	Allied Telesis	1754012 ONTARIO INC. DBA	ENVISION PERIPHERALS INC.	MONOPRICE, INC.	SHARP ELECTRONICS OF
ALTOVA	Allaro	MYGICA	ENVISION PERIPHERALS INC.	MONSTER TECHNOLOGY	SHARP-TRADE
ANIXTER	Amazon	203 TRADING LLC	ENVISION PERIPHERALS, INC.	INTERNATIONAL LTD.	SHENZHEN RAPOO
AOC	Amazon Digital Services	3M	ENVOY DATA CORP	MOORECO, INC	TECHNOLOGY CO. LTD.
APRICORN	American Industrial Systems	3M TOUCH SYSTEMS	EPOS CANADA LIMITED	MOTIV INC.	SHURE INCORPORATED
ATTO TECH	Inc	A-Data	Epson	Motorola	SHUTTLE COMPUTER GROUP
AVAGO	Apple	A2C SERVICES LIMITED	ERGOREST	MOUSETRAPPER NORDIC AB	INC
COHESITY	Autodesk	ACECAD DIGITAL DBA	Ergotech	MSI	SIGNAGELIVE, INC.
COMMVault	Avaya	SOLIDTEK	ERGVERSE	MTM INC.	SIGNIFY CANADA LTD.
CONDUSIV	AvePoint	AddOn Networks	Ericom	MULTI-TECH SYSTEMS, INC.	SILICONDUST USA, INC.
DISTINOW	Avocor	Adesso	ERWIN INC.	MURATEC STRATEGIC	SIMPALTEK LLC
EDITHMIN INTL	Axiom	ADVANCED SKYLINE	Esker	NANONATION, INC	SIMPLIFIED IT PRODUCTS LLC
EGANTEAMBOARD	BitTitan	TECHNOLOGY LTD.	EVE SYSTEMS LLC	NANOV DISPLAY, INC	SINGLEWIRE SOFTWARE, LLC
EIZO	Bretford	AEVOE CORP	EVGA	NAVORI INC.	SIOS TECHNOLOGY CORP
EMC	Brother	AfterShokz	Evoluent Lic	NCIPHER SECURITY LLC	SKYWORTH USA CORP.
EXCLAIMER	Canon	AG Neovo	Extensis	Nest	SMARTEYES DIRECT INC.
EXITCERTIFIED	Carbonite, Inc	AIDATA	FACEBOOK TECHNOLOGIES LLC.	NETMOTION SOFTWARE, INC	(GALAXY)
F-SECURE	CCX	ALC MICRO	FEIT ELECTRIC COMPANY	NEW AGE ELECTRONICS, INC.	SMARTLABS, INC.
FILEMAKER	Check Point	Alien Vault	Fellowes	NEW ENGLAND TECHNOLOGY, INC	SMK ELECTRONICS CORPORATION, U.S.A.
FORTINET	Cisco Systems	ALTHON INC.	Finisar	INC	SOL REPUBLIC
FREEDOM MOBILE	CyberPower Systems	ALTIS GLOBAL LIMITED	FireEye	NEWLINK.CA INC	SOLARFLARE
HECKTECH	D-Link Systems	Aluratek	Firemon	NEXENTA BY DDN, INC	COMMUNICATIONS INC.
HITACHI	Dell	Amaryllo	FIVE9 INC.	NITRO PDF, INC	SOLE SOURCE TECHNOLOGY LLC
HITACHIGLB	Digi International	AMBIR TECHNOLOGY, INC.	FixMeStick	NOBLE SECURITY	SOLO, A DIVISION OF UNITED
IBM	Eaton	AMD	ForeScout Technologies	NOKIA CANADA INC.	STATES LUGGAGE CO., LLC
ILLUMINARI	Engenius Technologies	Amer Com	Foxit Software Company LLC	NORRIS TECHNOLOGIES, LLC	SONNET TECHNOLOGIES INC.
IMPINJ LOGISTICS	Ergotron	AMERICAN WELL CORPORATION	Fujifilm	NORTONLIFELOCK INC. - ESD	SONOS INC.
JAMF	Extreme Networks	AND A SEAT TECHNOLOGY INC.	G-STYLE LTD.	NORTONLIFELOCK INC. CAD	
JOLERA					
KAMINARIO	F5 Networks		GAMA WORLD TECHNOLOGIES, INC	NUANCE COMMUNICATIONS	SONUS
KHLANDSBG	Fujitsu	Andrea Electronics	Gamber Johnson	NURA OPERATIONS PTY LTD.	
	Google			NUVO US INC	SOPHOS, INC.
KODAK	Hewlett Packard Enterprise	Antec	Garner Products	NYCOMP INC	SOUL ELECTRONICS LIMITED
KRAMER	HP	Aopen	GENTEC INTERNATIONAL	NYL HOLDINGS LLC.	SPACEPOLE, INC.
LANTRONIX	Intel		GENTEC MARKETING INC	OBUSFORME	SPARKLE POWER INC.
					SPECTRUM BRANDS CANADA, INC.
LAPCABBY	KASPERSKY LAB INC.	APC	GENTEK MARKETING INC.	OKIDATA AMERICAS INC.	SPEECH PROCESSING
LEGRAND	KASPERSKY LABS CDN\$	AppSpace			
MAXON	KASPERSKY LABS CDN\$	Arbor Networks	GENTEK MARKETING INC.	OKIDATA SUPPLIES	SOLUTIONS CANADA INC.
MCAFFEE	CONSIGNMENT	AREA 1 SECURITY, INC.	Getac Inc.	ONELAN LTD.	SPOTIFY AB
		Areca Technology Corp.	GFI Software	OPEN TEXT CORPORATION	SPRACHT
					STANDARD IP SOLUTIONS LTD., DBA STANDARD TELECOM
MELLANOX	KASPERSKY LABS, INC. ESD	Arista Networks	Gigabyte	OPENGear, INC.	
MICROFOCUS	KINGSTON DIGITAL, INC	Arlo	GLOBAL KNOWLEDGE	OPTOMA TECHNOLOGY INC.	STEELCASE INC.
MITEL NETW	KINGSTON TECHNOLOGY	ARROW ELECTRONICS , INC.	NETWORK CANADA INC	ORESUS INC	STM BAGS, LLC
				ORTHOVIA COMERCIO DE PRODUTOS DE INFORMATICA	STORAGECRAFT TECHNOLOGY
NETAPP	COMPANY	ASCOM WIRELESS	GOLDSEAL PALO ALTO	LTD.	CORPORATION
NETGEAR	KYOCERA DOCUMENT SOLUTIONS CANADA, LTD.	SOLUTIONS	GOLDSEAL POLYCOM		

NUJIANX	Lanovo	ASSAULOY RESIDENTIAL GROUP, INC. DESA/ YALE Gaming Cases	OVERLAND STORAGE	STORMAGIC LTD
PARALLEL	Logitech	ASUS	Paro-Alo Networks	SUNFLEX
OVERLAND	LG	Hammond Manufacturin	PANORAMA ANTENNAS LTD	SWANN COMMUNICATIONS USA INC.
QUATRO	Logitech	Auxtor	PANORAMA ANTENNAS LTD	SWIFTRAGE ACTI LLC
PARITAN	MAJWARESYTES INC.	Alan Technology	PARA SYSTEMS, INC.	SWISS ARMY BRANDS LTD
REALVNC	Microsoft	AudioCodes	PARAGON SOFTWARE GROUP CORPORATION	SYBASE INC
MSA	MOBILE EDGE LLC	AVANQUEST NORTH AMERICA, INC.	PARROT INC.	SYNACOR, INC.
SAFOD PRODUCTS	NEC Display	AVTEQ	PATRIOT MEMORY	SOLUTIONS CAD
SERVICE	ORACLE CANADA ULC	Adde	HOMEVISION TECHNOLOGY INC.	SYNNEX SUPPLY CHAIN SOLUTIONS USD
SHARP	PANASONIC CANADA	Communications	House of Marley	PEERLESS INDUSTRIES
SHERWEB	PANASONIC CANADA	AZIO	HOWARD A/S	PELICAN PRODUCTS, INC
SKYMAAS	PANASONIC CANADA	SASYTEL INC.	HUMANSCALE CORPORATION	PERFECT PRESSURE POINT LLC
SOFTCHOICE	CONSUMER DIV	SAKKER ELKHUZEN	IGEL AMERICA SALES CORP	PERFORMANCE DESIGNED
SOLARWINDS	PANASONIC CANADA INC.	INTERNATIONAL BV Barco	IGLOO PRODUCTS CORP.	PRODUCTS LLC PFU
SOMICWALL	PANASONIC CANADA INC.	Sanicata Networks	KEY LTD.	CANADA INC. PHYBRIDGE
SUSE	PANASONIC-TRADE	Battery Technology Inc.	INC.	TEAMVIEWER GMBH
SYMANTEC	PARALLELS INC	Bolton	IMAGILE SPA IMPACT	TECH WRECKERS INC.
TECH DATA	PARALLELS INC.	BenQ	PRINTING AND	TEKLYNX INTERNATIONAL
THINKON	PHY TECHNOLOGIES	BeyondTrust Corp	GRAPHICS, LTD	PLANAR SYSTEMS INC.
TRANSITION NET	QNAP INC.	BitDefender	IMPERV INC	PRECISION MOUNTING TECHNOLOGIES LTD.
		Black Box Corporation	INDIVIDUAL SOFTWARE INC.	PRESSPLAY
VANDESK	QUEST USA CORP.	BlackBerry	Infoblox	PRESTIGE INTERNATIONAL INC.
VSEAM		BLU PRODUCTS, INC.	IRAPRODUCTS	PRIME IMAGING PRODUCTS
VERITAS	RIVERBED TECHNOLOGY, INC	BLUECAT NETWORKS INC. INTUIT CANADA ULC	PRINTER PROPERTIES PRO, LLC	PRINTER PROPERTIES PRO, LLC
VERIV	RUCKUS WIRELESS, INC.	Bosch	INTUIT CANADA ULC ESD	DISA/PRINTERLOGIC
	Samsung	Boss	IOGEAR INC.	PRINTRONIX LLC
	Seagate	Branco	IT FOR LESS	PRO GAMERSWARE GMBH
	SEAL SHIELD CORPORATION	BRAND MANAGEMENT	Jabra	PROVETHEAN INC
	SKYOCK, INC.	BROAD ELECTRONICS	JAM	PROMISE TECHNOLOGY, INC
	SONY ELECTRONICS INC	(AMERICA) INC.	JAR SYSTEMS LLC.	THOUSANDS INC.
	SONY OF CANADA	BROADCOM INC	JT COMPUTERS INC.	THREATTRACK SECURITY, INC.
	Statich.com	BROADCOM INC	Juniper Networks	THULE INC.
	SUPERMICRO COMPUTER INC	Brydge	JOCKENWOOD CANADA INC.	TISCO SOFTWARE (IRELAND)
		Buffalo Technology	KANO COMPUTING LTD.	LIMITED
			KEATING - REPLACEMENTS	
	TOSHIBA AMERICA ELECTRONIC COMPONENTS, INC.	BULLGUARD US, INC. ESD	KEATING- BROADSIGN	RACK SOLUTIONS, INC
	TOSHIBA OF CANADA		INTERNATIONAL	BACKROADS, LLC
		C2G		
	TOSHIBA-TRADE	CANADA - Calendar 2020	KEMP TECHNOLOGIES INC	RADWARE INC.
	TRIPP-LITE	CANADIAN ESSENTIALS LTD.	KERIO TECHNOLOGIES INC	RAZER USA LTD.
	VERBATIM AMERICAS LLC	CAPITAL NETWORKS LIMITED	KEY Ovation	REACHSIGHT INC.
		CAPSA SOLUTIONS, LLC, DSA	KEYSIGHT TECHNOLOGIES	REALDEFENSE LLC- CONSIGNMENT
	VERBATIM AMERICAS LLC- MAD CATZ	CAPSA HEALTHCARE	KONFIG	REALITY BYTES INC
	Viewsonic	Casa	KONTEL INC	RELAUNCH AGGREGATOR
	WATCHGUARD	BUSINESS M	KORE DESIGN, LLC	
	TECHNOLOGIES INC.	CDI COMPUTER		
		CEDAR ELECTRONICS		

ANTITRUST CERTIFICATION STATEMENTS

TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name United Data Technologies dba UDT

Address 7500 Rialto Blvd Suite 250

City/State/Zip Austin, TX 78735

Telephone Number 800-882-9919

Fax Number 954-432-5958

Email Address Dwiese@udtonline.com

Printed Name David Wiese, VP SLED Texas

Title VP SLED Texas

Authorized Signature *David Wiese*

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

CONTRACTOR REQUIREMENTS

Contractor Certification

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
 - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror United Data Technologies dba UDT

Address 7500 Rialto Blvd Suite 250

City/State/Zip Austin, TX 78735

Authorized Signature *David Wiese*

Date 10/24/2022

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
 - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror United Data Technologies dba UDT

Address 7500 Rialto Blvd Suite 250

City/State/Zip Austin, TX 78735

Authorized Signature *David Wiese*

Date 10/24/2022

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

United Data Technologies, Inc. dba UDT
Company Name

7500 Rialto Blvd Suite 250
Address

Austin	Texas	
City	State	Zip

800-882-9919	78735
Telephone Number	Fax Number

Dwiese@udtonline.com
Email Address

David Wiese	VP SLED Texas
Printed Name	Position

David Wiese
Authorized Signature

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>

THIS CERTIFIES THAT

United Data Technologies, Inc.
dba UDT



* Nationally certified by the: **FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 517911; 541330; 541512; 541513; 541519; 518210; 611430; 811211; 423430

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

01/01/2022

Issued Date

FL02336

Certificate Number

01/01/2023

Expiration Date


Ying McGuire
NMSDC CEO and President


Beatrice Louissaint, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Keyes Coverage Insurance 5900 Hiatus Road Tamarac FL 33321	CONTACT NAME: David Ragno PHONE (A/C, No, Ext): 954-724-7000 E-MAIL ADDRESS: dragno@keyescorverage.com FAX (A/C, No): 954-724-7024
INSURED United Data Technologies Inc. UDT 2900 Monarch Lakes Blvd., Suite 300 Miramar FL 33027	INSURER(S) AFFORDING COVERAGE INSURER A: National Fire Insurance Company of Hartford INSURER B: Continental Casualty Company INSURER C: Columbia Casualty Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1005363173**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y		GL 7015483862	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y		7015483893	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$ 1,000
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000	Y		CUE 7015483909	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A		7017891436	11/1/2021	11/1/2022	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C B	Technology E&O/Cyber Liability D&O/EPLI/Fiduciary Crime			6275958503 652383068	11/1/2021 11/1/2021	11/1/2022 11/1/2022	Liability Limit \$5MM/\$100,000 Ded D&O/EPLI/FID 5MM/5MM/1MM Emp Theft Client Prem \$2MM/\$25,000 Ded

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

Re: Computers & Value-Added Services, RFP #SDOC-22-P-092-IL

The School Board of Osceola County, Florida is included as Additional Insured as respects to Commercial General Liability and Automobile Liability Insurances as required by written contract.

CERTIFICATE HOLDER**CANCELLATION** 30 Days Notice / 10 Days for Non-Pay

The School Board of Osceola County, Florida
817 Bill Beck Boulevard
Kissimmee FL 34744-4492

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. United Data Technologies, Inc.	
2 Business name/disregarded entity name, if different from above UDT; UDT Financial Services	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: 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 not 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. ☐ Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 2900 Monarch Lakes Boulevard, #300	Requester's name and address (optional)
6 City, state, and ZIP code Miramar, FL 33027	
7 List account number(s) here (optional)	

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.

Social security number									
			-						
or									
Employer identification number									
6	5	-	0	5	6	6	1	3	8

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.

Sign
Here

Signature of
U.S. person ►

Date ►

1/14/2022

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.

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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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. 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 and clicking on Employer Identification Number (EIN) under Starting a Business. Go to 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 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), ABLE 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 ¹
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 ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

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 ⁴
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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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. 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 or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit 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.



State of Oklahoma

Dispatch via Print

Contract ID 000000000000000000000000007303			Page 1 of 2	
Contract Dates 03/14/2024 to 03/13/2028		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW1041U SW VAR-United Data			Contract Maximum 0.00	
Allow Open Item Reference				
TYPE: STATEWIDE				

Contract Lines:

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Glenda Caudle



Dispatch via Print

Contract ID				Page
000000000000000000007303				2 of 2
Contract Dates	Currency	Rate Type	Rate Date	
03/14/2024 to 03/13/2028	USD	CRRNT	PO Date	
Description:		Contract Maximum		
SW1041U SW VAR-United Data		0.00		
Allow Open Item Reference				
TYPE: STATEWIDE				

Contract Lines:

COMMENTS:

Vendor Contact: mchartney@udtonline.com

Authorized Signature

Item Title:

Consider approving annual agreement renewal between the City of Lawton and the Lawton CrimeStoppers, Inc.

Initiator: James Smith, Chief

Information Source: James Smith, Chief

Background:

This agreement is renewed annually and outlines the continued partnership between the City of Lawton and Lawton CrimeStoppers, Inc. The agreement establishes a cooperative effort to deter criminal activity within the community by supporting a reward-based system for tips that lead to the prosecution of crimes in the area. This initiative enhances public safety and encourages community involvement in crime prevention.

Correlation to the True North Statement:**Exhibit:**

Copy of the Agreement

Key Issues:

Should the City Council approve the renewal of the agreement with Lawton CrimeStoppers, Inc. to continue the collaborative crime deterrent program?

Funding Source:

General Fund

Staff Recommended Council Action:

Approve the renewal of the annual agreement between the City of Lawton and Lawton CrimeStoppers, Inc., and authorize the Mayor and City Clerk to execute the agreement.

ATTACHMENTS:

1. CrimeStoppers Agreement 2025

AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2025 by and between the LAWTON CRIMESTOPPERS, INC. (hereinafter referred to as CRIMESTOPPERS), a non-profit organization, and the City of Lawton, Oklahoma (hereinafter referred to as CITY), a municipal corporation.

WITNESSETH

WHEREAS, CRIMESTOPPERS has a proven and successful program of giving cash rewards to persons giving information leading to the arrest and filing of criminal charges against perpetrators of criminal actions; and,

WHEREAS, the cash reward program of CRIMESTOPPERS has had a positive benefit in the community by encouraging citizens to volunteer information to local law enforcement agencies leading to the arrest and filing of charges against criminal perpetrators; and,

WHEREAS, the Lawton City Council wants to bolster the cash reward program of CRIMESTOPPERS because such program has successfully assisted CITY'S law enforcement agency in solving many criminal cases and provided valuable service to the community; and,

WHEREAS, the Lawton City Council recognizes that CRIMESTOPPERS assists the City in the City's public function of deterring crime and apprehension of criminal offenders; and,

WHEREAS, the Lawton City Council adopted Ordinance 88-2, providing, in part, that proceeds from the sale of personal property in the custody of the Police Chief may, by resolution, be transferred to CRIMESTOPPERS.

NOW, THEREFORE, in consideration of the beneficial services provided CITY by CRIMESTOPPERS' cash reward program, the monies to be transferred by CITY to CRIMESTOPPERS, and the terms and conditions hereinafter set forth, it is hereby agreed by and between CRIMESTOPPERS and the CITY that:

1. Sale of personal property: CITY agrees that it will conduct the sale of personal property in the custody of the Chief of Police pursuant to the provision of Chapter 10, Section 10-4-402 of the Lawton City Code. CRIMESTOPPERS agrees to assist the Police Chief in conducting the sale of the personal property when it is requested by the Police Chief. The CITY also agrees to pay CRIMESTOPPERS the amount of the funds deposited in the general fund from the sale of the unclaimed property, less any and all costs associated with the sale, including but not limited to court fees and publication notices as consideration for their assistance with the sale.
2. Use of Money. CRIMESTOPPERS agrees that it will use the monies granted to it by CITY for the sole purpose of providing cash rewards in CRIMESTOPPERS cash reward program, and shall not use any part of such monies for personal, administrative, operating maintenance, or other type expenses. Provided, further, that CRIMESTOPPERS agrees that it will not use or divert cash reward monies received from other sources for the sole purpose of relying totally on the monies received from CITY for CRIMESTOPPERS' cash reward program.
3. Reports. CRIMESTOPPERS agrees that it will submit a written report to the CITY no later than June 30, 2026, containing information, at a minimum, relating to the amount received from CITY during the term of this Agreement, the amount

of cash rewards given from the monies received from CITY, the number of criminal perpetrators apprehended and filing of criminal charges, convictions, if applicable, and any additional information which will show the effectiveness of the CITY'S participation in the cash reward program to the benefit of the community.

4. City's Support. The CITY will provide a recording secretary to take and transcribe minutes of the monthly meetings of the Crimestoppers' Board of Directors; will mail copies of the minutes and monthly agenda to each member of the Board of Directors; and will mail annual membership renewals.
5. Term of Agreement; renewal. This agreement shall be in effect from July 1, 2025, and will expire June 30, 2026 provided, however, that this Agreement may be renewed and extended, in writing, for an additional one (1) year term, and provided further that any renewal of this Agreement shall be mutually agreed to in writing no later than June 30th of the succeeding year. The CITY agrees to notify the CRIMESTOPPERS' chairperson before this contract expires.
6. Amendments. This Agreement may be amended, in writing, with the mutual agreement of CRIMESTOPPERS and CITY.
7. Termination. This agreement may be terminated by either party upon the giving of a thirty (30) day written notice of one party to the other.

IN WITNESS WHEREOF, Lawton Crimestoppers, Inc., a nonprofit organization, and the City of Lawton, Oklahoma, a municipal corporation, have hereunto set their hands and seal the first day hereinabove written.

LAWTON CRIMESTOPPERS, INC.
An Oklahoma Corporation

Colby Stephenson, PRESIDENT

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

Stanley Booker, MAYOR

ATTEST:

Donalynn Blazek-Scherler, CITY CLERK

Approved as to form and legality this ____ day of _____, 2025.

INTERIM CITY ATTORNEY

Item Title:

Consider approving the renewal of an annual agreement between the City of Lawton and Comanche County - County Commissioners for the purpose of providing financial assistance to the County to assist with maintaining and operating the Comanche County Regional Juvenile Detention Center.

Initiator: James Smith, Chief

Information Source: James Smith, Chief

Background:

This agreement is renewed annually and facilitates the continued partnership between the City of Lawton and Comanche County for the operation of the Comanche County Regional Juvenile Detention Center. The agreement ensures secure housing for juvenile offenders who, under state statutes, cannot be detained in adult facilities. The City provides financial assistance based on community needs, with contributions not to exceed \$93,220.00. If approved, the agreement will be in effect from July 1, 2025, through June 30, 2026.

Correlation to the True North Statement:**Exhibit:**

Copy of the Agreement

Key Issues:

Should the City Council approve the renewal of this agreement to ensure continued access to secure juvenile detention services?

Funding Source:

General Fund

Staff Recommended Council Action:

Approve the renewal of the annual agreement between the City of Lawton and Comanche County - County Commissioners for the purpose of providing financial assistance for the maintenance and operation of the Comanche County Regional Juvenile Detention Center, and authorize the Mayor and City Clerk to execute the agreement.

ATTACHMENTS:

1. Juvenile Detention Agreement 2025

JUVENILE DETENTION AGREEMENT

This Agreement is made and entered into this 1st day of July 2025, by and between the City of Lawton, Oklahoma, a municipal corporation (City), and the Board of County Commissioners of Comanche County, Oklahoma (County).

WHEREAS, pursuant to the provisions of 10A O.S. Section 2-3-103, the County maintains and operates the Comanche County Regional Juvenile Detention Center (Detention Center) for the purpose of providing a secure detention facility for those qualified juveniles; and

WHEREAS, a portion of the cost of the operation and maintenance of the Detention Center is derived from payments by participating counties and grants through the Office of Juvenile Affairs. However, the receipts from these sources do not cover all of the expenses of the operation of the Detention Center; and

WHEREAS, although the Detention Center services twenty-five (25) counties by contract, and any other Oklahoma county if room is available, a majority of the juveniles detained and housed by the Detention Center originate from within the city limits of the City of Lawton, and the City agrees that it should contribute to the costs of the maintenance and operation of the Detention Center.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

SECTION 1- General Provision: The operation and maintenance of the Detention Center shall be administered by the Comanche County Juvenile Bureau (CCJB) pursuant to the applicable state statutes. The cost of the operation of the Detention

Center, in excess of the funds received from other sources, shall be shared equally by the City and County based on prior approval by the City and the County.

SECTION 2 – Expenses: In determining the amount to be paid by each of the parties for the maintenance and operation of the Detention Center, the CCJB shall prepare a proposed operational budget for the Detention Center for each succeeding fiscal year. The said budget shall be provided to the City and County prior to the first day of March of 2026, and prior to the first day of March each succeeding year during continuation of this Agreement. The budget submitted by the CCJB shall be subject to approval by the County and City. The City shall approve or disapprove its share of the budget for the Detention Center on or before June 23rd of each succeeding year. A juvenile detention fund account shall be maintained by the County for use in the operation and maintenance of the Detention Center. For the Fiscal Year 2025-2026, the City shall contribute no more than ninety-three thousand, two hundred twenty dollars and 00 cents (\$93,220.00) for the operation of the Detention Center. Provided, however that CCJB shall submit to the City's Police Chief a monthly statement for the City's share for the operation expenses for the Detention Center, said statement to be submitted to the Police Chief by the 10th of the month following the month for which services were rendered by the Detention Center. The monthly statement shall include the number of juveniles who are residents of the City detained at the Detention Center and the number of days each juvenile was detained at the Center. In addition, the County – if requested by the City – will provide an affidavit affirming the correctness of any statement / invoice it submits to the City regarding this Agreement. In the event any additional expenses arise not provided for in the budget which may require additional

contributions for the County and the City, both parties must approve and authorize the additional expenditure and agree to pay their proportionate share before the expenditure is incurred.

SECTION 3 – Term: This Agreement shall be in effect from July 1, 2025 and expire June 30, 2026. Thereafter the Agreement may be extended for successive twelve (12) month terms by agreement of the parties.

SECTION 4 – Dissolution: Upon the termination of this Agreement the CCJB shall, within thirty (30) days of notice of termination, prepare a final accounting reflecting the expenses and obligations of each of the parties up to the date of termination. Each party shall pay their proportionate share of the expenses and liabilities within thirty (30) days of being furnished a copy of the final accounting. Any disputes concerning the final accounting shall be resolved by a Judge of the District Court of Comanche County, Oklahoma. All property, real or personal being used, for or by the Detention Center, shall remain the property of the County.

SECTION 5 – Review: The City has the right, at its own costs, to audit the financial records of the CCJB within five (5) days after notice from the City's City Manager to the Director, CCJB.

SECTION 6 – Review: Citizen's Advisory Committee Representatives: The City's Mayor shall recommend two representatives to the Citizen's Advisory Committee to the Juvenile Division of the District Court of Comanche County, for appointment by the Juvenile Judge as voting members of the Citizen's Advisory Committee. The County agrees that it will affirmatively support the Mayor's recommendations.

SECTION 7 – Indemnity Clause: County agrees that it will hold harmless and indemnify the City, its officials and employees against all liabilities and claims under either federal or state law for personal injuries, death and property damages arising out of the maintenance and operation of the Detention Center.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

By: _____
Stanley Booker,
Mayor

ATTEST:

Donalynn Blazek-Scherler,
City Clerk

BOARD OF COUNTY COMMISSIONERS
OF COMANCHE COUNTY, OKLAHOMA

By: _____
Chairman

By: _____
Vice-Chairman

By: _____
Member

Approved as to form and legality this _____ day of
_____, 2025.

By: _____
Interim City Attorney

Approved as to form and legality this _____ day of
_____, 2025.

By: _____
District Attorney

ATTEST: _____
County Clerk

Approved as to form this _____ day of _____, 2025.

Item Title:

Consider approving a memorandum of understanding with the Board of County Commissioners of Comanche County, Oklahoma, authorizing the Lawton Police Department to assist with the transportation of Comanche County Regional Juvenile Detention Center residents in the event of an emergency situation that renders the detention center unable to sustain operations and necessitates the relocation of its base of operations.

Initiator: James Smith, Chief

Information Source: James Smith, Chief

Background:

The Comanche County Regional Juvenile Detention Center (CCRJDC), located within the City of Lawton, is maintained and operated by Comanche County. The City currently supports the center's operation through an existing Juvenile Detention Agreement. In anticipation of potential emergency scenarios, the Director of the CCRJDC has requested formal authorization for the Lawton Police Department to provide transportation assistance should an emergency compromise the facility's operations, requiring resident relocation.

The proposed Memorandum of Understanding (MOU) outlines that any assistance provided by the Lawton Police Department is contingent upon the City's determination that adequate resources are available and that such support will not hinder regular law enforcement duties. The MOU would take effect on July 1, 2025, and remain valid through June 30, 2026, unless terminated earlier by either party with 30 days' written notice.

Correlation to the True North Statement:**Exhibit:**

Copy of the proposed Memorandum of Understanding

Key Issues:

N/A

Funding Source:

Under normal circumstances, no additional costs are expected. In an emergency, personnel expenses would be funded through the Police Department's 50000 and 50025 accounts, while transportation fuel costs would be covered under the Equipment Maintenance 51030 account.

Staff Recommended Council Action:

Approve the proposed Memorandum of Understanding between the Board of County Commissioners of Comanche County and the City of Lawton, and authorize the Mayor and City Clerk to execute the document.

ATTACHMENTS:

1. Juvenile Detention Transportation MOU 2025

Comanche County Regional Juvenile Detention Center
City of Lawton
Memorandum of Understanding

This memorandum of understanding (MOU) is to confirm an agreement between the City of Lawton, Oklahoma, a municipal corporation (City), and the Board of County Commissioners of Comanche County, Oklahoma (County) concerning the potential need for the transportation of the residents under the care of the Comanche County Regional Juvenile Detention Center (CCRJDC) in the event an emergency situation renders the CCRJDC unable to sustain operations and necessitates its base of operations to be relocated. The MOU is for Fiscal Year 2025-2026 and shall be in effect July 1, 2025 and, unless terminated sooner, remain in effect until June 30, 2026.

As consideration in part for the continuing benefit the City receives for the services provided by the CCRJDC to the community, the City agrees, subject to the limitations, to make available resources from the Lawton Police Department to assist with the transportation of the residents under CCRJDC care in the event an emergency situation renders CCRJDC unable to sustain operations and necessitates its base of operations be relocated. In the event to such assistance is requested, any assistance rendered shall be subject to the City's determination that sufficient Lawton Police Department resources are available to assist with such transportation without detrimentally affecting the City's ability to provide law enforcement services to the community. The determination of available Lawton Police Department resources shall be the sole decision of the City.

By entering into the MOU neither party hereto waives any defenses or rights available pursuant to the Governmental Tort Claims Act at 51 O.S. S 151 et. seq, common law, statutes, or constitutions of the United States or the State of Oklahoma.

In addition to terminating at the end of the June 30, 2026, this MOU may be terminated at any time by either party without cause upon tendering in writing, notice of such termination thirty (30) days prior to the effective date of such termination.

Approved by the Council and signed by the Mayor of the City of Lawton on this

_____ day of _____, 2025.

THE CITY OF LAWTON
A Municipal Corporation,

Stanley Booker
Mayor

ATTEST:

Donalynn Blazek-Scherler
City Clerk

Approved as to form and legality on this _____ day of _____, 2025.

Interim City Attorney

Date

Assistant District Attorney

Date

Approved by the Board of County Commissioners of Comanche County, Oklahoma this
_____ day of _____, 2025.

Commissioner Chairperson

Date

Commissioner Vice-Chairman

Date

Commissioner Member

Date

ATTEST: _____
County Clerk, Carrie Tubbs

Item Title:

Consider approving the annual Children's Emergency Resource Center agreement between the City of Lawton and the Marie Detty Youth and Family Services Center, Inc. for the continued establishment and operation of a program for juvenile misdemeanor offenders.

Initiator: James Smith, Chief

Information Source: James Smith, Chief

Background:

This is an annually renewed agreement between the City of Lawton and the Marie Detty Youth and Family Services Center, Inc. The purpose of the agreement is to support the continued operation and management of the Children's Emergency Resource Center program, which provides intervention, guidance, and rehabilitative services for juvenile misdemeanor offenders within the community. The City contributes \$70,000.00 in funding to assist in maintaining these critical services that serve as an alternative to detention and promote positive behavioral outcomes for youth.

Correlation to the True North Statement:**Exhibit:**

Copy of the Agreement

Key Issues:

Should the City Council approve the renewal of this agreement to continue support for juvenile misdemeanor offender programs?

Funding Source:

General Fund

Staff Recommended Council Action:

Approve the annual Children's Emergency Resource Center agreement between the City of Lawton and the Marie Detty Youth and Family Services Center, Inc., and authorize the Mayor and City Clerk to execute the agreement.

ATTACHMENTS:

1. Marie Detty Agreement 2025

CHILDREN'S EMERGENCY RESOURCE CENTER

THIS AGREEMENT is made and entered into on this 1st day of July, 2025, by and between the City of Lawton, Oklahoma, a municipal corporation, (hereinafter "City") and the Marie Detty Youth and Family Service Center, Inc., (hereinafter "Agency").

WHEREAS, the City of Lawton has provided funding during previous fiscal years for the establishment and operation of a program and services for juvenile offenders;

WHEREAS, the City desires to continue operation of the juvenile intervention program utilizing the Agency's shelter for juveniles.

NOW THEREFORE, in consideration of the funding provided herein, and other mutual promises, obligations, covenants, terms and conditions hereinafter set forth, the parties hereby agree as follows:

I. AGENCY SCOPE OF SERVICES

A. The Agency shall, in a professional and competent manner, in accordance with State law and the guidelines and requirements hereinafter set forth and by the State of Oklahoma Office of Juvenile Affairs, continue to operate and manage an intervention program for juveniles within the City. At a minimum, the Agency will perform the following major functions to continue the program at the shelter:

1. Accept eligible youth charged with any non-detention eligible offense for which admission to a shelter is authorized under State law.
2. Offer an assessment and counseling services for each youth and his/her current family and education status to the extent permitted by State law and implementing guidelines.

3. Enter demographic information and data on the statewide Juvenile On-Line Tracking System (JOLTS) in accordance with the provisions of Section IV below.
 4. Notify the parent, guardian, or responsible adult to pick up their child.
 5. Release youth to parent, guardian, or responsible adult (with signed Promise to Appear in appropriate Court) or secure a temporary placement.
- B. The Agency shall provide all personnel, equipment, and supplies necessary and appropriate to staff and operate the intervention program 24 hours a day, 7 days a week. All personnel will be adequately trained in the handling of juvenile offenders. Qualified professionals will be available to provide assessments and individual counseling, parent-child counseling, substance abuse counseling, and psychological services.
- C. To ensure the safety of the staff and the youth, the Agency will maintain a Juvenile-to-staff ratio of not more than 8:1. Shelter staff shall maintain strict order and control of the facility.
- D. The Agency may complete an assessment of each youth to the extent permitted by State law and implementing guidelines. The assessment will include one or more of the following, as appropriate:
1. Family assessment;
 2. Educational assessment;
 3. Substance usage screening; and
 4. Mental status exam.

A more in-depth consensual assessment will be completed after intake if the initial assessment suggests this is necessary. Non-consensual assessments will not be undertaken.

- E. The Agency shall provide counseling to the youth's family on options to assist the family in accessing social or mental health services. The Agency will release the youth to his or her parent(s) or guardian, or make appropriate alternative arrangements.
- F. The following process will be implemented by the parties when juveniles are taken into custody by the police, subject to periodic review and revision as deemed necessary by the parties' representatives:

The following general procedures should occur when a Juvenile is detained.

After a Juvenile is arrested by the Lawton Police Department:

- 1. The Juvenile Bureau will be contacted by police department personnel and briefed on the events leading up to the arrest and any other relevant information concerning the Juvenile.
- 2. The Juvenile Bureau will advise the arresting officer to:
 - a. Pursuant to Okla. Stat. tit. 10A § 2-2-101, issue a citation to the Juvenile and release the Juvenile to the custody of the parent of the child, legal guardian, legal custodian, attorney, or other responsible adult, upon the written promise of such person to bring the child to the court at the time fixed if a petition is to be filed and to assume responsibility for costs for damages caused by the child if the child commits any delinquent acts after being released, regardless of whether or not a petition is to be filed.
 - b. detain and transport the Juvenile to the detention center.
 - c. transport the Juvenile to the shelter.

- d. Obtain identifying information on the Juvenile and his or her parent(s) or legal guardians, file an incident report for potential future follow-up, take no further action regarding the detention or transport of the Juvenile at this time, and,

Once at the Shelter:

1. The police officer and the Juvenile will enter the shelter at the law enforcement entrance.
2. The police officer will leave a copy of the citation.
3. The police officer can then leave the shelter and the shelter staff will assume responsibility for the Juvenile.
4. The Juvenile will then provide the necessary JOLTS information to the Youth Care Worker.
5. The shelter staff will contact the Juvenile's parent(s), legal guardian, legal custodian, attorney, or other responsible adult.
6. The parent(s), legal guardian, legal custodian, attorney, or other responsible adult will arrive at the shelter.
7. The parent(s), legal guardian, legal custodian, attorney, or other responsible adult and the Juvenile will be counseled and briefed about the Juvenile's court intake.
8. Shelter staff will recommend Individual and/or Family counseling.
9. The Juvenile will be released to the parent(s), legal guardian, legal custodian, attorney, or other responsible adult pending court intake.

II. SHELTER ADMISSIONS ELIGIBILITY

- A. Notwithstanding the provisions above concerning the procedures for when a Juvenile is arrested, an officer, in his or her own discretion, may take a Juvenile to the shelter.

- B. The shelter will be available for Juveniles taken into custody by law enforcement officers that are shelter eligible. The parent or guardian may not bring their child to the shelter for assessment services except for follow-up in connection with the child having been taken into custody and brought to the shelter by the police.
- C. Juveniles arrested within the City of Lawton for offenses authorized under State law and who are not being put into detention may be eligible to be processed through the shelter. In determining whether admission to the shelter is warranted, the arresting officer or his or her supervisor will consider the advice and/or recommendation of the Juvenile Bureau, the attitude of the Juvenile and/or parent(s)/guardian, any concerns about a lack of parental responsibility, availability of a parent or guardian, any prior criminal record of the Juvenile, if known, and the seriousness of the alleged offense.
- D. Officers can bring an unlimited number of Juveniles to the shelter, however the shelter has a maximum capacity of fourteen (14). The Agency will put forth its best efforts to process each Juvenile brought to the facility in an efficient and timely manner without sacrificing the quality of services to be provided. If an officer needs to bring a Juvenile to the shelter and the shelter is at maximum capacity, the Agency will assist officers in trying to locate an alternate placement for the Juveniles.

III. SHELTER FACILITY

In consideration of the funding provided by the City of Lawton for such purposes, the facility shall be adequately furnished, equipped, and maintained to accomplish the goals and objectives of the program and services as set forth herein. The Agency shall

be responsible for all costs of operation and upkeep of the facility, including, but not limited to, utilities, repairs, taxes or other assessments, janitorial service, and insurance.

IV. JUVENILE ONLINE TRACKING SYSTEM (JOLTS)

The Juvenile Online Tracking System (JOLTS), designed by the Office of Juvenile Affairs (OJA) and staff from Youth Services Agencies, is a statewide management information system for all children, youth, and their families served by critical programs and services administered by or contracted by OJA. Among other purposes, OJA utilizes information obtained through JOLTS to fulfill its statutory duty to provide annual reports pertaining to programs and services.

As an integral component of Oklahoma's Juvenile Justice system, the Agency shall maintain online access to JOLTS, and shall enter case-specific data into the JOLTS database concerning every client served during the contract period. Each Juvenile processed will be entered by the Agency into JOLTS. Entries will include the initial contact information, as well as any disposition or follow-up conducted with the Juvenile concerning counseling, substance abuse services, psychological services, etc., in accordance with the provisions set forth below.

- A. The Agency's entry of client specific data into JOLTS shall include the following categories of information:
 - 1. Creating client profiles in the database if one does not already exist in JOLTS.
 - 2. Adding referral information and updating demographic information.
 - 3. Adding and updating screening information.
 - 4. Adding and updating admission information.
 - 5. Adding and updating release information.
 - 6. Adding and updating disposition and follow-up information.

- B. Agency data entry on JOLTS will be monitored from time to time to ensure timeliness, accuracy, and completeness.
1. **Timeliness:** The Agency shall perform the above data entries in JOLTS within twenty-four (24) hours from time of admission or release of the Juvenile from shelter services.
 2. **Accuracy:** JOLTS data entered by the Agency shall concur with the Agency's files regarding a Juvenile's demographic information, referral dates, service dates, and hours and minutes of services.
 3. **Completeness:** JOLTS data entered by the Agency shall consist of a complete log of all clients served by all programs and services described by this contract. Entered data will also concur with Agency case files regarding all clients served by all programs and services during the contract.
- C. Any issues preventing data entry into JOLTS or with accessing the online system shall be immediately reported by the Agency to the appropriate Information Technology personnel in order to expedite the resolution of the issue(s) as soon as reasonably possible.

V. **FUNDING**

- A. In consideration of the development, operation, and management of the program and services set forth in the Agreement, the City shall provide to the Agency funding in the amount of seventy thousand dollars (\$70,000.00), and in-kind legal services, from its own resources.
- B. Payment of the funds will be made in accordance with the written authorization by the City on a monthly basis or upon receipt of properly completed invoices. Billing shall be submitted in the format and in

accordance with the procedures prescribed by the City. By law, the City cannot pay in advance of receipt of services.

- C. In the event that any cost items claimed by the Agency and paid by the City are subsequently disallowed by the City as an allowable cost item of the contract, the Agency shall repay, on demand, the amount of any such disallowed item(s). The Agency maintains the right to seek to establish the allowability of any such item, however the City shall make the ultimate determination as to any disputed items. At the discretion of the City, such amounts may be deducted from subsequent payments to be made to the Agency. Any amounts so deducted shall not be a basis for sacrificing the quality or quantity of services that would have otherwise been provided had the amount(s) not been deducted. The Agency shall use its own financial resources to offset any deducted amounts.
- D. Due to possible future reductions in City appropriations, the City cannot guarantee the continued availability of funding for this contract, notwithstanding the considerations stated above. In the event funds provided by the City to finance this contract become unavailable either in full or in part due to such reductions in appropriations, the City may terminate the contract or reduce the amount of funding upon thirty (30) days' written notice to the Agency. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The City shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction in funding shall be specified in the notice as the date of service of said notice or the actual effective date of the funding reduction, whichever is later, provided that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in funding, the Agency may cancel this contract as of the effective date of the proposed reduction upon the provision of thirty (30) days' written notice to the City.

- E. Under this Contract, the City has the authority to suspend payments to Agency in the event the Agency has not met its contractual obligations for submission of reports, schedules, audits, or other documentation required by a prior year's contract. Such suspension of payments to the Agency shall continue until such required documents are received by the City.

VI. BOOK AND RECORD KEEPING AND AUDIT REQUIREMENTS

- A. The Agency shall maintain sufficient books, records, ledgers and documentation for the purpose of inspection, monitoring, auditing, and evaluating expenditures. Financial records will accurately account for the revenues and related expenditures per approved budget by the City and by service type using accepted accounting procedures. In addition, the financial records should reflect the total income and expenditures of the Agency from all sources. The Agency shall make such books, records, ledgers, and documentation records accessible at reasonable times to representatives of the City for inspection, audit, and certification as City deems necessary. Fiscal and program records shall be maintained during the term of this contract and for a period of seven (7) years following the expiration or early termination of this contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year time period, the records shall be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year period, whichever is later.
- B. The City, through any authorized representative, has the authority, at reasonable times, to inspect, investigate, or otherwise evaluate the services performed under this Contract and financial transactions related thereto. Such inspections, investigations, or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation, or evaluation is conducted by the City, Agency shall provide all reasonable assistance necessary. All inspections, investigations, or

evaluations shall be performed in such manner as will not unduly interfere with the Agency's performance of the services. The City shall have access to and the authority to examine and copy all records related to this Contract and the services to be provided under it at any time during the period such records are required to be maintained or retained by Agency. The City will not impose an unreasonable administrative burden on Agency. Agency shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.

An audit of the Agency's financial records shall be performed by a certified public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Audit Standards. The City retains the authority to examine the work papers of said auditor.

The Agency shall submit two copies of the annual Audit Report to the City, with a copy, if applicable, of the management letter to all audit findings within one hundred and twenty (120) days of the Agency's fiscal year end. Agency shall submit a copy of the Corrective Action Plan to all audit findings within sixty (60) days. In the event the Agency is unable to provide the Audit Report within the time specified, the Agency shall submit a written request to the City for an extension citing the reason for the delay.

VII. COMPLIANCE WITH LAWS RULES AND REGULATIONS

- A. The Agency shall be subject to all applicable City, State, and Federal laws, rules and regulations, and all amendments thereto. The Agency agrees to devote special attention to its responsibilities under State Statutes and implementing regulations. Observance and compliance with the

requirements thereof shall be the responsibility of the Agency without reliance on or direction from the City.

- B. The Agency certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, 41 U.S.C. § 701 et seq.

The Agency must maintain a policy for testing employees and job applicants for the use of alcohol and illegal drugs, in accordance with State Statutes and Regulations.

- C. The Agency shall be an Equal Opportunity Employer and in compliance with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, as amended.
- D. The Agency agrees to meet mandatory standards and policies relating to energy efficiency in compliance with the Energy Policy and Conservation Act.
- E. The Agency shall maintain and operate the shelter in compliance with the Americans with Disabilities Act of 1990 and all amendments and requirements imposed by the regulations issued pursuant to that Act.
- F. The Agency shall comply with requirements pertaining to the protection, use and release of personal information and applicable State laws found in Title 10A of the Oklahoma Statutes, Section 2-6-101 *et seq.* The Agency will hold confidential all personal information regarding individuals, including lists of names, addresses, photographs, evaluations, and all other records of the individual.
- G. The Agency shall at all times comply with (and will require any subcontractors to comply with) any applicable statutorily imposed nondiscrimination requirements. Agency further agrees to comply with applicable terms of the specific following statutes, regulations, and executive orders:

1. Omnibus Crime Control and Safe Streets Act of 1968 (OCCSSA), Pub.L. 90-351, June 19, 1968, 82 Stat. 197;
2. The Victims of Crime Act of 1984, Pub.L. 98-476, Title II, ch. XIV, Oct. 12, 1984, 98 Stat. 2170;
3. The Juvenile Justice and Delinquency Prevention Act of 2002, Pub.L. 107-273, Div. C, Title II, Subtitle B SS 12201 to 12223, Nov. 2, 116 Stat. 1869;
4. The Civil Rights Act of 1964, Pub.L. 88-352, July 2, 1964, 78 Stat. 241 ;
5. The Rehabilitation Act of 1973, Pub.L. 93-112, sept. 26, 1973, 87 Stat. 355;
6. The Americans with Disabilities Act of 1990, Pub.L. 101-336, July 26, 1990, 104 Stat. 327;
7. The Education Amendments of 1972, Pub.L. 92-318, June 23, 1972, 86 Stat. 235;
8. The Age Discrimination Act of 1975, Pub.L. 94-135, Title III, Nov. 28, 1975, 89 Stat. 728; and
9. Equal Treatment Regulation 28 C.F.R. Part 38; see Executive Order 13279 (equal protection of the laws for faith-based and community organizations).

The Agency agrees that in the event a federal or state court or administrative agency makes a finding of discrimination on the basis of race, color,

religion, national origin, or sex (after a due process hearing) against the Agency or a subcontractor, the Agency will forward a copy of the finding to the City and to OJA to be forwarded to the United States Department of Justice.

The Agency also agrees to immediately notify the OJA Advocate General of any and all civil rights complaint(s) by persons receiving services, whether pursuant to the foregoing statutes and regulations, or pursuant to applicable state laws; and further, the Agency agrees to fully cooperate with any investigation, request for information, legal proceeding, or other such matters related to such complaint(s).

- H. The Agency, its agents, vendors, officers, and employees, acknowledges that it may have, or may obtain, access to confidential protected health information, including, but not limited to individually identifiable health information. Agency may use the protected health information solely to perform its duties and responsibilities under the Agreement. Agency shall comply with all applicable laws and regulations specifically including, but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub.L. 104-191, Aug. 21, 1996, 110 Stat. 1936, as it may be amended.
- I. The Agency certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at <https://www.e-verify.gov/>.

VIII. INDEPENDENT CONTRACTOR STATUS

The Agency shall furnish the community-based services according to the terms of this Agreement as an independent contractor. The Agency agrees to conduct itself in a manner consistent with such status and further agrees that the Agency, its officials,

agents and employees will neither hold themselves out as, or claim to be, an official, agent or employee of the City by reason of this agreement, and that it will not by reason of this agreement make any claim, demand or application for any benefit, right or privilege afforded to an official, agent or employee of the City, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security benefits, or retirement membership or credit.

IX. INDEMNIFICATION

- A. The Agency shall forever defend, indemnify, and hold harmless the City, their officials, agents, and employees, from and against all losses, liabilities, damages, injuries, claims, actions, demands, costs, and expenses of every kind and nature, including legal fees, arising out of, resulting from or in any way connected with, the Agency's performance under this Agreement, or arising out of, resulting from, or in any way connected with, an act(s) or omission(s) of the Agency, its officials, agents, and employees.

X. INSURANCE

The Agency shall pay for and maintain throughout the entire time this Agreement is in effect a policy of public liability insurance that covers the operation of the facility. Such policy shall provide aggregate coverage in the minimum amount of One Million Dollars (\$1,000,000.00). The Agency shall also obtain, at its own expense, property and casualty insurance in an amount adequate to provide replacement cost coverage for the facility and its contents. The Agency shall provide copies of the insurance policies to the City upon execution of the contract. The insurance policies must name the City of Lawton as additional insured and must contain provisions that the insurance carrier must notify the City of Lawton in writing at least thirty (30) days prior to cancellation or lapse of the insurance policy.

XI. TERMINATION OF AGREEMENT

- A. In the event the Agency fails to meet the terms and conditions of this agreement or fails to provide services in accordance with the agreement, the City may, upon written notice of default to the Agency, immediately terminate the Agreement. Such termination shall not be an exclusive remedy, but shall be in addition to any other rights and remedies as provided by law.
- B. Either party may terminate the Agreement by giving the other party thirty (30) days' written notice of the termination.

XII. TERM OF AGREEMENT

The term of this Agreement shall commence on the 1st day of July 2025, and end on the 30th day of June 2026. Funding to be provided by the City under the terms herein will be paid from the current fiscal year's appropriations designated for such purpose.

XIII. AMENDMENT OF AGREEMENT

Any modification or amendment(s) to this Agreement must be in writing and agreed to by both parties.

XIV. DISPOSITION OF PERSONAL PROPERTY

Any equipment or other personal property purchased with the funds provided under the terms of this agreement shall be the property of the City, in proportionate shares, and shall be held, maintained, and insured by the Agency for the benefit of the City. Upon termination, for whatever reason, the City may demand the return of such equipment and property at the Agency's sole cost and expense. The Agency shall not relocate or substantially alter such equipment or property without prior notice to and approval of the City. Failure to return the equipment or its cost equivalent shall cause the City to withhold final payments due Agency for services provided under this contract.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their appropriate officials on the _____ day of _____, 2025.

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

BY: _____
STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

MARIE DETTY YOUTH AND FAMILY
SERVICE CENTER, INC.

BY: _____
KERRIE MATHEWS,
EXECUTIVE DIRECTOR

ATTEST:

DWIGHT SHEGOG,
YOUTH SERVICES COORDINATOR

APPROVED as to form and legality this _____ day of _____, 2025.

INTERIM CITY ATTORNEY

Item Title:

Consider approving the Mutual Aid Agreement (MAA) between Sheppard Air Force Base and the City of Lawton Fire Department for the benefit of fire protection as defined in the agreement.

Initiator: Jared Williams, Operations - Chief

Information Source: Jared Williams, Operations - Chief

Background:

The agreement is a renewal of a current mutual aid agreement. This agreement outlines mutual aid services between Sheppard Air Force Base and the City of Lawton Fire Department.

Correlation to the True North Statement:

Safe Community- We will be relentless in our efforts to provide a safe environment for our citizens to thrive.

Exhibit:

MAA

Key Issues:

N/A

Funding Source:

N/A

Staff Recommended Council Action:

Approve an agreement with Sheppard Air Force Base and the City of Lawton Fire Department providing fire protection as detailed and authorize the Mayor to execute the agreement.

ATTACHMENTS:

1. Mutual Aid Agreement 2025 Lawton

AGREEMENT FOR MUTUAL AID IN FIRE AND EMERGENCY SERVICES (US)
BETWEEN
SHEPPARD AIR FORCE BASE
AND
LAWTON FIRE DEPARTMENT

This Mutual Aid Agreement (the “Agreement”), is made and entered into this 29th day of April 2025, between the Secretary of the Air Force (the “Air Force”) acting by and through the Commander, Sheppard Air Force Base, pursuant to the authority of 42 U.S.C. § 1856a and the Lawton Fire Department. Together the Air Force and Lawton Fire Department are hereinafter referred to as the “Parties”.

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term ‘fire protection’ includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance* and DAFI 32-2001, *F&ES Program*.

b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.

c. On request to a representative of the Sheppard Air Force Base fire department by a representative of the Lawton Fire Department, fire protection equipment and personnel of the Sheppard Air Force Base fire department will be dispatched to any point within the area for which the Lawton Fire Department normally provides fire protection services as designated by the representatives of the Lawton Fire Department.

d. On request to a representative of the Lawton Fire Department by a representative of the Sheppard AFB Fire Department fire department, fire protection equipment and personnel of the

Lawton Fire Department will be dispatched to any point within the jurisdiction of the Sheppard AFB Fire Department as designated by the representative of the Sheppard Air Force Base fire department.

e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

(1) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched and will be subject to the orders of that official.

(3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

(4) Sharing of non-encrypted Radio Frequencies/INTEROPERABILITY capability between agencies specifically during Mutual Aids for accountability of personnel and assets, including sharing of valuable information between Incident Command and firefighters.

(5). HAZMAT incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained HAZMAT will be the responsibility of the requesting organization.

(6) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Lawton Fire Department normally provides fire protection services, the chief of the Sheppard Air Force Base fire department or his or her representative may assume full command on arrival at the scene of the crash.

(7) Regardless of local agencies assigning an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for Sheppard AFB to observe Air Force support and operations at an incident. Local agencies are encouraged to assign a safety officer to observe the agencies support and operations at an incident on the installation.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance.

(1) Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations

issued there under (44 Code of Federal Regulations Part 151), Lawton Fire Department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local law each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance.

(2) Furthermore, Lawton Fire Department agrees to indemnify and hold harmless the United States from any liability that may arise from the use of firefighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the Lawton Fire Department, which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, state, or local laws. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect Lawton Fire Department obligation under this paragraph to indemnify and hold harmless the United States from any liability that may arise from the use of firefighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the Lawton Fire Department, which obligation shall survive such termination.

g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off Installations IAW *National Fire Protection Association Standard 1561*.

h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.

i. All equipment used by Lawton Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for Lawton Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member of Lawton Fire Department.

j. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

l. Disputes.

Parties to Negotiate. If a dispute should arise, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

m. Alternative Dispute Resolution.

1. If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution procedures involving nonbinding mediation of the dispute by a neutral third party. The alternative dispute resolution procedures employed shall include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.

2. By entering into this Agreement, the Parties have voluntarily adopted alternative dispute resolution procedures IAW 5 United States Code. § 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into consideration the factors enumerated at 5 United States Code. § 572(b). A Party rejecting alternative dispute resolution as inappropriate shall document its reasons in writing and deliver them to the other Party. The Parties shall enter into a master written alternative dispute resolution Agreement governing alternative dispute resolution proceedings that may be amended as needed to fit individual proceedings. (A template of an acceptable alternative dispute resolution agreement may be found at www.adr.af.mil).

3. The Government's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment. The Lawton Fire Department obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment.

n. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally-recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:
Sheppard Air Force Base
c/o Commander
419 Avenue G, Suite 1
Sheppard AFB TX 76311-5319

And:

Department of the Air Force
Air Force Civil Engineer Center/CXF
139 Barnes Dr, Suite 1
Tyndall AFB FL 32403-5319

And:

Sheppard Air Force Base
c/o Installation Fire Chief
1024 Avenue K
Sheppard AFB, TX, 76311

For Lawton Fire Department:

Lawton Fire Department
attention to Fire Chief
623 SW D AVE
Lawton, OK, 73501

TERMS OF THE AGREEMENT

o. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for five years from that date (the "Term"). The Parties to this agreement shall conduct an annual review for currency to respective regulatory and policy guidance and shall acknowledge review by cover letter signature from both Parties' senior fire officers. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party at 180 days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

p. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

q. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

r. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

FIRE DEPARTMENT
For Lawton Fire Department

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

STAN BOOKER
Mayor

PAUL G. FILCEK
Brigadier General, USAF
Installation Commander

Date: _____

Date: **29 APR 2025** _____

Item Title:

Consider awarding a construction contract to Sewell Bros., Inc. on Project EN2204-Bridges & Approaches, SW 11th St over Wolf Creek & Wolf Creek Overflow in the amount of \$2,603,588.47.

Initiator: Michael Jones, Engineering Director/ ADA Coordinator

Information Source: Michael Jones, Engineering Director/ ADA Coordinator

Background:

Project EN2204 -SW 11th St Bridge over Wolf Creek & Overflow requires demolition and reconstruction of existing bridges and performing other work as shown on plans. The construction time of the project is specified as 240 calendar days.

Council approved plans and specifications and authorized to bid the project at the 04/08/2025 Council meeting. Subsequently, bid opening was held on May 7th, 2025. A total of five (5) bids were received for City of Lawton project EN2204-Bridges & Approaches, SW 11th St over Wold Creek & Wolf Creek Overflow in the amount of \$2,603,588.47.

CONTRACTOR:**TOTAL****BID AMOUNT:**

Sewell Bros, Inc.

\$2,603,588.47

Haskell Lemon Group, LLC

\$3,073,000.00

Frontier Bridge, Inc.

\$3,076,151.21

K&R Builders, Inc.

\$3,076,703.46

Wyatt Contracting

\$3,168,180.82

Engineer's Estimate

\$4,653,134.90

Correlation to the True North Statement:**Exhibit:**

Contract Document with Sewell Bros, Inc. & Design Engineer's Letter of Recommendation

Key Issues:

N/A

Funding Source:

Ad Valorem Funds GoBond24 (Project B #1, 4050000-54025 \$6,290,762.36 - \$2,603,588.47,=
\$3,687,173.89)

Staff Recommended Council Action:

Award a construction contract to Sewell Bors., Inc on Project EN2204-Bridges & Approaches, SW 11th St over Wolf Creek & Wolf Creek Overflow, in the amount of \$2,603,588.47.

ATTACHMENTS:

1. city of lawton-revised contract05192025

CONTRACT

THIS CONTRACT made and entered into this 27th day of May, 2025, by and between CITY OF LAWTON, Oklahoma, a Municipal Corporation, acting by and through the Mayor and City Council, party of the first part, hereinafter referred to as "CITY", and Sewell Bros. Inc., party of the second part, hereinafter referred to as "CONTRACTOR".

WHEREAS, the CITY has caused to be prepared in accordance with law, certain Contract Documents and Technical Specifications (including Plans) for the work hereinafter described, and has caused a Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for

BRIDGE AND APPROACHES
SW 11TH STREET OVER WOLF CREEK & OVERFLOW
PROJECT NO. EN2204

and

WHEREAS, the Contractor in response to said Solicitation for Bids submitted to the CITY in the manner and at the time specified a sealed proposal in accordance with the terms and provisions of said Contract Documents and Technical Specifications, Plans and Addenda(s) associated with this project; and

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed all the proposals submitted and has determined and declared the above named Contractor to be the best responsive bidder on the above described project; and

WHEREAS, the City, has duly awarded this Contract to said Contractor for the sum specified in the Contractor's proposal, to wit:

2603,588.47 Dollars (\$). Said proposal of Sewell Bros. Inc. is incorporated by reference into this contract.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

1. The Contractor shall, in a good and first-class workmanlike manner, at his own cost and expense, furnish all labor and materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract, the Contract Documents and Technical Specifications and all applicable Plans and Addenda, all of which are on file in the office of the City Engineer, City Hall, Lawton, OK, 73501, and hereby incorporated by reference and made a part of this Contract as if the same were each herein set out at length.

2. The CITY will make progress payments to the Contractor no more than once per month upon request of the Contractor.

Such payment will be made on the basis of an agreed estimate of work performed since the previous pay request, provided that the Contractor and the City Engineer shall have previously come to an agreement as to the amount of the request prior to submission.

The City shall retain five percent (5%) of the amount of each estimate until the project is complete. This retainage shall not be released until final acceptance of project by the City Council.

Each monthly estimate for payment must contain or have attached an affidavit for payment, as set forth in the Contract Documents and Technical Specifications.

On completion of the work, but prior to the acceptance by the CITY, it shall be the duty of the City Engineer, or his authorized designee, to determine that said work has been completed and fully performed in accordance with said Contract Documents and Technical Specifications and all applicable Plans and Addenda; and upon making such determination said official shall make his final certificate to the CITY.

The Contractor hereby agrees to commence work under this Contract on a date to be specified in a written "Work Order" of the CITY and to fully complete the project within **Two Hundred Forty (240) consecutive calendar days**. The Contractor further agrees to pay as liquidated damages, the sum of **Two Thousand Dollars and 00/100 (\$2,000.00) for each consecutive calendar day** thereafter as provided in Paragraph 18 of the General Conditions section of the Contact Documents and Technical Specifications.

The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit constituting the Contractor's Release to City as set forth in the Contract Documents and Technical Specifications; thereupon, the final estimate (including any retained amounts) will be approved and paid.

3. Discrimination. The Contractor agrees in connection with the performance of work under this contract as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, disability, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, (including apprenticeship.) The Contractor and subcontractor shall agree to post in a conspicuous place available to employees and applicants for employment, notice to be provided by the City Clerk of the City of Lawton setting forth provisions of this section.

b. The Contractor agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Contract.

c. In the event of the Contractor's non-compliance with the above non-discrimination clause, this Contract may be terminated by the CITY. The Contractor may also be declared by the CITY to be ineligible for future contracts with the CITY until satisfactory proof of intent to comply shall be made by the Contractor.

4. Use of Subcontractors. The Contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. At the request of the CITY, the Contractor shall furnish evidence of compliance with this requirement of minority solicitation. The Contractor further agrees to consider the grant of subcontracts to minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses.

5. Entire Contract. This Contract and all the documents incorporated by reference contain the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not set forth in writing hereto or attached. This Contract includes the following items: this Contract, the Contract Documents and Technical Specifications, all applicable Plans and Addenda and the Contractor's Proposal.

6. Modification and Termination. This Contract cannot be modified or terminated except in writing signed by both parties or as otherwise provided herein.

7. Assignment. This Contract shall not be assigned without the written consent of the CITY.

8. Bankruptcy. If the Contractor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the Contractor, or if a receiver is appointed for the Contractor, the CITY shall have the right to terminate this Contract upon written notice to the Contractor without prejudice to any claim for damages or any other right of the CITY under this Contract to the time of such termination.

9. Variables in Cost. The parties hereto assume and understand that the variables in Contractor's cost of performance may fluctuate; consequently, the parties hereto agree that any fluctuations in Contractor's costs will in no way alter the Contractor's obligations under this Contract nor excuse performance or delay on his part.

10. Venue. This Contract shall be governed by the laws of the State of Oklahoma.

11. This Contract requires proper signature and acceptance by the Contractor and approval by the Lawton City Council before it becomes effective.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three (3) originals, the day and year first above written.

(FOR CORPORATIONS ONLY)

Sewell Bros. Inc.
Name of Corporation
By Gary Sewell
Title President Gary Sewell Pres.

ATTEST:

[Signature]
Title Sec 1 Treas
(AFFIX SEAL)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Name of Partnership or Proprietorship
By _____
Title _____

COUNTY OF COMANCHE }
STATE OF OKLAHOMA }

Before me the undersigned, a Notary Public in and for said state, on this _____ day of _____, 2025, personally appeared _____, a member of the partnership/proprietorship _____ to me known to be the identical person who executed the within and foregoing instrument on behalf of said partnership/proprietorship and acknowledged to me that _____ (he/she) executed the same as _____ (his/her) free and voluntary act and deed, and for the free and voluntary act and deed of said partnership/proprietorship, for the uses and purposes therein set forth.

Notary Public

My Commission Expires _____

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

Stan Booker, MAYOR

ATTEST:

Donalynn Blazek-Scherler, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2025.

Tim Wilson, INTERIM CITY ATTORNEY

I, Rebecca Johnson, Finance Director of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount for this encumbrance against appropriate Account No. ____ for _____ (\$ _____), and after charging account title **BRIDGE AND APPROACHES SW 11TH STREET OVER WOLF CREEK & OVERFLOW PROJECT NO. EN2204** with this encumbrance there is an unencumbered balance in said account of \$ _____.

Dated this _____ day of _____, 2025.

Rebecca Johnson, FINANCE DIRECTOR



SEWEBRO-01

AFRIZZELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114		CONTACT NAME: PHONE (A/C, No, Ext): (405) 418-8600 E-MAIL ADDRESS: richcartmill@rcins.com		FAX (A/C, No): (405) 418-8641														
INSURED Sewell Bros Inc PO Box 95366 Oklahoma City, OK 73143-5366		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Transportation Ins Co</td><td>20494</td></tr><tr><td>INSURER B: Valley Forge Ins Co</td><td>20508</td></tr><tr><td>INSURER C: GREAT AMERICAN INS CO</td><td>16691</td></tr><tr><td>INSURER D: COMPSOURCE MUTUAL INS CO</td><td>36188</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>			INSURER	NAIC #	INSURER A: Transportation Ins Co	20494	INSURER B: Valley Forge Ins Co	20508	INSURER C: GREAT AMERICAN INS CO	16691	INSURER D: COMPSOURCE MUTUAL INS CO	36188	INSURER E:		INSURER F:	
INSURER	NAIC #																	
INSURER A: Transportation Ins Co	20494																	
INSURER B: Valley Forge Ins Co	20508																	
INSURER C: GREAT AMERICAN INS CO	16691																	
INSURER D: COMPSOURCE MUTUAL INS CO	36188																	
INSURER E:																		
INSURER F:																		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☒ LOC OTHER:			2092366698	7/1/2024	7/1/2025	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 15,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000
EACH OCCURRENCE	\$ 1,000,000																		
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																		
MED EXP (Any one person)	\$ 15,000																		
PERSONAL & ADV INJURY	\$ 1,000,000																		
GENERAL AGGREGATE	\$ 2,000,000																		
PRODUCTS - COMP/OP AGG	\$ 2,000,000																		
B	☒ AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			2092366703	7/1/2024	7/1/2025	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																		
BODILY INJURY (Per person)	\$																		
BODILY INJURY (Per accident)	\$																		
PROPERTY DAMAGE (Per accident)	\$																		
C	☒ UMBRELLA LIAB EXCESS LIAB DED ☒ RETENTION \$ 10,000	☒ OCCUR CLAIMS-MADE		TUU345314204	7/1/2024	7/1/2025	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 3,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td>Prod Comp Ops</td><td>\$ 3,000,000</td></tr></table>	EACH OCCURRENCE	\$ 3,000,000	AGGREGATE	\$ 3,000,000	Prod Comp Ops	\$ 3,000,000						
EACH OCCURRENCE	\$ 3,000,000																		
AGGREGATE	\$ 3,000,000																		
Prod Comp Ops	\$ 3,000,000																		
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N	N/A	01724226241	7/1/2024	7/1/2025	<table border="1"><tr><td>☒ PER STATUTE ☐ OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000				
☒ PER STATUTE ☐ OTHER																			
E.L. EACH ACCIDENT	\$ 1,000,000																		
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																		
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Bridge & Approaches, SW 11th St over Wolf Creek & Wolf Creek Overflow

CERTIFICATE HOLDER

CANCELLATION

City of Lawton
212 SW 9th Street
Lawton, OK 73501

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

Sewell Bros., Inc. P.O. Box 95366, Oklahoma City, OK 73143 as Principal, and
(full name and address)

Fidelity and Deposit Company of Maryland 1299 Zurich Way, Schaumburg, IL 60196 as Surety, a
(full name and address)

corporation organized under the laws of the State of Illinois, and
authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto
the CITY OF LAWTON, as OWNER, in the penal sum

of Two Million Six Hundred Three Thousand Five Hundred Eighty Eight & 47/100 DOLLARS
(\$ 2,603,588.47) for the payment of which, well and truly to be made, we hereby jointly and
severally bind ourselves, our heirs, executors, administrators, trustees, successors, and assigns,
firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written
contract with the CITY OF LAWTON, OKLAHOMA, dated on the _____ day of
_____, 2025, for

BRIDGE AND APPROACHES
SW 11TH STREET OVER WOLF CREEK & OVERFLOW
PROJECT NO. EN2204

all in compliance with the plans and specifications therefore, made a part of said Contract and on
file in the Office of the City Clerk, City of Lawton, City Hall, 212 SW 9th St, Lawton, Oklahoma
73501.

NOW, THEREFORE, if said Principal shall

- (1) in all particulars, well, truly and faithfully perform and abide by said
Contract, each and every covenant, and part thereof and shall fulfill all obligations
resting upon said Principal by the terms of said Contract and said specifications;
and
- (2) if said Principal shall promptly pay, or cause to be paid, all labor, materials
and/or repairs and all bills for labor performed on said work, whether by
subcontract or otherwise.

then this obligation shall be null and void. **Otherwise** said obligation shall be and remain in full
force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in
said Contract and no deviations from the plan or mode or procedure herein fixed shall have the
effect of releasing the sureties, or any of them, from the obligation of this bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year above written.

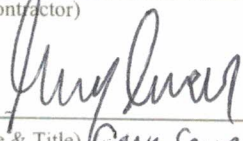
Dated this 19th day of May, 2025.

Principal:

Surety:

Sewell Bros., Inc.
(Name of Contractor)

Fidelity and Deposit Company of Maryland

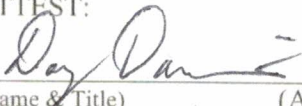
By: 
(Name & Title) Gary Sewell - President

By: 
Attorney-in-Fact (Affix Seal)
Deborah L. Raper



(FOR CORPORATIONS ONLY)

ATTEST:


(Name & Title) (Affix Seal)
Doug Daniels Sec 1 Treas

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this _____ day of _____, 2025

Notary: _____ My commission expires: _____

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS that

Sewell Bros., Inc. P.O. Box 95366, Oklahoma City, OK 73143 as Principal, and
(full name and address)

Fidelity and Deposit Company of Maryland 1299 Zurich Way, Schaumburg, IL 60196 as Surety, a
(full name and address)

corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF LAWTON, as OWNER, in the penal sum of

Two Million Six Hundred Three Thousand Five Hundred Eighty Eight & 47/100 DOLLARS
(\$ 2,603,588.47) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written Contract with the CITY OF LAWTON, OKLAHOMA, dated on the _____ day of _____, 2025, for

BRIDGE AND APPROACHES **SW 11TH STREET OVER WOLF CREEK & OVERFLOW** **PROJECT NO. EN2204**

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the Office of the City Clerk, City Hall, 212 SW 9th St, Lawton, Oklahoma 73501.

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who perform work in the performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said Contract within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid. It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the year and day first above written.

Dated this 19th day of May, 2025.

Principal:

Sewell Bros., Inc.
(Name of Contractor)

By: X

(Name & Title)

Gay Sewell
President

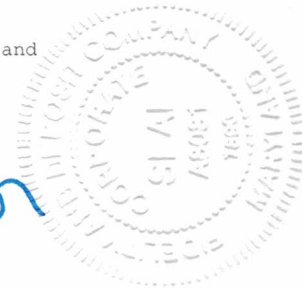
Surety:

Fidelity and Deposit Company of Maryland

By:

Deborah L. Raper
Attorney-in-Fact
Deborah L. Raper

(Affix Seal)



(FOR CORPORATIONS ONLY)

ATTEST:

(Name & Title)

(Affix Seal)

Doug Daniel
Sec 1 Treas

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this _____ day of _____, 2025

Notary: _____ My commission expires: _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

Sewell Bros., Inc. P.O. Box 95366, Oklahoma City, OK 73143 as Principal, and
(full name and address)

Fidelity and Deposit Company of Maryland 1299 Zurich Way, Schaumburg, IL 60196 as Surety, a
(full name and address)

corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF LAWTON, as OWNER, in the penal sum of

Two Million Six Hundred Three Thousand Five Hundred Eighty Eight & 47/100 DOLLARS
(\$ 2,603,588.47) in lawful money of the United States of America, said sum being equal to One Hundred Percent (100%) of the Contract price, for two (2) years after completion and acceptance of the project, payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with the CITY OF LAWTON, OKLAHOMA, dated on the _____ day of _____, 2025, for

BRIDGE AND APPROACHES
SW 11TH STREET OVER WOLF CREEK & OVERFLOW
PROJECT NO. EN2204

all in compliance with the plans and specifications therefore, made a part of this contract and file in the Office of the City Clerk of the City of Lawton, City Hall, 212 SW 9th St, Lawton, Oklahoma, 73501.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the CITY OF LAWTON, OKLAHOMA all damage, loss and expense which may result by reason of defective materials and/or workmanship in connection with said work for a period of TWO (2) years, from and after acceptance of said project by the CITY OF LAWTON and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if Principal shall save and hold the CITY OF LAWTON harmless from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of the bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the surety

has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Dated this 19th day of May, 2025.

Principal:

Sewell Bros., Inc.
(Name of Contractor)

By: X

Gary Sewell - President
(Name & Title)

Surety:

Fidelity and Deposit Company of Maryland

By: Deborah L. Raper

Attorney-in-Fact
Deborah L. Raper

(Affix Seal)

(FOR CORPORATIONS ONLY)

ATTEST:

Dany Daniels
(Name & Title)

(Affix Seal)

Dany Daniels Sec. Treas

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this _____ day of _____, 2025

Notary: _____ My commission expires: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint to Clayton HOWELL, Vicki WILSON, Austin K. GREENHAW, J. Kelly DEER, Shelli R. SAMSEL, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Vaughn P. GRAHAM, JR., Stephen M. POLEMAN, Deborah L. RAPER, Dwight A. PILGRIM, Gary LILES, Randy D. WEBB, Bobby Joe YOUNG, Aaron WOOLSEY, Carey L. KENNEMER, Kristin LEWIS, Joshua BRYAN, Becky KILLMAN of Tulsa, Oklahoma, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 04th day of January, A.D. 2024.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

A handwritten signature in black ink, appearing to read 'Robert D. Murray', is written over a horizontal line.

By: *Robert D. Murray*
Vice President

A handwritten signature in black ink, appearing to read 'Dawn E. Brown', is written over a horizontal line.

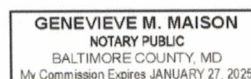
By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 04th day of January, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, _____.



Thomas O. McClellan

Thomas O. McClellan

Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclclaims@zurichna.com

800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



Item Title:

Award contract CL25-024 Sulfuric Acid, a chemical used in water treatment for potable use, to the lowest responsive bidder, Gasochem International of Houston, Texas, as the primary vendor, and Univar Solutions of Dover, Florida, as the secondary vendor.

Initiator: Willie Whisenhunt, Director

Information Source: Colbie Garrett, Buyer

Background:

The City of Lawton solicited bids for Contract CL25-024 for Sulfuric Acid, a chemical essential for treating drinking water at the City's water treatment plants. Bid invitations were advertised via newspaper, the City's website, Bidnet Direct, and email notifications to 20 vendors. Four responsive bids were received. After review, the Department recommends awarding the contract to:

- **Gasochem International of Houston, Texas** as the primary vendor, being the lowest responsive and responsible bidder that meets all specifications.
- **Univar Solutions of Dover, Florida** as the secondary vendor, being the second-lowest responsive bidder that meets all specifications.

Correlation to the True North Statement:

Sulfuric acid is a critical component in water treatment processes, ensuring the safe production of drinking water for residents. Awarding the contract to both a primary and secondary vendor ensures a reliable supply chain and minimizes the risk of service disruptions. This proactive approach reflects the City's dedication to maintaining efficient operations.

Exhibit:

Department Recommendation, Abstract of Bids, Proposed Contract

Key Issues:

Does the City of Lawton wish to award Contract CL25-024 for Sulfuric Acid to Gasochem International (primary) and Univar Solutions (secondary)?

Funding Source:

Medicine Park Water Treatment Chemical Account (7006509-51015) and Southeast Water Treatment Chemical Account (7006510-51015).

Staff Recommended Council Action:

Award Contract CL25-024 for Sulfuric Acid to Gasochem International as the primary vendor and Univar Solutions as the secondary vendor.

ATTACHMENTS:

1. Abstract

2. CL25-024 Sulfuric Acid Dept. Recommendation
3. CL25-024 Proposed Contract - 2 Vendors

I CERTIFY that I have opened, read, and recorded herein all bids received and listed below:

Signature: *Colbie Garrett*

ABSTRACT OF BIDS

CL/RFP Number CL25-024				Page1 of 1		Bidder Number 1		Bidder Number 2		Bidder Number 3		Bidder Number 4	
CL/RFP Title Sulfuric Acid				Date Opened: May 7, 2025		Brenntag Southwest, Inc. Gayle Tullier 704 E. Wintergreen Rd. Lancaster, TX 75134 (972) 218-3500 Gayle.tullier@brenntag.com		Gasochem International LLC Charu Jain 9509 Pemberton Crescent Dr Houston, TX 77025 713-837-6116 Charu@Gasochem.com		Univar Roise Holiday 12720 E US Hwy 92 C427 Dover, FL 33527 206-653-5075 Roise.Holidayhenry@univarsolutions.com		Siren Consulting, LLC Annika Rustard 752 E Ave. Cornado CA 92118 972-740-7998 Annikasmith4@gmail.com	
Fincancial Services: Buyer Colbie Garrett				Number of ADDENDA Issued NONE		Addenda Acknowledged N/A		Addenda Acknowledged N/A		Addenda Acknowledged N/A		Addenda Acknowledged N/A	
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS....\$25,000: CONTRACTOR'S CERTIFICATE OF COMPLIANCE				As required Yes Yes Yes		As required Yes Yes Yes		As required Yes Yes Yes		As required Yes Yes Yes		As required Yes Yes Yes	
Item No.	Description of Bid Item	Est. Qty	Unit	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks
1	Sulfuric Acid (Bulk Delivery)	2.5 M	Wet Pounds	-		\$0.155		\$0.1825		\$0.928			
2	93% solution (Bulk Delivery) price for 365-day guarantee	-	Wet Pounds	\$0.21		\$0.155		\$0.1825		\$1.376			
3	93% solution (Bulk Delivery) price for 180-day guarantee	-	Wet Pounds	\$0.21		\$0.155		\$0.1825		\$1.238			
						Tote - Wet Pounds \$0.27							
						Bidder Number 5		Bidder Number 6		Bidder Number 7			
						Pencco, Inc Jennifer Gajardo P.O. Box 600 San Felipe, TX 77473 979-885-0005 jguajardo@pencco.com		RK Water Ehren Koelsch 3800 Xanthia St. Denver, CO 80238 303-785-6713 ehren.koelsch@rk-water.com		Vasantha Medical Supply Chakradhar Pokkula Sturegatan 19A, 1102 Uppsala, Uppsala, 752,23 Sweden 972-740-7998 Annikasmith4@gmail.com			
						No Bid		No Bid		No Bid			



City of Lawton

Department of Public Utilities

E-mail: cityof.lawton.ok.us
Telephone 580-581-3405
Fax 580-581-3407

Mailing Address: 103 Southwest 4th Street
Shipping Address: 2100 South 6th Street
Lawton, Oklahoma 73501

To: Colbie Garrett, Buyer Financial Services
From: *CB* Carl Gray, Water Plants Superintendent
Thru: Rusty Whisenhunt, Director of Public Utilities *WRW*
Subject: CL25-024 – Sulfuric Acid
Date: May 13, 2025

After reviewing the bids, it is recommended to recommend a primary award of the contract CL25-024 Sulfuric Acid to the low bidder, Gasochem International LLC. for a period of 365-day contract. Gasochem International LLC. meets all requirements. Furthermore, it is recommended that a secondary award of the contract CL25-024 to the second lowest bidder, Univar Solutions USA LLC.

Funds are available in the Medicine Park Water Treatment Plant and Southeast Water Treatment Plant Divisions' Chemical Accounts (7006509-51015) and (7006510-51015).

If you have any questions regarding this information, please contact me.

City of Lawton

INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: <u>Colbie.Garrett@lawtonok.gov</u> ACCEPTING ELECTRONIC BIDS ON: <u>www.bidnetdirect.com/oklahoma/cityoflawton</u>	
Date Bid Typed: April 16, 2025	Dates Bid Advertised: April 18, 2025	No Bids Received After: May 7, 2025 2 : 00pm	
Contract Number and Title: CL25-024 Sulfuric Acid		Requirements-type Contract:	Contract Period: June 1, 2025 - May 31, 2026
Bid Openings are held at Lawton City Hall 3rd Floor Finance Conference Room 212 SW 9th St. Lawton, OK 73501 @ 2:00pm			
Vendor Name and Point of Contact: GASOCHEM INTERNATIONAL LLC & CHARU JAIN		Reason for No Bid: N/A	
Mailing Address: 9509 PEMBERTON CRESCENT DR HOUSTON, TX 77025		Terms: NET 30	
City: Houston	State: TX	Zip: 77025	Delivery: 2-3 DAYS
Area Code and Phone Number: 713-837-6116		Email Address: CHARU@GASOCHEM.COM	
Federal Employer Identification Number or Social Security Number			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF TEXAS COUNTY OF HARRIS

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: GASOCHEM INTERNATIONAL LLC
 Address: 9509 PEMBERTON CRESCENT DR
HOUSTON TX 77025
 (City, State, Zip)
 Phone: 7138376116

SIGNATURE OF AUTHORIZED AGENT

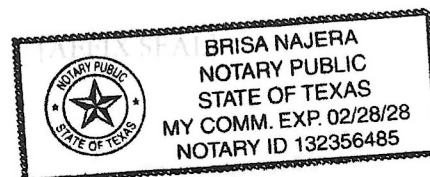
PRINT/TITLE NAME/TITLE

Subscribed & sworn before me this 2 day of May, 2025

BRISA NAJERA
 Notary Public
 My Commission expires: 2/28/2028

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11

FORM REVISED 6/5/24



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.

ELECTRONIC SEALED BIDS: The Electronic Bid Submission (EBS) is the electronic transfer of proposal bid data between a supplier and a contracting authority. The EBS feature on Bidnet Direct allows suppliers to submit bids/proposals online via Bidnet Direct. The EBS feature includes safeguards to ensure the security and authenticity of the material being transferred. Vendors must be registered at to <https://www.bidnetdirect.com/oklahoma> participate in EBS. Submitted documents are stored securely with a high level of security. All bids remain encrypted and not readable until bids are opened by the buyer and only after the closing date and time have passed.

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 or email 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.

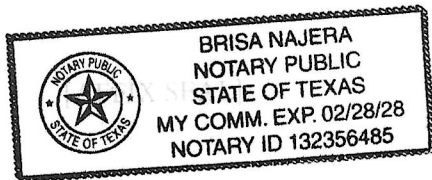
44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.



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

STATE OF Texas SS
COUNTY OF Harris

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.



GASOCHEM INTERNATIONAL LLC
Business Name / Contractor Name

CHARU
Signed
Print : CHARU JAIN

Attested to before me this 2 day of May 2025

Brisa Najera
Notary Public

My Commission Expires 2/28/28

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 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

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.

CL25-024 Sulfuric Acid

Contract Number

GASOCHEM INTERNATIONAL LLC

Name of Contractor (Print)

05/01/2025

Date

CHARLY

Signature, Member of Firm or Officer of Corporation

CEO

Title

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: M-128

SPECIFICATION TITLE: Sulfuric Acid

APPROVAL DATE: 11-06-03

DELIVERY: City of Lawton Water Treatment Plant
Medicine Park, OK 73557

- a. Item(s) shall be delivered, FOB, to the address shown above.

WARRANTY: None

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

DESCRIPTION:

- The following specifications are the **minimum** acceptable standards for the item(s) shown above.
- Any deviation from these specifications must be clearly annotated by the Bidder by checking either Y or N and on a separate page list the specification reference and detailing the deviation.
- Failure to annotate deviations may cause bid to be deemed as non-responsive.

Quantity: Delivery must be shipped bulk approximately 3,000 gallons per load

ITEM	DESCRIPTION		COMPLY	
			Y	N
1	Sulfuric Acid (H ₂ SO ₄)%	93% - 96%	✓	
2	Specific Gravity	1.83 – 1.85	✓	

- Vendor to supply security information 24 hrs prior to delivery, i.e., driver's name, license #, picture, trailer #, hatch seal #'s.
- Vendor to supply certified weight certificate and product analysis at time of delivery. Payment shall be made only for the weight of product delivered.
- Vendor to state delivery time. This information will be used as criteria in bid evaluation.
- Vendor must supply a current and complete material safety data sheet (MSDS) before their first delivery.

7. Product acceptability shall be established under the applicable ANSI/NSF Standard (60 or 61) and must be certified as suitable for contact with or treatment of drinking water.
8. The vendor's agent (truck driver) shall provide samples for the plant operator. Plant operator will provide sample containers.
9. The City shall retain one sample from each shipment. The sample will be held until the next shipment of product is received. The vendor agrees the content of this sample fairly represents the quality of the product delivered in that shipment.

Contract Number: CL25-024
Contract Title: Sulfuric Acid

Vendor Name: GASOCHEM INTERNATIONAL LLC
(please complete above information)

Price Bid
(must be completed and returned with the bid)

Item	Description	Estimated Quantity	Unit	Unit Price
1.	Sulfuric Acid (Bulk Delivery)	2.5 M	Wet pounds	0.20
a.	93% solution (Bulk Delivery) price for 365-day guarantee	-----	Wet pounds	0.22
3.	93% solution (Bulk Delivery) price for 180-day guarantee	-----	Wet pounds	0.20

TOTE

WET POUNDS 0.27

Brand Bid: BRAINERD CHEMICAL Model Bid: SULFURIC ACID

Bulk Deliveries will be delivered to:	Tote Deliveries will be delivered to:
City of Lawton, Water Treatment Plant 82 E. Lake Drive Medicine Park, OK 73557 580-529.2703	City of Lawton, SE Water Treatment Plant 4596 SE 15 th Street Lawton, OK 73501

Questions regarding the attached specifications should be posted onto Bidnet Direct at
<https://www.bidnetdirect.com/oklahoma/cityoflawton>

Estimated annual usage per plant:

Medicine Park Plant – 2,000,000 pounds
Southeast Plant -- 500,000 pounds

Notes:

1. This is a requirements contract.
2. There are no insurance or bond requirements for this contract.
3. Please submit two copies of any additional documents such as descriptive literature.
4. WARRENTY:

Contract Number: CL25-024

Contract Title: Sulfuric Acid

- a) The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract.
 - b) The vendor must also provide details, including prices, on any available extended or optional warranties.
 - c) The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.
5. Disclaimer: The City of Lawton reserves the right to accept or reject any or all bids.

Univar Solutions USA LLC
8201 S. 212th
Kent, WA 98032-1994
USA

T 206-653-5075
www.univarsolutions.com



April 22, 2025

City of Lawton
Attn: Purchasing
212 SW 9th Street
Lawton OK 73501

RE: Sulfuric Acid CL25-024

Dear Purchasing,

Univar is pleased to offer a price quote on your Bid due Wednesday, May 7, 2025 at 2:00 P.M., and has done so on the attached required paperwork.

Our contact information for all things bid and contract related, as well as the information for your local branch, is also attached.

We look forward to hearing the results of your request – we have included a self-addressed, stamped envelope for the bid tabulations.

Thank you,

Raise Holiday

Sr. Municipal Bid Specialist
Central Region
Univar Solutions USA LLC
Muniteam-east@univarsolutions.com
www.univarsolutions.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing.

City of Lawton

INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: <u>Colbie.Garrett@lawtonok.gov</u> ACCEPTING ELECTRONIC BIDS ON: <u>www.bidnetdirect.com/oklahoma/cityoflawton</u>	
Date Bid Typed: April 16, 2025	Dates Bid Advertised: April 18, 2025	No Bids Received After: May 7, 2025 2 : 00pm	
Contract Number and Title: CL25-024 Sulfuric Acid		Requirements-type Contract:	Contract Period: June 1, 2025 - May 31, 2026
Bid Openings are held at Lawton City Hall 3rd Floor Finance Conference Room 212 SW 9th St. Lawton, OK 73501 @ 2:00pm			
Vendor Name and Point of Contact: Univar Solutions USA LLC Roise Holiday		Reason for No Bid:	
Mailing Address: 12720 E US Hwy 92 C427		Terms: 30 day net	
City: Dover	State: FL	Zip: 33527	Delivery: 5 business days - FOB Delivered
Area Code and Phone Number: 206-653-5075		Email Address: roise.holidayhenry@univarsolutions.com	
Federal Employer Identification Number or Social Security Number 91-1347935			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF Florida COUNTY OF Hillsborough

Roise Holiday

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.

Roise Holiday
 SIGNATURE OF AUTHORIZED AGENT

Firm: Univar Solutions USA LLC

Roise Holiday, Municipal Bid Specialist

Address: 8201 S 212th Street

PRINT/TYPE NAME/TITLE

Kent WA 98032

(City, State, Zip)

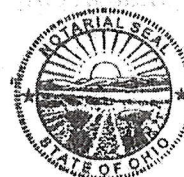
Subscribed & sworn before me this 22nd day of April, 2025

Phone: 206-653-5075

Shelley Sue Riggle
 Notary Public
 My Commission expires: 08-18-2028

INVITATION TO BID AND CONTRACT
 PAGE 1 OF 11

FORM REVISED 6/5/24



Shelley Sue Riggle
 Notary Public, State of Ohio
 My Commission Expires:
 08/18/2028

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.

ELECTRONIC SEALED BIDS: The Electronic Bid Submission (EBS) is the electronic transfer of proposal bid data between a supplier and a contracting authority. The EBS feature on Bidnet Direct allows suppliers to submit bids/proposals online via Bidnet Direct. The EBS feature includes safeguards to ensure the security and authenticity of the material being transferred. Vendors must be registered at <https://www.bidnetdirect.com/oklahoma> participate in EBS. Submitted documents are stored securely with a high level of security. All bids remain encrypted and not readable until bids are opened by the buyer and only after the closing date and time have passed.

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 or email 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 in firm 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 place 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 Florida
COUNTY OF Hillsborough

SS

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

Univar Solutions USA LLC

Business Name / Contractor Name

Roise Holiday
Signed
Print : Roise Holiday

Attested to before me this 22nd day of April 2025.

Shelley Sue Riggle
Notary Public

My Commission Expires 08-18 20 28

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.



Shelley Sue Riggle
Notary Public, State of Ohio
My Commission Expires:
08/18/2028



CITY OF LAWTON

212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

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.

CL25-024 Sulfuric Acid

Contract Number

Univar Solutions USA LLC

Name of Contractor (Print)

4/22/2025

Date

A handwritten signature in blue ink, appearing to read "Rose H. Hedger", is written over a horizontal line.

Signature, Member of Firm or Officer of Corporation

Municipal Bid Specialist

Title

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: M-128

SPECIFICATION TITLE: Sulfuric Acid

APPROVAL DATE: 11-06-03

DELIVERY: City of Lawton Water Treatment Plant
Medicine Park, OK 73557

- a. Item(s) shall be delivered, FOB, to the address shown above.

WARRANTY: None

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

DESCRIPTION:

- a. The following specifications are the **minimum** acceptable standards for the item(s) shown above.
- b. Any deviation from these specifications must be clearly annotated by the Bidder by checking either Y or N and on a separate page list the specification reference and detailing the deviation.
- c. Failure to annotate deviations may cause bid to be deemed as non-responsive.

Quantity: Delivery must be shipped bulk approximately 3,000 gallons per load

ITEM	DESCRIPTION		COMPLY	
			Y	N
1	Sulfuric Acid (H ₂ SO ₄)%	93% - 96%	Y	
2	Specific Gravity	1.83 – 1.85	Y	

3. Vendor to supply security information 24 hrs prior to delivery, i.e., driver's name, license #, picture, trailer #, hatch seal #'s.
4. Vendor to supply certified weight certificate and product analysis at time of delivery. Payment shall be made only for the weight of product delivered.
5. Vendor to state delivery time. This information will be used as criteria in bid evaluation.
6. Vendor must supply a current and complete material safety data sheet (MSDS) before their first delivery.

7. Product acceptability shall be established under the applicable ANSI/NSF Standard (60 or 61) and must be certified as suitable for contact with or treatment of drinking water.
8. The vendor's agent (truck driver) shall provide samples for the plant operator. Plant operator will provide sample containers.
9. The City shall retain one sample from each shipment. The sample will be held until the next shipment of product is received. The vendor agrees the content of this sample fairly represents the quality of the product delivered in that shipment.

Contract Number: CL25-024
Contract Title: Sulfuric Acid

Vendor Name: Univar Solutions USA LLC

(please complete above information)

Price Bid
(must be completed and returned with the bid)

Item	Description	Estimated Quantity	Unit	Unit Price
1.	Sulfuric Acid (Bulk Delivery)	2.5 M	Wet pounds	\$0.1825
a.	93% solution (Bulk Delivery) price for 365-day guarantee	-----	Wet pounds	\$0.1825
3.	93% solution (Bulk Delivery) price for 180-day guarantee	-----	Wet pounds	\$0.1825

Brand Bid: Univar Solutions USA LLC

Model Bid: Sulfuric Acid 93%

Bulk Deliveries will be delivered to:	Tote Deliveries will be delivered to:
City of Lawton, Water Treatment Plant 82 E. Lake Drive Medicine Park, OK 73557 580-529.2703	City of Lawton, SE Water Treatment Plant 4596 SE 15 th Street Lawton, OK 73501

Questions regarding the attached specifications should be posted onto Bidnet Direct at
<https://www.bidnetdirect.com/oklahoma/cityoflawton>

Estimated annual usage per plant:

Medicine Park Plant – 2,000,000 pounds
Southeast Plant -- 500,000 pounds

Notes:

1. This is a requirements contract.
2. There are no insurance or bond requirements for this contract.
3. Please submit two copies of any additional documents such as descriptive literature.
4. WARRENTY:

Contract Number: CL25-024
Contract Title: Sulfuric Acid

- a) The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract.
 - b) The vendor must also provide details, including prices, on any available extended or optional warranties.
 - c) The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.
5. Disclaimer: The City of Lawton reserves the right to accept or reject any or all bids.

Questions & Answers - 1

Solicitation CL25-024 - Sulfuric Acid
Buying Organization City of Lawton

No	Question/Answer	Question Date
Q1	Question: Sulfuric Acid 93% Who is the currently supplier? Answer: Univar Solutions	04/21/2025
Q2	Question: Sulfuric Acid 93% What are you presently paying? Answer: \$0.1575 / Wet Pounds	04/21/2025

Univar Solutions USA Inc.
3320 S. Council Road
Oklahoma City, OK 73179

T 405-745-2376
F 405-745-4934

www.univarsolutions.com



GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

Monday – Friday 8:00 am – 5:00 pm (CST)

In case of an emergency during non-business hours:

For Non-Chemical Emergencies:

After-hours emergency phone – 24-hour response: Answering Service 405-745-2376

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

Names, telephone/FAX numbers of those responsible for taking orders and initiating delivery:

Office Phone: 405-745-2376
Office Fax: 405-745-4934

Customer Service/ Order Desk

custSolmid-Central@univarsolutions.com

Bryan Arens - Branch Operations Manager

bryan.arnes@univarsolutions.com

For anything pertaining to bids:

Please send all bid packets/documents to:
(Unless otherwise specified)

Roise Holiday
12720 E. US Hwy 92
Trl: 427
Dover, FL 33527
Muniteam-east@univarsolutions.com

Contacts:

Roise Holiday
Municipal Specialist
Phone: 206-653-5075
Roise.holidayhenry@univarsolutions.com

Shawnasey McCarthy
Municipal Specialist Manager
Phone: (253) 872-5052
Fax: (253) 872-5041
Shawnasey.McCarthy@univarsolutions.com

Remittance Address:

Univar Solutions USA Inc.
62190 Collections Center Drive
Chicago, IL 60693-0621
Please include remit information – Invoice number

Standard Payment Terms:

Net 30 days

MEMORANDUM OF INSURANCE					DATE OF ISSUE: 6/6/2024							
PRODUCER: Aon Risk Services Central, Inc. Two Logan Square 100 North 18 th Street Floor 16 Philadelphia, PA 19103 USA CONTACT: Mike Paulosky PHONE: (215) 255-1744			COMPANIES AFFORDING COVERAGE									
			COMPANY LETTER	A	ACE American Insurance Company							
			COMPANY LETTER	B	Indemnity Insurance Company of North America							
INSURED: UNIVAR SOLUTIONS USA LLC And All Subsidiaries and Affiliates 3075 Highland Parkway Suite 200 Downers Grove, IL			COMPANY LETTER	C	ACE Fire Underwriters Insurance Company							
			COMPANY LETTER	D	Illinois Union Insurance Company							
COVERAGES												
This memorandum verifies that the following coverages are in force: Commercial General Liability, Automobile Liability, Excess Liability, Workers' Compensation/Employers' Liability and Pollution Liability. This memorandum is furnished to you as a matter of information for your convenience. It is not intended to reflect all the terms and conditions or exclusions of such policies. This memorandum is not an insurance policy and does not amend, alter, or extend the coverage afforded by the listed policies. The insurance afforded by the listed policy is subject to all the terms, exclusions and conditions of such policies.												
CO LTR	TYPE OF INSURANCE ☒	POLICY NUMBER	EFF. DATE	EXP. DATE	LIMITS							
A	COMMERCIAL GENERAL LIABILITY ☒ COM GEN LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ OWN & CONT PROT	General Liability XSL G47311172	6/7/24	6/1/25	GENERAL AGGREGATE	\$ 3,000,000						
					PRODUCTS-COMP/OP AGG	\$ 3,000,000						
					PERSONAL & ADV INJURY	\$ 3,000,000						
					EACH OCCURRENCE	\$ 3,000,000						
					DAMAGE TO RENTED PREMISES (Any One Premise)	\$ 300,000						
					MED EXPENSE (Any one person)	\$ Excluded						
					A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ GARAGE LIABILITY ☐ SELF-INSURED ☐ PHYSICAL DAMAGE	Commercial Auto – PPTs: ISA H10704741	6/7/24	6/1/25			
COMBINED SINGLE LIMIT	\$ 5,000,000											
A	Truckers Liability: MMT H10704856	6/7/24	6/1/25	BODILY INJURY (Per Person)			\$					
				BODILY INJURY (Per Accident)			\$					
				PROPERTY DAMAGE			\$					
				D			EXCESS LIABILITY ☒ OCCUR ☐ CLAIMS MADE	Umbrella Liability XCE G27380566 011	6/7/24	6/1/25	EACH OCCURRENCE	\$ 10,000,000
											AGGREGATE	\$ 10,000,000
B A C	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	WLR C70303772 (AOS) WCU 70303735 (CA, WA, OH, OR) SCF C70303693 (WI)	6/7/24	6/1/25	WC - STATUTORY LIMITS	\$						
					E.L. EACH ACCIDENT	\$ 1,000,000						
					E.L. DISEASE-POLICY LIMIT	\$ 1,000,000						
					E.L. DISEASE-EACH EMPLOYEE	\$ 1,000,000						
					D	Env Site Liability	PPL G71507944 002	6/1/22	6/1/25	EACH OCCURRENCE	\$ 10,000,000	
AGGREGATE	\$ 16,000,000											
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS												
Evidence of Coverage – Note that a \$2,000,000 SIR applies to the General Liability coverage evidenced above. Note that a \$1,000,000 SIR applies to the Env Site Liability (Pollution Liability).												



CERTIFICATE OF SECRETARY

I, Jumoke Onibokun, hereby certify that:

1. I am the duly elected, qualified and acting Assistant Secretary of Univar Solutions USA LLC, a Washington Limited Liability Company (the "Company"), and am a custodian of the corporate records of the Company and am familiar with the matters herein certified.
2. The below list of persons are authorized to execute, for and on behalf of the Company, written municipal bids or municipal proposals for the sale of other disposition of products up to \$2.5 million handled by the Company.

Shawnasey McCarthy- Municipal Commercial Manager

Victoria Meakim - Municipal Specialist

Roise Holiday-Henry- Municipal Specialist

Jennifer Perras – Sr. Municipal Specialist

Shelley Riggle - Municipal Specialist

Stacy Ziegler- Municipal Specialist

Raven Claudio - Municipal Specialist

Ileana Caballero – Municipal Specialist

IN WITNESS WHEREOF, I have executed this Certificate of Secretary of the Company this 4th day of January 2024.

DocuSigned by:

Jumoke Onibokun

F781477FB84F470...

Jumoke Onibokun, Assistant Secretary

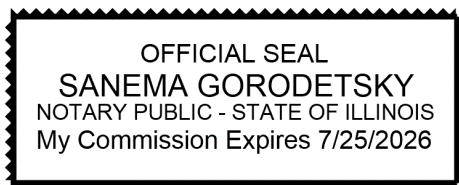
State of Illinois)

)

County of DuPage)

This Certificate of Secretary was signed and sworn before me on this 4th day of January 2024 by Jumoke Onibokun, Assistant Secretary of Univar Solutions USA LLC.

Seal



DocuSigned by:

Sanema Gorodetsky

EB3185C32E35401

Sanema Gorodetsky

Notary Public

My commission expires July 25, 2026

Safety Data Sheet

SULFURIC ACID 66 BE°

Version 1.9

Revision Date: 01/24/2024

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product name : SULFURIC ACID 66 BE°

Recommended use of the chemical and restrictions on use

Recommended use : Industrial Chemical

Manufacturer or supplier's details

Company : Univar Solutions USA
Address : 3075 Highland Pkwy Suite 200
 Downers Grove, IL 60515
 United States of America (USA)

Emergency telephone number:

Transport North America: CHEMTREC (1-800-424-9300)

CHEMTREC INTERNATIONAL Tel # 703-527-3887

Additional Information: : Responsible Party: Product Compliance Department
 E-mail: SDSNA@univarsolutions.com
 SDS Requests: 1-855-429-2661
 Website: www.univarsolutions.com

SECTION 2. HAZARDS IDENTIFICATION

GHS Classification

Corrosive to metals : Category 1

Skin corrosion : Category 1A

Serious eye damage : Category 1

Carcinogenicity : Category 1A

Specific target organ toxicity
 - single exposure : Category 3 (Respiratory system)

GHS label elements

Hazard pictograms :



Signal word : Danger

Hazard statements : H290 May be corrosive to metals.
 H314 Causes severe skin burns and eye damage.
 H335 May cause respiratory irritation.
 H350 May cause cancer.

Precautionary statements : **Prevention:**
 P201 Obtain special instructions before use.
 P202 Do not handle until all safety precautions have been read and understood.
 P234 Keep only in original container.
 P261 Avoid breathing dust/ fume/ gas/ mist/ vapours/ spray.

Safety Data Sheet

SULFURIC ACID 66 BE°

Version 1.9

Revision Date: 01/24/2024

P264 Wash skin thoroughly after handling.
P271 Use only outdoors or in a well-ventilated area.
P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.

Response:

P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
P303 + P361 + P353 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower.
P304 + P340 + P310 IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER/ doctor.
P305 + P351 + P338 + P310 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/ doctor.
P308 + P313 IF exposed or concerned: Get medical advice/ attention.
P363 Wash contaminated clothing before reuse.
P390 Absorb spillage to prevent material damage.

Storage:

P403 + P233 Store in a well-ventilated place. Keep container tightly closed.
P405 Store locked up.
P406 Store in corrosive resistant container with a resistant inner liner.

Disposal:

P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

Hazardous components

CAS-No.	Chemical name	Weight percent
7664-93-9	Sulfuric acid	90 - 100

Any Concentration shown as a range is due to batch variation.

Molecular formula : H₂O₄S

SECTION 4. FIRST AID MEASURES

General advice : Move out of dangerous area.
Consult a physician.
Show this safety data sheet to the doctor in attendance.
Do not leave the victim unattended.

If inhaled : If unconscious, place in recovery position and seek medical advice.
If symptoms persist, call a physician.

Safety Data Sheet

SULFURIC ACID 66 BE°

Version 1.9

Revision Date: 01/24/2024

In case of skin contact	: Immediate medical treatment is necessary as untreated wounds from corrosion of the skin heal slowly and with difficulty. If on skin, rinse well with water. If on clothes, remove clothes.
In case of eye contact	: Small amounts splashed into eyes can cause irreversible tissue damage and blindness. In the case of contact with eyes, rinse immediately with plenty of water and seek medical advice. Continue rinsing eyes during transport to hospital. Remove contact lenses. Keep eye wide open while rinsing. If eye irritation persists, consult a specialist. Take victim immediately to hospital.
If swallowed	: Clean mouth with water and drink afterwards plenty of water. Keep respiratory tract clear. Do NOT induce vomiting. Do not give milk or alcoholic beverages. Never give anything by mouth to an unconscious person. If symptoms persist, call a physician. Take victim immediately to hospital.

SECTION 5. FIREFIGHTING MEASURES

Suitable extinguishing media	: Dry chemical Carbon dioxide (CO ₂)
Unsuitable extinguishing media	: High volume water jet Water
Hazardous combustion products	: sulfur oxides Gases hazardous to health may be formed. Sulphuric acid
Specific extinguishing methods	: Use a water spray to cool fully closed containers.
Further information	: Collect contaminated fire extinguishing water separately. This must not be discharged into drains. Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.
Special protective equipment for firefighters	: Wear self-contained breathing apparatus for firefighting if necessary.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures	: Use personal protective equipment.
Environmental precautions	: Prevent product from entering drains. Prevent further leakage or spillage if safe to do so. If the product contaminates rivers and lakes or drains inform respective authorities.
Methods and materials for	: Soak up with inert absorbent material (e.g. sand, silica gel,

Safety Data Sheet

SULFURIC ACID 66 BE°

Version 1.9

Revision Date: 01/24/2024

containment and cleaning up : acid binder, universal binder, sawdust).
Keep in suitable, closed containers for disposal.

SECTION 7. HANDLING AND STORAGE

Advice on protection against fire and explosion : Normal measures for preventive fire protection.

Advice on safe handling : Do not breathe vapours/dust.
Avoid contact with skin and eyes.
For personal protection see section 8.
Smoking, eating and drinking should be prohibited in the application area.
To avoid spills during handling keep bottle on a metal tray.
Dispose of rinse water in accordance with local and national regulations.

Conditions for safe storage : Keep container tightly closed in a dry and well-ventilated place.
Containers which are opened must be carefully resealed and kept upright to prevent leakage.
Observe label precautions.
Electrical installations / working materials must comply with the technological safety standards.

Materials to avoid : Do not store near acids.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

CAS-No.	Components	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
7664-93-9	Sulfuric acid	TWA (Thoracic particulate matter)	0.2 mg/m ³	ACGIH
		TWA	1 mg/m ³	NIOSH REL
		TWA	1 mg/m ³	OSHA Z-1
		TWA	1 mg/m ³	OSHA P0
		PEL	0.1 mg/m ³	CAL PEL
		STEL	3 mg/m ³	CAL PEL

Personal protective equipment

Respiratory protection : General and local exhaust ventilation is recommended to maintain vapor exposures below recommended limits. Where concentrations are above recommended limits or are unknown, appropriate respiratory protection should be worn. Follow OSHA respirator regulations (29 CFR 1910.134) and use NIOSH/MSHA approved respirators. Protection provided by air purifying respirators against exposure to any hazardous chemical is limited. Use a positive pressure air supplied respirator if there is any potential for uncontrolled release, exposure levels are unknown, or any other circumstance where air

Safety Data Sheet

SULFURIC ACID 66 BE°

Version 1.9

Revision Date: 01/24/2024

Hand protection	purifying respirators may not provide adequate protection.
Remarks	: The suitability for a specific workplace should be discussed with the producers of the protective gloves.
Eye protection	: Eye wash bottle with pure water Tightly fitting safety goggles Wear face-shield and protective suit for abnormal processing problems.
Skin and body protection	: Impervious clothing Choose body protection according to the amount and concentration of the dangerous substance at the work place.
Hygiene measures	: When using do not eat or drink. When using do not smoke. Wash hands before breaks and at the end of workday.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	: liquid
Colour	: Clear, colorless, amber
Odour	: pungent
Odour Threshold	: No data available
pH	: 0.3 @ 25 °C (77 °F)
Freezing Point (Melting point/range)	: -31 - 10.56 °C (-24 - 51.01 °F)
Boiling Point (Boiling point/boiling range)	: 217 - 330 °C (423 - 626 °F)
Flash point	: does not flash
Evaporation rate	: No data available
Flammability (solid, gas)	: No data available
Upper explosion limit	: No data available
Lower explosion limit	: No data available
Vapour pressure	: < 0.3 mmHg @ 25 °C (77 °F)
Relative vapour density	: 3.4 @ 20 °C (68 °F) (Air = 1.0)
Relative density	: 1.8347 - 1.8437 @ 25 °C (77 °F) Reference substance: (water = 1)
Density	: Estimated 1.837 g/cm ³ @ 20 °C (68 °F) 15.3 - 15.4 lb/gal @ 25 °C (77 °F)
Solubility(ies)	
Water solubility	: completely miscible
Solubility in other solvents	: No data available
Partition coefficient: n-octanol/water	: No data available
Auto-ignition temperature	: No data available

Safety Data Sheet

SULFURIC ACID 66 BE°

Version 1.9

Revision Date: 01/24/2024

Thermal decomposition : 340 °C

SECTION 10. STABILITY AND REACTIVITY

Reactivity	:	No dangerous reaction known under conditions of normal use.
Chemical stability	:	Stable under normal conditions.
Possibility of hazardous reactions	:	Acid reacts with most metals to release hydrogen gas which can form explosive mixtures with air. Reacts with organic materials and may cause ignition of finely divided materials on contact.
Conditions to avoid	:	Avoid contact with combustible material (paper, wool, oil).
Incompatible materials	:	Alkalis Metals carbide chlorates fuminates nitrates Organic materials Strong oxidizing agents strong reducing agents water Sulphur compounds acetylenes Acids Ammonia Combustible material Flammable materials Metals nitrates Nitriles nitrites Organic materials Oxidizing agents phosphorus Powdered metals Reducing agents water Peroxides
Hazardous decomposition products	:	corrosive vapors Sulphur oxides toxic fumes

SECTION 11. TOXICOLOGICAL INFORMATION

Acute toxicity

Components:

Safety Data Sheet
SULFURIC ACID 66 BE°

Version 1.9

Revision Date: 01/24/2024

7664-93-9:

Acute oral toxicity : LC50 (Rat, male and female): 2,140 mg/kg

Acute inhalation toxicity : LC50 (Rat, male and female): mg/m3 375
Exposure time: 4 h
Test atmosphere: dust/mist

Acute dermal toxicity : Remarks: No data available

Skin corrosion/irritation**Product:**

Remarks: Extremely corrosive and destructive to tissue.

Components:**7664-93-9:**

Species: Rabbit
Result: Causes severe burns.

Serious eye damage/eye irritation**Product:**

Remarks: May cause irreversible eye damage.

Components:**7664-93-9:**

Remarks: No data available

Respiratory or skin sensitisation**Components:****7664-93-9:**

Remarks: No data available

Germ cell mutagenicity**Components:****7664-93-9:**

Genotoxicity in vitro : Test Type: Ames test
Species: Salmonella typhimurium
Metabolic activation: with and without metabolic activation
Result: negative

Germ cell mutagenicity -
Assessment : Not mutagenic in Ames Test

Carcinogenicity**Product:**

Carcinogenicity - Assess-
ment : Human carcinogen.

Safety Data Sheet

SULFURIC ACID 66 BE°

Version 1.9

Revision Date: 01/24/2024

Components:

7664-93-9:

Species: Mouse, (male and female)

Application Route: Oral

Exposure time: lifetime

Dose: 0.2 mL of 0.2% aq solution

Frequency of Treatment: 1 days/week

Symptoms: Local irritation, Tumors

Carcinogenicity - Assessment : Weight of evidence does not support classification as a carcinogen

IARC

Group 1: Carcinogenic to humans

7664-93-9

Sulfuric acid

OSHA

No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP

Known to be human carcinogen

7664-93-9

Sulfuric acid

Reproductive toxicity

Components:

7664-93-9:

Reproductive toxicity - Assessment

Fertility classification not possible from current data.

Teratogenicity - Assessment : Did not show teratogenic effects in animal experiments.

STOT - single exposure

Product:

Assessment: The substance or mixture is classified as specific target organ toxicant, single exposure, category 3 with respiratory tract irritation.

Further information

Product:

Remarks: No data available

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

No data available

Safety Data Sheet

SULFURIC ACID 66 BE°

Version 1.9

Revision Date: 01/24/2024

Persistence and degradability

No data available

Bioaccumulative potential

No data available

Mobility in soil

No data available

Other adverse effects

Product:

Ozone-Depletion Potential : Regulation: 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances
Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological information : An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

Waste from residues : Dispose of in accordance with all applicable local, state and federal regulations.
For assistance with your waste management needs - including disposal, recycling and waste stream reduction, contact Univar Solutions ChemCare: 1-800-637-7922

Contaminated packaging : Empty remaining contents.
Dispose of as unused product.
Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION

DOT (Department of Transportation):

UN1830, SULFURIC ACID, 8, II

IATA (International Air Transport Association):

UN1830, SULPHURIC ACID, 8, II

IMDG (International Maritime Dangerous Goods):

UN1830, SULPHURIC ACID, 8, II

SECTION 15. REGULATORY INFORMATION

WHMIS Classification : D2A: Very Toxic Material Causing Other Toxic Effects
D2B: Toxic Material Causing Other Toxic Effects

Safety Data Sheet

SULFURIC ACID 66 BE°

Version 1.9

Revision Date: 01/24/2024

E: Corrosive Material

EPCRA - Emergency Planning and Community Right-to-Know Act

CERCLA Reportable Quantity

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
Sulfuric acid	7664-93-9	1000	1000

SARA 304 Extremely Hazardous Substances Reportable Quantity

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
Sulfuric acid	7664-93-9	1000	1000

SARA 311/312 Hazards : Corrosive to metals
Skin corrosion or irritation
Serious eye damage or eye irritation
Carcinogenicity
Specific target organ toxicity (single or repeated exposure)

SARA 302 :

7664-93-9 Sulfuric acid

SARA 313 : The following components are subject to reporting levels established by SARA Title III, Section 313:

7664-93-9 Sulfuric acid

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM I Intermediate or Final VOC's (40 CFR 60.489).

Clean Water Act

The following Hazardous Substances are listed under the U.S. CleanWater Act, Section 311, Table 116.4A:

7664-93-9 Sulfuric acid

The following Hazardous Chemicals are listed under the U.S. CleanWater Act, Section 311, Table 117.3:

7664-93-9 Sulfuric acid

This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

Massachusetts Right To Know

7664-93-9 Sulfuric acid

Pennsylvania Right To Know

7664-93-9 Sulfuric acid

7732-18-5 Water

California Prop 65

 **WARNING:** This product can expose you to chemicals including Sulfuric acid, which is/are known to the State of California to cause cancer. For more information go to

Safety Data Sheet

SULFURIC ACID 66 BE°

Version 1.9

Revision Date: 01/24/2024

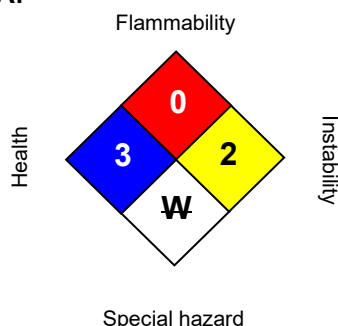
www.P65Warnings.ca.gov.

The components of this product are reported in the following inventories:

TSCA	: On TSCA Inventory
DSL	: All components of this product are on the Canadian DSL
AICS	: On the inventory, or in compliance with the inventory
NZIoC	: Not in compliance with the inventory
ENCS	: On the inventory, or in compliance with the inventory
KECI	: On the inventory, or in compliance with the inventory
PICCS	: On the inventory, or in compliance with the inventory
IECSC	: On the inventory, or in compliance with the inventory

SECTION 16. OTHER INFORMATION

NFPA:



HMIS III:

HEALTH	3/
FLAMMABILITY	0
PHYSICAL HAZARD	2

0 = not significant, 1 = Slight,
2 = Moderate, 3 = High
4 = Extreme, * = Chronic

The information accumulated is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made become available subsequently to the date hereof, we do not assume any responsibility for the results of its use. Recipients are advised to confirm in advance of need that the information is current, applicable, and suitable to their circumstances. This SDS has been prepared by Univar Solutions Product Compliance Department (1-855-429-2661) SDSNA@univarsolutions.com.

Revision Date : 01/24/2024

Material number:

16212914, 16212048, 16211576, 16208309, 16207590, 16206988, 16202647, 16140266, 16187970, 16186715, 16177232, 16178973, 16178227, 16176163, 16176386, 16176196,

Safety Data Sheet

SULFURIC ACID 66 BE°

Version 1.9

Revision Date: 01/24/2024

16177166, 16162887, 16169706, 16173568, 16173209, 16152466, 16172838, 16145761, 16145532, 16145325, 16145036, 16144466, 16158800, 16152844, 16146037, 16147599, 16147477, 16158884, 16158841, 16145294, 16144737, 16143905, 16148041, 16144253, 16148755, 16163605, 16163600, 16148558, 16166436, 16166263, 16149587, 16138737, 16144430, 16159796, 16144634, 16144492, 16148416, 16152198, 16151380, 16151346, 16148456, 16148188, 16144447, 16144280, 16144100, 16144089, 16159794, 16143770, 16143771, 16160331, 16136043, 16149274, 16158943, 16149737, 16149062, 16148018, 16147993, 16145633, 16145526, 16144840, 16144220, 16143768, 16147033, 16147042, 16144370, 16144451, 16142210, 16140162, 16141097, 16140348, 16141851, 16141877, 16140763, 16143767, 16143769, 16142063, 16142367, 16142360, 16140603, 16142270

Key or legend to abbreviations and acronyms used in the safety data sheet			
ACGIH	American Conference of Government Industrial Hygienists	LD50	Lethal Dose 50%
AICS	Australia, Inventory of Chemical Substances	LOAEL	Lowest Observed Adverse Effect Level
DSL	Canada, Domestic Substances List	NFPA	National Fire Protection Agency
NDSL	Canada, Non-Domestic Substances List	NIOSH	National Institute for Occupational Safety & Health
CNS	Central Nervous System	NTP	National Toxicology Program
CAS	Chemical Abstract Service	NZIoC	New Zealand Inventory of Chemicals
EC50	Effective Concentration	NOAEL	No Observable Adverse Effect Level
EC50	Effective Concentration 50%	NOEC	No Observed Effect Concentration
EGEST	EOSCA Generic Exposure Scenario Tool	OSHA	Occupational Safety & Health Administration
EOSCA	European Oilfield Specialty Chemicals Association	PEL	Permissible Exposure Limit
EINECS	European Inventory of Existing Chemical Substances	PICCS	Philippines Inventory of Commercial Chemical Substances
MAK	Germany Maximum Concentration Values	PRNT	Presumed Not Toxic
GHS	Globally Harmonized System	RCRA	Resource Conservation Recovery Act
>=	Greater Than or Equal To	STEL	Short-term Exposure Limit
IC50	Inhibition Concentration 50%	SARA	Superfund Amendments and Reauthorization Act.
IARC	International Agency for Research on Cancer	TLV	Threshold Limit Value
IECSC	Inventory of Existing Chemical Substances in China	TWA	Time Weighted Average
ENCS	Japan, Inventory of Existing and New Chemical Substances	TSCA	Toxic Substance Control Act
KECI	Korea, Existing Chemical Inventory	UVCB	Unknown or Variable Composition, Complex Reaction Products, and Biological Materials
<=	Less Than or Equal To	WHMIS	Workplace Hazardous Materials Information System
LC50	Lethal Concentration 50%		

Univar Solutions
3950 NW Yeon Ave
Portland, OR 97210
PH: (503) 222-6254
www.univarsolutions.com

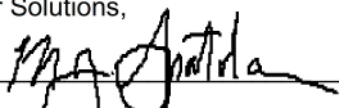
Date: 10 April 2025
Product: Sulfuric Acid 93%
Material Grade: Technical
Material #: 16140266
Batch #: 0819Q00712

Date of Manufacture: 04 April 2025
Date of Repackaging: 10 April 2025

Analysis Description	UoM	Specification		Results
		Min.	Max.	
*Sulfuric Acid Content	Wt. %	93.13	95.0	94.65
*Sulfur dioxide (SO ₂)	ppm	-	50.0	17.1
*Iron (Fe)	ppm	-	40.0	3.8
*Mercury, (Hg)	ppm	-	2.0	0.37
*Color	APHA/ Pt-Co	-	100 APHA	10 APHA
Specific Gravity	-	Report Only		1.8459

Results were extracted from the relevant Manufacture Certificate of Analysis.

Univar Solutions,


Joseph Spatola

Signature

Print Name

Lab Technician

Job Title

Note: This product meets the testing requirements of the Food Chemicals Codex (FCC). Meeting the FCC testing requirement does not guarantee this product is suitable for food related applications. Users of this product should carefully assess to determine suitability for their intended applications.

Item Title:

Consider extending contract CL24-021 Bulk Fuel Delivery with Glenn Oil Company for Lakes Lawtonka and Ellsworth sites, Landfill, Medicine Park Water Treatment Plant, Wastewater Treatment Plant, and all emergency generator sites.

Initiator: Michael Watrous, Director

Information Source: David Miller, Equipment Maintenance - Superintendent, Colbie Garrett, Buyer

Background:

The contract CL24-021 Bulk Fuel Delivery is currently in effect until June 30, 2025. The vendor, Glenn Oil Company has agreed to the contract extension with the same terms, conditions, and process. The recommendation to extend the contract for an additional year has been received by the Public Works Director. The vendor has fulfilled the requirements of the current contract.

Correlation to the True North Statement:

The Bulk Fuel Contract correlates to the True North Statement because it allows The City to run more efficiently.

Exhibit:

Department Recommendation, Vendor Extension Form, Original Contract

Key Issues:

Does the City of Lawton wish to extend the contract CL24-021 Bulk Fuel Delivery with Glenn Oil Company?

Funding Source:

Equipment Maintenance - Maintenance Material-Motive Equipment 1005505-51030

Staff Recommended Council Action:

Extend contract CL24-021 Bulk Fuel Delivery with Glenn Oil Company.

ATTACHMENTS:

1. Original Contract Yr 1
2. CL24-021 Vendor Ext. Form - Signed Yr 2
3. Dept Memo Yr 2

MAYOR'S SIGNATURE REQUEST

DOCUMENT TITLE: CL24-021 Bulk Fuel Delivery

CITY COUNCIL AUTHORIZATION:

Date Authorized: 6.11.24

Legistar File ID: 24-1650

DOCUMENTS REVIEWED AS TO:

Content: Colli Merrett 6/3/24
Contract Administrator

Content: Rebecca Johnson 06/04/24
Finance Director

Forms: [Signature] 6/17/24
City Attorney

COMMENTS:

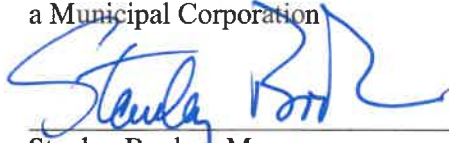
New Contract

Contract: CL24-021 Bulk Fuel Delivery
Vendor(s): Glenn Oil Company

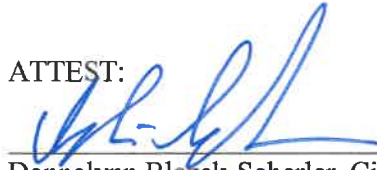
CITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this
11th day of JUNE, 2024.

The City of Lawton, Oklahoma
a Municipal Corporation

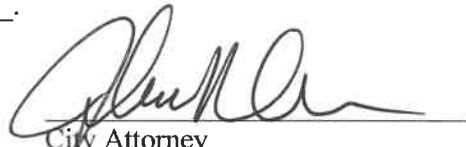

Stanley Booker, Mayor

ATTEST:


Donnalynn Blazek-Scherler, City Clerk

LEGAL REVIEW

APPROVED, as to form and legality on behalf of the City of Lawton on the 17th
day of JUNE, 2024.


City Attorney



City of Lawton
Public Works Department
Equipment Maintenance Division
2215 SW 3rd Street
Lawton, Oklahoma 73501
(580) 581-3415 FAX (580) 581-3543

MEMORANDUM

TO: Financial Services

THRU: Larry Wolcott , Director of Public Works *LSW*

FROM: David Miller Equipment Maintenance Superintendent *DM*

THRU: Colbie Garrett , Contracts Administrator

SUBJECT: Bulk Fuel Delivery

DATE: 17-May-24

Contract Name: **Bulk Fuel Delivery**

Contract Number: **CL24-021**

The following bid recommendation is forwarded for your approval and action as necessary:
Bids were sent to three (3) Vendors and placed on ~~Bid~~ *Synco Bidnet Direct Co*.
Glenn Oil Company was the only vendor to reply to the contract. Glenn Oil Company meets or exceeds all specifications of the Bulk Fuel Delivery
It is recommended that Glenn Oil Company be awarded the contract.

Funding Source:51010

Thank you.

David Miller
Equipment Maintenance Superintendent

I CERTIFY that I have opened, read, and recorded herein all bids received and listed below:

Signature: *Colbie Garrett*

ABSTRACT OF BIDS

CL/RFP Number CL24-021	Page <u>1</u> of <u>5</u>	Bidder Number <u>1</u>
CL/RFP Title Bulk Fuel Delivery	Date Opened: May 15, 2024 -	Glenn Oil Company Chris Glenn 102 SE D Ave Lawton, OK 73501 580-355-5701 Chris@GlennOil.com
Financial Services: Buyer Colbie Garrett	Number of ADDENDA Issued NONE	Addenda Acknowledged N/A
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS.... \$25,000: CONTRACTOR'S CERTIFICATE OF COMPLIANCE	As required Yes Yes Yes	

Abstract of Bids: CL24-021 Bulk Fuel Delivery
Bid Opening Date: May 15, 2024

ATTACHMENT A - BULK and OUTLYING FUEL BOBTAIL FUEL SITES - PRICE SHEET									
Contractor will charge the CITY for bulk fuel in the following quantities based on their actual cost, plus actual freight, any applicable taxes or fees and a PER GALLON margin. The margin price quoted shall be firm for the term of this contract. (Potential Contractors are to enter in the space provided below, the per gallon margin bidding for the type of fuel listed).									
PREVIOUS USAGE:		Bulk Public Works Yard	Bobtail Landfill	Bobtail Lake Ellsworth	Bobtail Lake Lawtonka	Bobtail Medicine Park WTP	Bobtail Wastewater Treatment Plant		
7-1-22 thru 6-30-23	TANK SIZES	8,000 Dsl 12,000 Unl	4000 Dsl	2,100 Unl 1,200 Dsl	2,100 Unl 1,200 Dsl	400 Unl 300 Dsl	500 Unl 500 Dsl		
	PRODUCT								
USAGE UNLEADED	Unleaded, 87 octane up to 2500 gallons	.03		.45	.45				
212,517 GALLONS	Unleaded, 87 octane 2501 to 4500 gallons	.03							
	Unleaded, 87 octane 4501 to 8500 gallons	.03							
	Unleaded, w/10% Ethanol 87 octane up to 2500 gallons	.03		.42	.45	.45	.45		
	Unleaded, w/10% Ethanol 87 octane 2501 to 4500 gallons	.03							
	Unleaded, w/10% Ethanol 87 octane 4501 to 8500 gallons	.03							
USAGE ULSD	Ultra Low Sulfur Diesel (ULSD) - up to 2500 gallons	.27							
241,367 GALLONS	Ultra Low Sulfur Diesel (ULSD) - 2501 to 4500 gallons	.03							
	Ultra Low Sulfur Diesel (ULSD) - 4501 to 8500 gallons	.03							
	Dyed Red Ultra Low Sulfur Diesel (ULSD) - up to 2500 gallons	.03	.28	.42	.45	.45	.45		
	Dyed Red Ultra Low Sulfur Diesel (ULSD) - 2501 to 4500 gallons	.03							
	Dyed Red Ultra Low Sulfur Diesel (ULSD) - 4501 to 8500 gallons	.03							
	Allowable Charges, supplier to indicate if price other than specified	0							
	Pump Off charge	0							
	Excessive delay Charge	0							
	Back haul charge	0							
	Same day delivery	0							

Glenn Oil Company Bid

Abstract of Bids: CL24-021 Bulk Fuel Delivery
 Bid Opening Date: May 15, 2024

ATTACHMENT B - BOBTAIL EMERGENCY GENERATOR FUEL - PRICE SHEET (CONTINUATION)							
Contractor will charge the CITY for bobtail fuel in the following quantities based on their actual cost, plus actual freight, any applicable taxes or fees and a PER GALLON margin. The margin price quoted shall be firm for the term of this contract. (Potential Contractors are to enter in the space provided below, the per gallon margin bidding for the type of fuel listed). EMERGENCY GENERATORS MAY REQUIRE TANKS TO BE FILLED TWICE A DAY DEPENDING ON THE EMERGENCY.							
	SEE ATTACHMENT E FOR ADDRESSES	NE Cache Pump Station 2	MP Pump Station 4	City Hall	Airport Fire Station 2		
	TANK SIZES	1,200 Dsl	1,000 Dsl	2,700 Dsl	2,000 Dsl		
ULSD	PRODUCT						
	Ultra Low Sulfur Diesel (ULSD) - up to 2500 gallons						
	Dyed Red Ultra Low Sulfur Diesel (ULSD) - up to 2500 gallons	.45	.45	.45	.45		
	Allowable Charges, supplier to indicate if price other than specified						
	Pump Off charge						
	Excessive delay Charge						
	Back haul charge						
	Same day delivery						

Glenn Oil Company Bid

Abstract of Bids: CL24-021 Bulk Fuel Delivery
Bid Opening Date: May 15, 2024

ATTACHMENT C – MISCELLANEOUS CHARGES							
		Public Works Yard	Landfill	Lake Ellsworth	Lake Lawtonka	Medicine Park WTP	Wastewater Treatment Plant
	CHARGES"						
	Identify ANY cost, charges, fees or assessments that are not listed above. Please indicate no other charges by entering a "NO MISC. CHARGES" statement.						
	If charges apply , please detail each, one item per line, with actual cost involved. Indicate "N/A" if you do not provide this service or not charge for an item listed above. Do not leave any blank spaces.						
	Base freight rate from Ardmore or OKC ranges from 10-11 cents per gallon. Our cost of freight would be passed to the City of Lawton at -0- margin.						

This quote does not reflect the applicable taxes/fees that are currently in effect. All of the government fees range from .0165 - .0172 per gallon. Taxes and fees are subject to change should the State or Federal Government make a modification.

Glenn Oil Company Bid

Abstract of Bids: CL24-021 Bulk Fuel Delivery
Bid Opening Date: May 15, 2024

City of Lawton

INVITATION TO BID AND CONTRACT

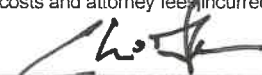
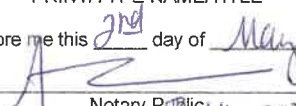
MAIL OR DELIVER SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Colbie.Garrett@lawtonok.gov QUESTIONS REGARDING BID: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Bid Typed: April 29, 2024	Dates Bid Advertised: April 30, 2024	No Bids Received After: May 15, 2024 2:00pm	
Contract Number and Title: CL24-021 Bulk Fuel Delivery		Requirements-type Contract:	Contract Period: July 1 2024-June 30, 2025
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: GLENN OIL COMPANY		Reason for No Bid:	
Mailing Address: 102 SE D AVE.		Terms: NET 30	
City: LAWTON State: OK Zip: 73501		Delivery:	
Area Code and Phone Number: 580-355-5701		Email Address: CHRIS@GLENN OIL.COM	
Federal Employer Identification Number or Social Security Number 73-0724496			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF OKLAHOMA COUNTY OF COMANCHE
CHRIS GLENN of lawful age, being first duly sworn, on oath says that:

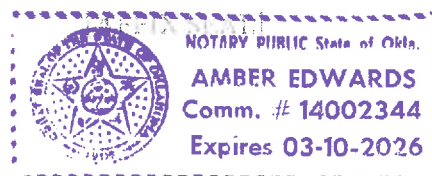
1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, 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: GLENN OIL COMPANY
Address: 102 SE D AVE
LAWTON, OK, 73501
(City, State, Zip)
Phone: 580-355-5701

x 
SIGNATURE OF AUTHORIZED AGENT
CHRIS GLENN
PRINT/TYPE NAME/TITLE
Subscribed & sworn before me this 2nd day of May, 2024

Notary Public
My Commission expires: 3/10/2026

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11

FORM REVISED 2/14/22



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 in firm 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 place 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.

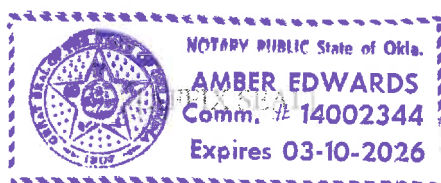
- b. The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
 - c. In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor 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 Oklahoma
COUNTY OF Cherokee SS

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.



GLENN OIL COMPANY
Business Name / Contractor Name

Signed [Signature]
Print : x CHRIS GLENN

Attested to before me this 2nd day of May 2021.

[Signature]
Notary Public

My Commission Expires 3-10 2026.

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 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

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

05/07/2024

Date

MARK GLENN

Name of Contractor (Print)

Mark Glenn

Signature, Member of Firm or Officer of Corporation

Owner, Manager

Title

"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.

1. RE: Solicitation/Bid Number: CL24-021

Issue Date: April 30, 2024

Closing Date: May 15, 2024 2:00 pm ("CDT")

Bulk Fuel

Suppliers Note: All inquiries must be submitted in the form of questions or requests for clarification. Such questions or request for clarification must be submitted in writing via e-mail: david.miller@lawtonok.gov on or before 1:00 PM ("CDT") May 10, 2024. Questions must reference the identifying Bid Number. **Bids received after the closing date and time, will not be accepted. Bid Opening will be held at 2:00pm ("CDT") at City Hall, 212 SW 9th Street Lawton, OK in the 2nd floor conference room.**

2. Bidder General Information:

FEI / SSN: 73-0724496 VEN ID: _____

3. Bidder Contact Information: Address:

Company Name: GLENN OIL COMPANY
City: LAWTON State: OK Zip Code: 73501
Contact Name: CHRIS GLENN
Contact Title: MANAGER
Phone #: 580-355-5701 FAX#: _____
Email: CHRIS@GLENNOIL.COM Website: GLENN OIL . COM

4. Oklahoma Sales Tax Permit:

YES – Permit #: ~~1268400128~~ 10010786-05 MG
NO – Exempt pursuant to Oklahoma Laws or Rules

5. Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

☒ YES – include a certificate of insurance with the bid "Attached"

NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

A. GENERAL PROVISIONS

A.1 Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental.
- A.1.2. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a Solicitation;
- A.1.4. "Solicitation" means a request or invitation by the City Finance Director for a supplier to submit a priced offer to sell acquisitions to the city. A solicitation may be an invitation to bid, request for proposal, or a request for quotation;
- A.1.5. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to city agencies.

A.2 Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the City of Lawton City Clerk's Office in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", COLFORMPurchasing-001, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the City of Lawton Purchasing Policy Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3 Solicitation Amendments

- A.3.1. If an "Amendment of Solicitation", COL Form Purchasing-002, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The City of Lawton City Clerk must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Finance Department.

- A.3.3. It is the Bidder's responsibility to check with the City of Lawton Purchasing Agent frequently for any possible amendments that may be issued. The City of Lawton Purchasing Agent is not responsible for a bidder's failure to obtain any amendment documents required to complete a solicitation.

A.4 Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the City of Lawton City Clerk's Office with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
- A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6 Bid Opening

Sealed bids shall be opened by the City of Lawton City Clerk and Financial Services Buyer at the City Hall, 212 SW 9th Street, Third Floor Conference Room, Lawton, Oklahoma, 73501 at the time and date specified in the solicitation as Response Due Date and Time.

A.7 Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the City of Lawton Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Finance Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The Finance Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8 Late Bids

Bids received by the City Clerk after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9 Legal Contract

A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the City Council, shall constitute a contract.

A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of preference: A.9.2.1. Purchase order, as amended by Change Order (if applicable);

A.9.2.2. Solicitation, as amended (if applicable); and

A.9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10 Pricing

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11 Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12 Clarification of Solicitation

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Purchasing Contracting Officer specified in the solicitation.

A.12.2. If a bidder fails to notify the City of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the City prior to the closing date.

A.13 Rejection of Bid

The City reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the City.

A.14 Award of Contract

A.14.1. The City Council may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the City to be in the best interest of the City of Lawton Oklahoma.

A.14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.

A.15 Contract Modification

- A.15.1. The Contract is issued under the authority of the City Mayor who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the City Mayor.
- A.15.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City Council in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.16 Delivery, Inspection and Acceptance

- A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the City at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The City assumes no responsibility for goods until accepted by the City at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Purchasing Division.

A.17 Invoicing and Payment

- A.17.1. Invoices will be paid in arrears after products have been delivered or services provided.
- A.17.2. Interest on late payments made by the City of Lawton Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

A.18 Tax Exemption

City agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.19 Audit and Records Clause

- A.19.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the City, the successful bidder(s) agree any pertinent City, State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.19.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.20 Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the City Council or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the City may terminate its obligations under the Contract if sufficient appropriations are not made by the City Council or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.21 Choice of Law

- Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.22 Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Comanche County, Oklahoma.

A.23 Termination for Cause

- A.23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the City Council. The City may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.23.2. The City may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the City Finance Director determines that an administrative error occurred prior to Contract performance.
- A.23.3. If the Contract is terminated, the City shall be liable only for payment for products and/or services delivered and accepted.

A.24 Termination for Convenience

- A.24.1. The City may terminate the Contract, in whole or in part, for convenience if the Finance Director determines that termination is in the City's best interest. The City Finance Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the Finance Director.
- A.24.2. If the Contract is terminated, the City shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.25 Insurance

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Finance Department and the procuring agency with evidence of such insurance and renewals.

A.26 Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the City of Lawton Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the City of Lawton Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to city employees.

A.27 Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

A.28 Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.29 Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1 Contract Period

The contract is for a one year period commencing from Date of Award through one year. The contract may be renewed for up to 2 successive one year periods.

B.2 Type of Contract

This is an indefinite quantity contract. Services outlined in this contract shall be performed on an as needed basis.

B.3 Authorized Users

Offers shall cover requirements during the specified period for the City of Lawton.

B.4 Extension of Contract

B.4.1. The City may extend the term of this contract up to 90 days if mutually agreed upon by both parties in writing.

B.5 Contract Priority

B.5.1. This Contract is a Requirements Contract.

B.6. Ordering

B.6.1. Any supplies and/or services to be furnished under this contract may be ordered by issuance of written purchase orders by city agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

B.7 Prompt Payment Discounts

B.7.1. Discounts for prompt payment will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

B.8 Gratuities

B.8.1. The right of the successful supplier to perform under this contract may be terminated by written notice if the Finance Director determines that the successive supplier, or its agent or another representative offered or gave a gratuity (e.g. an entertainment or gift) to an officer, official or employee of the City Finance Department.

B.9 Proposal Conformity

B.9.1. By submitting a response to this solicitation, the supplier attests that the supplies or services conform to specified contract requirements.

B.10 Oral Agreements

B.10.1. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the RFP or the resultant contract. All modifications to the contract must be made in writing by the Central Purchasing Division.

B.11 Notice of Award

B.11.1. Notice of award letter resulting from this RFP will be furnished to each successful vendor and shall result in a binding contract without further action by either party. It shall be the successful vendor's responsibility to reproduce and distribute copies to all authorized dealers listed in your RFP response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of the City Finance Department.

B.12 Contractor Invoices

- B.12.1.** The vendor shall be paid upon submission of proper certified invoices to the ordering agency 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 submitting a proposal shall be the only office authorized to receive orders, invoice and receive payment. If the Vendor wishes to ship or provide service from a point other than the address listed on the face of the RFP, the Vendor will furnish a list of these locations. No ordering or invoicing will be done at these locations.
- B.12.2.** Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.
- B.12.3.** In cases of partial delivery the city may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

B.13 Warranty

The Successful supplier agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Lawton by any other clause of this contract.

B.14 Contract Usage Reporting Requirements.

- B.14.1.** Contractor's Report of Sales: Reports shall provide the amounts sold to the City of Lawton.
- B.14.2.** The vendor should submit reports quarterly. If quarterly, the report shall be received within 30 calendar days following the reporting period described herein.
- B.14.3.** The template in Excel format for the report will be provided after the contract is awarded. Specifically, the data fields to be reported for each item purchased are:
- B.14.3.1.** Name of Agency
 - B.14.3.2.** Purchase Order Number
 - B.14.3.3.** Order date
 - B.14.3.4.** Invoice number
 - B.14.3.5.** Invoice date
 - B.14.3.6.** Product Description
 - B.14.3.7.** Quantity of UOM Ordered
 - B.14.3.8.** Unit Price
 - B.14.3.9.** Extended Price
- B.14.4.** Reports shall be submitted quarterly regardless of quantity.
- B.14.5.** Usage Reports shall be sent electronically to: david.miller@lawtonok.gov within 30 calendar days upon completion of performance quarter period cited below.
- B.14.6.** Contract quarterly reporting periods shall be:
- January 1 through March 31
 - April 1 through June 30
 - July 1 through September 30
 - October 1 through December 31
- B.14.7.** Failure to provide usage reports shall result in cancellation or suspension of contract.

B.15 Energy Conservation

- B.15.1.** Oklahoma is an energy conservation State and we welcome any comments on your Proposal that would indicate energy savings.

B.16 Conflict of Interest

B.16.1. The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All suppliers must disclose within the proposal the name of any officer, director or agency who is also an employee of the City of Lawton. Further, all suppliers must disclose the name of any City Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the suppliers firm or any of its branches.

B.17 Patents and Royalties

B.17.1. The supplier, without exception, shall indemnify and save harmless the City of Lawton and its employees 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 supplier uses

B.18 Product Availability

B.19.1. Product offered must be current and available for general marketing purposes at the opening of this solicitation. Supplier must use best effort to assure product availability through duration of contract period.

C. SOLICITATION SPECIFICATIONS

C.1 Definitions of Terms:

"AST" shall mean Aboveground Storage Tanks

"AUTOMETERING" shall mean Device added to AST & UST to notify end user of fuel tank levels with reordering capabilities.

"CPM" shall mean Cost per mile

"FREIGHT" shall mean Cost of delivery to bulk storage facilities by a carrier from FOB to destination. Tanker and/or Bobtail actual freight.

"FUEL MARKUP" shall mean the contractor's price to cover cost associated with providing Fuel to City facilities

"OPIS" shall mean Oil Price Information Service, an industry benchmark for pricing fuel

"RETAIL" shall mean Fuel and/or maintenance locations who accept the Suppliers card for payment at specific facilities

"UST" shall mean Underground Storage Tanks

C.2 Mandatory Requirement:

The supplier submitting a response to this Solicitation shall be registered with the IRS as an Ultimate Vendor according to the American Jobs Creation Act 2004 (AJCA), Section 865 Taxable Fuel Refunds for certain Ultimate Vendors. . IRS Form 637 must be filed with the IRS. Suppliers shall submit with their response a copy of the IRS approval letter or response will be deemed non responsive and rejected. The response should contain at a minimum the following information: Registration number and activity letter (the suffix).

C.3 Scope of Work

This contract is to provide Fuel for City Agencies in Lawton Oklahoma. The City seeks to improve quality and efficiency of services delivered, improve Customer Service and reduce cost. Fuel will be available to all eligible city agencies. The city's current usage of Bulk Fuel for the past fiscal year is 212,517 Gallons Unleaded and 241,367 Gallons of Diesel. The Contract must efficiently provide Fuel to meet the requirements of the City as indicated below:

Bulk - Supplier shall provide optional access to wholesale fuels at pre bid margins by gallon increments a plus (+) or minus (-) gallon variance for the purchase of bulk fuel will be allowed due to temperature

variances and shrinkage. This will allow the city to pay for the exact amount of fuel delivered. Supplier's procedures, personnel names and telephone numbers must be listed under this section.

C.4 Fuel Pricing.

Fueling pricing must be the wholesale price of fuel. Fuel prices from OPIS are listed for terminals, by regions, in reports called a PADD Report. The City of Lawton uses terminals listed in the PADD 2 Report. The Fuel Markup will be for the selected terminals as posted in the PADD2 report included in the OPIS Weekly Newsletter Thursday's Closing Average.

Fuel Terminals: Price will be determined using the OPIS average price for the closest appropriate terminal, on the date of delivery to the Customer, regardless of when or where the Contractor actually obtained Fuel. The following terminals are used to refer to the OPIS average prices:

- Ardmore
- Enid
- Oklahoma City
- Ponca City
- Tulsa
- Wynnewood

C.5 Fuel Markup.

C.5.1 The Contractor shall provide a Fuel Markup to cover all costs associated with the purchase of Fuel products. Fuel Markups may differ by product. The Fuel Markup shall be on a price per gallon basis.

C.5.2. The Contractor will provide a single Fuel Markup to cover the purchase of Fuel for the following Fuel Locations as a basis for determining Fuel costs for Authorized Users. The Fuel Markup may be different based on the type of fleet referenced, Bulk or Bobtail Deliveries.

C.5.3. Markups will be established for each type of Fuel based on the minimum delivery requirements as detailed in Section H.

C.5.4. Markup may differ based on how much fuel is required and the actual type of Fuel ordered. Markup for Fuel shall be on a price per gallon basis.

C.6 Fuel Delivery

C.6.1. Delivery of Fuel: Fuel is to be delivered to the Customer's tank(s) within 48 hours after telephone notification is received unless specified otherwise by the Customer. The City prefers that vehicles equipped with meters make delivery. If non-metered vehicles are used, the driver shall leave a metered loading report from the terminal with the Customer. If temperature corrected billing is used, the loading report shall give all pertinent information. Customer may be subject to a service charge if request is for same day delivery. This charge is listed in section H.

C.6.2. Contractor shall supply and transport to fuel locations throughout the City delivery via transport (tanker) and tank wagon (bobtail) of unleaded gasoline (87 Octane no ethanol, unleaded w/10% ethanol, ultra-low sulfur diesel, dyed ultra low sulfur diesel and no Bio Diesel. Contractor shall use the appropriate vehicle to accommodate the agencies site limitations.

C.6.3. Scheduled delivery service is for delivery of Fuel by the Contractor to the Customer's tank(s) under the time frame as agreed upon by the Contractor and Customer.

C.7 Fuel Costs

C.7.1. Fuel costs will be determined based on the whole price of fuel as listed by OPIS, Fuel product purchased; plus the Contractor's Fuel Markup, plus freight and all applicable taxes and/or petroleum associated fees allowed.

- C.7.2.** All applicable taxes will be exempt from the Fuel costs. This tax exemption will be excluded from the Fuel costs and disclosed on the Authorized User's invoice.
- C.7.3.** The invoice price shall reflect the actual date of delivery.
- C.7.4.** Allowable Charges:
- C.7.4.1.** Freight charges will apply on all transport delivery as defined in section C.6.2 or to the actual gallons delivered.
- C.7.4.2.** Pump off charge for Transport Delivery, \$20.00 may be charged more than once if Transport Delivery truck is required to relocate to deliver to additional tanks. Maximum pump off charge \$50.00 per transport delivery.
- C.7.4.3.** Excessive delay charge if Contractor has to wait more than 30 minutes for Fuel delivery. Will be charged \$5.00 per 15 minimum increments past the initial 30 minutes.
- C.7.4.4.** Back haul charge if customer orders more than tanks can hold.
- C.7.4.5.** Same day delivery.

C.8. Fuel Locations:

- C.8.1.** Fuel Sites: All customer tanks shall be properly equipped to enable Contractor to safely deliver Fuel. The Contractor shall notify Customer of all situations that may be deemed unsafe. A contractor may refuse to delivery Fuel to an unsafe Fuel site until the safety issue is resolved. A back haul charge may apply if a Contractor attempts to delivery Fuel and the Fuel site is deemed unsafe.
- C.8.2.** Accessibility: The customer shall be responsible for having proper equipment installed. Customer shall work with Contractor making a delivery to assure that the Contractor has proper accessibility to all tanks being fueled. Customer may be subject to an excessive delay charge if Contractor has to wait more than 30 minutes to begin Fuel delivery.
- C.8.3.** Before unloading of Fuel begins, customer personnel and Contractor Personnel shall measure the Customer's tank(s) to receive fuel and shall again measure the tank(s) after delivery. Customer may be subject to a back haul charge if the Customer orders more Fuel than the Customer's tank(s) can hold upon delivery and a portion of the Fuel ordered has to be returned.
- C.8.4.** Fault and Responsibility: The party at fault will be responsible for all direct costs incurred to correct a problem. Problems may include but not limited to miss orders by Customer, Fuel spills, delivering wrong Fuel to Customer by Contractor, cross-fueling by Contractor at Customer's facility, etc.

D. EVALUATION

This contract will be awarded on the basis of best value criteria. The evaluation factors will include and be scored on the basis of cost and past performance information.

D.1 Cost Evaluation:

- D.1.1.** The product pricing used in evaluation for fuel procured for the City will be the Oklahoma price listed in the OPIS PADD2 report for Monday May 6, 2024 (the Monday a week preceding the RFP due date). See spreadsheets – ATTACHMENT A, B & C.

D.2 References/Past Performance:

- D.2.1.** Suppliers shall submit information on at least three and not more than five past and current contracts. The references will be used to demonstrate the supplier's ability to supply fuel to all

authorized entities. It is mandatory that the supplier provide all the required information. Suppliers may not use members of the City Finance Department staff directly involved in the evaluation process as references. Suppliers are required to furnish Past Performance Information as described in Attachment D.

- D.2.2.** Respondents must prepare and submit a Reference List (Attachment D, Section one), Customer Surveys (Attachment D, Section two), and Past Performance Information Scores (Attachment D, Section 3) as outlined in the Past Performance Information Guide (Attachment D). Failure to obtain a PPI score for the evaluation may jeopardize your Proposal's competitiveness.
- D.2.3.** Customer (Non Government) References - The Supplier must provide at least three (3), but no more than five (5) customer references. It is mandatory that the references be for customers to whom services were provided within two (2) years.
- D.2.4.** Government References - Provide references of a minimum of two (2) and not more than five (5) State or other government entities in the United States, where the supplier provides or within the last twelve (12) months provided services of similar size and scope to the effort being proposed.

D.3 Negotiations

- D.3.1.** The supplier is advised that under the provisions of this Request for Proposal, the City Financial Services Division reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations.
- D.3.2.** The City may negotiate if deemed necessary, and will determine the scope and subject of any negotiations. However, the Supplier should not expect that the City will negotiate to give the Supplier an opportunity to strengthen its proposal. Therefore, the Supplier must submit its best offer based on the terms and condition set forth in this solicitation. If such negotiations are conducted, the following conditions shall apply.
- D.3.3.** Negotiations may be conducted in person, in writing, or by telephone.
- D.3.4.** Negotiations will only be conducted with potentially acceptable proposals. The Financial Services Division reserves the right to limit negotiations to those proposals that received the highest rankings during the initial evaluation phase. All suppliers involved in the negotiation process will be invited to submit a best and final offer.
- D.3.5.** Terms, conditions, prices, methodology, or other features of the supplier's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the supplier may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- D.3.6.** The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the City Financial Services Division determines that a change in such requirements is in the best interest of the City of Lawton Oklahoma.
- D.3.7.** Based on the cities policy on Local vendor purchasing preferences, Local Vendors will be allowed a 5% preference over vendors not headquartered within the City Limits.

E. INSTRUCTIONS TO SUPPLIER

E.1 Introduction

Prospective firms are urged to read this solicitation carefully. Failure to do so will be at the firm's risk. Provisions, terms and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The respondent is cautioned that the requirements of this solicitation can be altered only in a written amendment approved by Financial Services Division and that verbal communications from whatever source are of no effect. In no event shall the respondent's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award. Failure to do so will be at the respondent's risk.

E.2 Submission of Responses

- E.2.1.** All inquiries must be submitted in the form of questions or requests for clarification. Such questions or requests for clarification must be submitted in writing via e-mail: david.miller@lawtonok.gov and received on or before 1:00 p.m. ("CDT"), on May 10, 2024. Questions must reference the identifying solicitation number.
- E.2.2.** Questions or requests for clarification received by telephone or by fax or received after the above date and time will not be accepted, reviewed or responded to.
- E.2.3.** Suppliers who need clarification shall contact David Miller via e-mail: david.miller@lawtonok.gov. Oral explanations or instructions given before proposal opening will not be binding. Any information given a supplier concerning a solicitation will be provided promptly to all other suppliers as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other suppliers.
- E.2.4.** Contractors who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Financial Services Division. To be considered, a request for review must be received no later than the due date and time for submission of questions. The Financial Services Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

E.3 Preparation of Proposals.

- E.3.1.** Suppliers should only quote on the specific service or services you offer according to the requirements stated within this document. Suppliers are expected to examine the solicitation, statement of work, instructions, and all amendments. Failure to do so will be at the supplier's risk.
- E.3.2.** Unit price shall be entered on the form provided or a copy thereof.
- E.3.3.** The City reserves the right to accept by item, groups of items or by the total proposal.
- E.3.4.** All costs related to the preparation of this solicitation and any related activities are the sole responsibility of the supplier. Financial Services Division assumes no liability for any cost incurred by the supplier in the preparation of their solicitation response.

F. CHECKLIST

None

G. OTHER

Attachment A – BULK and OUTLYING FUEL SITE BOBTAIL FUEL - PRICE SHEET

Attachment B – BOBTAIL EMERGENCY GENERATOR FUEL - PRICE SHEET

Attachment C – Miscellaneous

Attachment D – Past performance Information

Attachment E – City Fuel Site Addresses

H. PRICE AND COST

- H.1 BULK FUEL, WHOLESALE – SECTION ONE - SEE SPREADSHEET – ATTACHMENT A**
CONTRACTOR will charge the CITY for bulk fuel in the following quantities based on their actual cost, plus actual freight, any applicable taxes or fees and a PER GALLON margin of: (suppliers are to enter in the space provided, the per gallon margin bidding for the types of fuel listed.
- H.2 Emergency Generator SECTION TWO - SEE SPREADSHEET – ATTACHMENT B**
- H.2.1.** Indicate "N/A" if you do not provide this service. Do not leave any blank spaces.
- H.2.2.** Identify ANY cost, charges, fees or assessments that are not listed below. Please indicate no other charges by entering a "NO MISC. CHARGES" statement.
- H.2.3.** If charges apply, please detail each, one item per line, with actual cost involved. Indicate "N/A" if you do not provide this service. Do not leave any blank spaces.
- H.2.4.** ADD BEST PRICING OPTIONS (pricing alternatives). Attach a separate sheet if necessary, clearly marked "Best Pricing Options".
- H.3 MISCELLANEOUS – SECTION THREE - SEE SPREADSHEET – ATTACHMENT C**
- H.2.1.** Indicate "N/A" if you do not provide this service. Do not leave any blank spaces.
- H.2.2.** Identify ANY cost, charges, fees or assessments that are not listed below. Please indicate no other charges by entering a "NO MISC. CHARGES" statement.
- H.2.3.** If charges apply, please detail each, one item per line, with actual cost involved. Indicate "N/A" if you do not provide this service. Do not leave any blank spaces.
- H.2.4.** ADD BEST PRICING OPTIONS (pricing alternatives). Attach a separate sheet if necessary, clearly marked "Best Pricing Options".
- H.4 See attached spreadsheets**
- H.5 Spreadsheets are also available by email in excel format upon request.**

ATTACHMENT A - BULK and OUTLYING FUEL BOBTAIL FUEL SITES - PRICE SHEET

Contractor will charge the CITY for bulk fuel in the following quantities based on their actual cost, plus actual freight, any applicable taxes or fees and a PER GALLON margin. The margin price quoted shall be firm for the term of this contract. (Potential Contractors are to enter in the space provided below, the per gallon margin bidding for the type of fuel listed).

PREVIOUS USAGE:		Bulk Public Works	Bobtail Landfill	Bobtail Lake Ellsworth	Bobtail Lake Lawtonka	Bobtail Medicine Park WTP	Bobtail Wastewater Treatment Plant
7-1-22 thru 6-30-23	TANK SIZES	8,000 Dsl 12,000 Unl	4000 Dsl	2,100 Unl 1,200 Dsl	2,100 Unl 1,200 Dsl	400 Unl 300 Dsl	500 Unl 500 Dsl
	PRODUCT						
USAGE UNLEADED	Unleaded, 87 octane up to 2500 gallons	.03		.45	.45	.45	
212 517 GALLONS	Unleaded, 87 octane 2501 to 4500 gallons	.03					
	Unleaded, 87 octane 4501 to 8500 gallons	.03					
	Unleaded, w/10% Ethanol 87 octane up to 2500 gallons	.03		.42	.45	.45	.45
	Unleaded, w/10% Ethanol 87 octane 2501 to 4500 gallons	.03					
	Unleaded, w/10% Ethanol 87 octane 4501 to 8500 gallons	.03					
USAGE ULSD	Ultra Low Sulfur Diesel (ULSD) - up to 2500 gallons	.27					
241,367 GALLONS	Ultra Low Sulfur Diesel (ULSD) - 2501 to 4500 gallons	.03					
	Ultra Low Sulfur Diesel (ULSD) - 4501 tp 8500 gallons	.03					
	Dyed Red Ultra Low Sulfur Diesel (ULSD) - up to 2500 gallons	.03	.28	.42	.45	.45	.45
	Dyed Red Ultra Low Sulfur Diesel (ULSD) - 2501 to 4500 gallons	.03					
	Dyed Red Ultra Low Sulfur Diesel (ULSD) - 4501 tp 8500 gallons	.03					
	Allowable Charges, supplier to indicate if price other than specified	0					
	Pump Off charge	0					
	Excessive delay Charge	0					
	Back haul charge	0					
	Same day delivery	0					

ATTACHMENT B - BOBTAIL EMERGENCY GENERATOR FUEL - PRICE SHEET

Contractor will charge the CITY for bobtail fuel in the following quantities based on their actual cost, plus actual freight, any applicable taxes or fees and a PER GALLON margin. The margin price quoted shall be firm for the term of this contract. (Potential Contractors are to enter in the space provided below, the per gallon margin bidding for the type of fuel listed). EMERGENCY GENERATORS MAY REQUIRE TANKS TO BE FILLED TWICE A DAY DEPENDING ON THE EMERGENCY.

	SEE ATTACHMENT E FOR ADDRESSES	E911 Center	Public Safety	MP Water Treatment Plant	SE Water Treatment Plant	Waste Water Treatment Plant	<i>Atlanta</i> Pump Station 1
	TANK SIZES	1,700 Dsl	2,000 Dsl	3,000 Dsl	2,700 Dsl	2,000 Dsl	1,300 Dsl
	PRODUCT						
ULSD	Ultra Low Sulfur Diesel (ULSD) - up to 2500 gallons						
	Dyed Red Ultra Low Sulfur Diesel (ULSD) - up to 2500 gallons	<i>.45</i>	<i>.35</i>	<i>.45</i>	<i>.35</i>	<i>.35</i>	<i>.45</i>
	Allowable Charges, supplier to indicate if price other than specified						
	Pump Off charge						
	Excessive delay Charge						
	Back haul charge						
	Same day delivery						

ATTACHMENT B - BOBTAIL EMERGENCY GENERATOR FUEL - PRICE SHEET (CONTINUATION)

Contractor will charge the CITY for bobtail fuel in the following quantities based on their actual cost, plus actual freight, any applicable taxes or fees and a PER GALLON margin. The margin price quoted shall be firm for the term of this contract. (Potential Contractors are to enter in the space provided below, the per gallon margin bidding for the type of fuel listed). EMERGENCY GENERATORS MAY REQUIRE TANKS TO BE FILLED TWICE A DAY DEPENDING ON THE EMERGENCY.

	SEE ATTACHMENT E FOR ADDRESSES	<i>NE Cache</i> Pump Station 2	<i>MP</i> Pump Station 4	City Hall	<i>Airport</i> Fire Station 2		
	TANK SIZES	1,200 Dsl	1,000 Dsl	2,700 Dsl	2,000 Dsl		
	PRODUCT						
ULSD	Ultra Low Sulfur Diesel (ULSD) - up to 2500 gallons						
	Dyed Red Ultra Low Sulfur Diesel (ULSD) - up to 2500 gallons	<i>.45</i>	<i>.45</i>	<i>.45</i>	<i>.45</i>		
	Allowable Charges, supplier to indicate if price other than specified						
	Pump Off charge						
	Excessive delay Charge						
	Back haul charge						
	Same day delivery						

ATTACHMENT C – MISCELLANEOUS CHARGES							
	Public Works Yard	Landfill	Lake Ellsworth	Lake Lawtonka	Medicine Park WTP	Wastewater Treatment Plant	
CHARGES"							
Identify ANY cost, charges, fees or assessments that are not listed above. Please indicate no other charges by entering a "NO MISC. CHARGES" statement.							
If charges apply , please detail each, one item per line, with actual cost involved. Indicate "N/A" if you do not provide this service or not charge for an item listed above. Do not leave any blank spaces.							
Base freight rate from Ardmore to OKC ranges from 10-11 cents per gallon. Our cost of freight would be passed to the City of Lawton at -0- margin.							

This quote does not reflect the applicable taxes/fees that are currently in effect. All of the government fees range from .0165-.0172 per gallon. Taxes and fees are subject to change should the State or Federal Government makes a modification.

Attachment D

Past Performance Information

The PPI submittal has three main criteria:

1. Reference List for supplier
2. Customer Surveys/Survey Questionnaires
3. Past Performance Information Score for each supplier

Reference List Requirements:

- Each supplier must prepare and submit a list of clients that will evaluate their performance. Each supplier is encouraged to only submit highly satisfied references.
- The number of references that can be submitted is a maximum of five (5) and a minimum of three (3) for each organization and a maximum of five (5) and a minimum of two (2) for each government organization. If a company cannot provide references, the past performance evaluation will rate their submitted performance as a zero.
- The reference list must contain different companies. You cannot have multiple people evaluating the same contract.
- The client or buyer must complete the survey (you cannot have other consultants or third parties evaluate your performance).

Survey Questionnaire Requirements:

- Each supplier must prepare, send out, and collect survey questionnaires to each individual listed on the Reference List.
- All returned survey MUST be evaluated AND signed by the client. If a survey is not signed, it will NOT be counted/considered.
- Each Respondent is responsible for making sure that their clients receive the survey, complete the survey, and return the survey.
- All of the returned surveys should be packaged together and submitted with supplier's proposal (the supplier should make a copy of all returned surveys for their own records).

Past Performance Information Score:

- Each supplier will be required to input all of their returned survey scores, and then average all of the responses together (to obtain their overall rating).
- Each supplier will be required to count the total number of returned surveys (to obtain the overall number of returned surveys)
- The City may contact the reference to clarify a survey rating or to check for accuracy. If the reference cannot be contacted, the survey will be deleted and no credit given for that reference. The City may also adjust scores/ratings if the City determines that the criteria/requirements have not been followed.

REFERENCE LIST AND PAST PERFORMANCE INFORMATION SCORE

Name of Supplier: GLENN OIL COMPANY

NO	CLIENT NAME	POINT OF CONTACT	PHONE NUMBER	DATE CONTRACTED	AWARDED COST
1	D.O.D - WMWR	JAMIE WELLS	5805742023		
2	GOODYEAR-LAWTON	CLAY COPELAND	5805316003		
3	WILL ROGERS ^{TXLL} AIRPORT	TIFFANY LAWSON	4053163266		
4	COMANCHE COUNTY CLERK'S OFFICE	HANNAH SIMMONS	5803555214		
5					
6					
7					
8					
9					
10					

No	Criteria	Survey 1	Survey 2	Survey 3	Survey 4	Survey 5	Survey 6	Survey 7	Survey 8	Survey 9	Survey 10	Average
1	Conformance to contract requirements	10	10	10	10							10
2	Maintained good working relationships with customers	10	10	10	10							10
3	Resolution of unforeseen problems	10	10	10	10							10
4	Ability to manage and overall professionalism	10	10	10	10							10
5	Adherence to contract or agreed upon schedules.	10	10	10	10							10
6	Suppliers ability to communicate and document risks on the project	10	10	10	10							10
7	Commitment to customer satisfaction	10	10	10	10							10
8	Overall customer satisfaction	10	10	10	10							10
Overall Average Score:												10
Total Number of Surveys Returned:												4

SURVEY QUESTIONNAIRE

Survey ID

To:

JAMIE WELLS
(Name of person completing survey)

0001

Phone:

580-574-2023

Fax:

DUSTY - WELLS@FWS.GOV

Subject: Past Performance Survey of:

(Name of Contractor)

GLENN OIL COMPANY

(Critical Individuals)

The Owner is implementing a process that collects past performance information on contractors and their key personnel. The firm/individual listed above has listed you as a client for which they have previously performed work on. The Owner appreciates your time in completing this survey. Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. Please rate each of the criteria to the best of your knowledge (you may leave a question blank if you don't have adequate knowledge).

Client Name:

X WMWR

Project Name:

DEPARTMENT OF THE INTERIOR - WMWR

NO	CRITERIA	UNIT	RATING
1	Conformance to contract requirements (Ability to follow the users rules, regulations, and requirements)	(1-10)	10
2	Maintained good working relationships with customers	(1-10)	10
3	Resolution of unforeseen problems	(1-10)	10
4	Ability to manage and overall professionalism (includes responses and prompt payment to suppliers and subcontractors)	(1-10)	10
5	Adherence to contract or agreed upon schedules.	(1-10)	10
6	Suppliers ability to communicate and document risks on the project	(1-10)	10
7	Commitment to customer satisfaction	(1-10)	10
8	Overall customer satisfaction	(1-10)	10
9	Is the project completed? (has the firm/individual completed all work required under contract)	(Y/N)	Y/N ongoing contract

Printed Name (of Evaluator)

X JAMIE WELLS Digital signed by JAMIE WELLS Date: 2004.05.07 10:34:31 -0500

Signature (of Evaluator)

X

Thank you for your time and effort in assisting the City of Lawton in this important endeavor.

Please fax the completed survey to (Contractor's fax):

EMAIL: CHRIS@GLENN OIL.COM

SURVEY QUESTIONNAIRE

Survey ID _____

To: Clay Copeland
(Name of person completing survey)

Phone: 580-531-6003 Fax: _____

Subject: Past Performance Survey of: Glenn Oil Company, LLC
(Name of Contractor) MARK Glenn

(Critical Individuals)

The Owner is implementing a process that collects past performance information on contractors and their key personnel. The firm/individual listed above has listed you as a client for which they have previously performed work on. The Owner appreciates your time in completing this survey. Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. Please rate each of the criteria to the best of your knowledge (you may leave a question blank if you don't have adequate knowledge).

Client Name: Goodyear Lawton Project Name: Fuel-OIL-AVGAS

NO	CRITERIA	UNIT	RATING
1	Conformance to contract requirements (Ability to follow the users rules, regulations, and requirements)	(1-10)	10
2	Maintained good working relationships with customers	(1-10)	10
3	Resolution of unforeseen problems	(1-10)	10
4	Ability to manage and overall professionalism (includes responses and prompt payment to suppliers and subcontractors)	(1-10)	10
5	Adherence to contract or agreed upon schedules.	(1-10)	10
6	Suppliers ability to communicate and document risks on the project	(1-10)	10
7	Commitment to customer satisfaction	(1-10)	10
8	Overall customer satisfaction	(1-10)	10
9	Is the project completed? (has the firm/individual completed all work required under contract)	(Y/N)	Y/N

Printed Name (of Evaluator) Clay Copeland Signature (of Evaluator) [Signature]

Thank you for your time and effort in assisting the City of Lawton in this important endeavor.

Please fax the completed survey to (Contractor's fax): [_____]

SURVEY QUESTIONNAIRE

Survey ID

0002

To:

TIFFANY LAWSON

(Name of person completing survey)

Phone:

405-316-3266

FAX: TIFFANY.LAWSON@OKC.GOV

Subject: Past Performance Survey of:

(Name of Contractor)

GLENN OIL COMPANY

(Critical Individuals)

The Owner is implementing a process that collects past performance information on contractors and their key personnel. The firm/individual listed above has listed you as a client for which they have previously performed work on. The Owner appreciates your time in completing this survey. Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. Please rate each of the criteria to the best of your knowledge (you may leave a question blank if you don't have adequate knowledge).

Client Name: XWORLD AIRPORT

Project Name: CITY OF OKLAHOMA CITY

NO.	CRITERIA	SCALE	RATING
1	Conformance to contract requirements (Ability to follow the users rules, regulations, and requirements)	(1-10)	10
2	Maintained good working relationships with customers	(1-10)	10
3	Resolution of unforeseen problems	(1-10)	10
4	Ability to manage and overall professionalism (includes responses and prompt payment to suppliers and subcontractors)	(1-10)	10
5	Adherence to contract or agreed upon schedules.	(1-10)	10
6	Suppliers ability to communicate and document risks on the project	(1-10)	10
7	Commitment to customer satisfaction	(1-10)	10
8	Overall customer satisfaction	(1-10)	10
9	Is the project completed? (has the firm/individual completed all work required under contract)	(Y/N)	Y

Tiffany Lawson

Printed Name (of Evaluator) X

Signature (of Evaluator) X

Land & Property Administrator

Thank you for your time and effort in assisting the City of Lawton in this important endeavor.

Please fax the completed survey to (Contractor's fax):

EMAIL: CHRIS@GLENN OIL . COM

SURVEY QUESTIONNAIRE

Survey ID

0004

To:

Hannah Simmons
(Name of person completing survey)

Phone:

580-355-5214

email: purchasing@
Fax: comanchecountyok.gov

Subject: Past Performance Survey of:

(Name of Contractor)

Glenn Oil Company

(Critical Individuals)

The Owner is implementing a process that collects past performance information on contractors and their key personnel. The firm/individual listed above has listed you as a client for which they have previously performed work on. The Owner appreciates your time in completing this survey. Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. Please rate each of the criteria to the best of your knowledge (you may leave a question blank if you don't have adequate knowledge).

Client Name:

Comanche County
Clerk's Office

Project Name:

Pump Gas Transport Fuels

NO	CRITERIA	UNIT	RATING
1	Conformance to contract requirements (Ability to follow the users rules, regulations, and requirements)	(1-10)	10
2	Maintained good working relationships with customers	(1-10)	10
3	Resolution of unforeseen problems	(1-10)	10
4	Ability to manage and overall professionalism (includes responses and prompt payment to suppliers and subcontractors)	(1-10)	10
5	Adherence to contract or agreed upon schedules.	(1-10)	10
6	Suppliers ability to communicate and document risks on the project	(1-10)	10
7	Commitment to customer satisfaction	(1-10)	10
8	Overall customer satisfaction	(1-10)	10
9	Is the project completed? (has the firm/individual completed all work required under contract)	(Y/N)	Y

Printed Name (of Evaluator)

Hannah Simmons

Signature (of Evaluator)

H Simmons

Thank you for your time and effort in assisting the City of Lawton in this important endeavor.

Please fax the completed survey to (Contractor's fax):

Chris@glennoil.com

Attachment E City Fuel Site Addresses

1. Public Works Bulk Fuel Tanks, 2100 SW 6th Street, Lawton, OK 73501
2. Lake Ellsworth Tanks, 918 NE Bonniefield Road, Elgin, OK 73538
3. Lake Lawtonka Tanks 23510 State Highway 58, Lawton, OK 73507,
4. City Hall Emergency Generator, 212 SW 9th Street, Lawton, OK 73501
5. Public Safety Building Emergency Generator, 100 SW Railroad St, Lawton, OK 73501
6. SE Water Treatment Plant Emergency Generator, 4596 SE 15th Street, Lawton, OK 73501
7. Medicine Park Water Treatment Plant Tanks and Emergency Generator, 82 Lake Drive, Medicine Park, OK 73557
8. Pump Station 1 Emergency Generator, 6711 NW Atlanta Ave, Lawton, OK 73505
9. Pump Station 2 Emergency Generator, 3720 NE Cache Rd, Lawton, OK 73507
10. Pump Station 4 Emergency Generator, Across from Fish Hatchery Highway 49, Medicine Park, OK 73557
11. Comanche County Emergency Comm. Center Emergency Generator, 4500 SW Lee Blvd, Building 900, Lawton, OK 73505
12. Wastewater Treatment Plant Tanks and Emergency Generator, 8104 SE 15th Street, Lawton, OK 73501
13. Lawton City Landfill Bulk Tank, 8902 SW 11th St, Lawton, Ok. 73501
14. Lawton Fire Station 2, Emergency Generator, 2735 Sw. 17th St, Lawton, Ok 73501



GLENOIL01C

JCHAPMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
INSURICA
10 SW 2nd Street
Lawton, OK 73501

CONTACT NAME: Jennifer Chapman, CISR, CIC

PHONE (A/C, No, Ext): (580) 585-4025

FAX (A/C, No): (580) 353-7184

E-MAIL ADDRESS: Jennifer.Chapman@INSURICA.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Acadia Insurance Company

31325

INSURER B : Progressive Direct Insurance Company

16322

INSURER C : CompSource Mutual Insurance Company

36188

INSURER D :

INSURER E :

INSURER F :

INSURED

Glenn Oil Company, LLC
102 SE D Avenue
Lawton, OK 73501

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		9167304-10	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		978049340	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	01011096241	3/1/2024	3/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

City of Lawton
103 S 4TH STREET
Lawton, OK 73505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

CONTRACT EXTENSION FORM

CONTRACT TITLE: Bulk Fuel Delivery
CONTRACT NUMBER: CL24-021

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

1. The contract period is extended to June 30, 2026, by mutual agreement between the undersigned vendor and the City of Lawton, Oklahoma subject to funding availability beyond this fiscal year.
2. All other terms and conditions of the contract or any written modifications thereto remain unchanged.
3. The laws of the State of Oklahoma shall govern this contract.

WITNESS the hands of the parties hereto this 25 day of MAY, 2025

AFFIDAVIT:

STATE OF OKLAHOMA COUNTY OF COMANCHE
I CHRIS GLENN (name of affiant), of lawful age, being first duly sworn, on oath says that:

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

Firm: GLENN OIL CO.
Address: 102 SE D AVE
LAWTON, OK 73501
(City, State, Zip)
Phone: 580-355-5701

Chris Glenn
SIGNATURE OF AUTHORIZED AGENT
CHRIS GLENN, ADMIN
PRINT/TYPE NAME/TITLE
Subscribed & sworn before me this 25 day of April, 2025.
D. Treonne Perkins
Notary Public

D. TREONNE PERKINS
Notary Public, State of Oklahoma
Commission #24009800
My Commission Expires 8/06/2028

My Commission expires: 08/06/2028
City of Lawton, Oklahoma
A Municipal Corporation

ATTEST:

Stanley Booker, Mayor

CITY CLERK

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

CITY ATTORNEY



City of Lawton
Public Works Department
Equipment Maintenance Division
2215 SW 3rd Street
Lawton, Oklahoma 73501
(580) 581-3415 FAX (580) 581-3543

MEMORANDUM

TO: Colbie Garret, Buyer and Contract Administrator
THRU: Michael Watrous , Director of Public Works
FROM: David Miller Equipment Maintenance Superintendent
SUBJECT: Contract Extension, Bulk Fuel Delivery
DATE: 28-Apr-25

Contract Name: Bulk Fuel Delivery
Contract Number: **CL24-021**

It is recommended we extend CL24-021 Bulk Fuel Delivery contract to Glenn Oil Company for an additional year. This company also meets or exceeds all requirements of the RFP specifications.

Funding Source: 51010 Petroleum Products

Thank you.

David Miller
Equipment Maintenance Superintendent

Item Title:

Consider extending the contract (CL24-020) HVAC Services with T&M Solutions, LLC and Miller Noble Heating & Air Conditioning.

Initiator: Larry Parks, Director

Information Source: Colbie Garrett, Buyer

Background:

The CL24-020 HVAC Services contract is currently in effect, with T&M Solutions, LLC, and Miller Noble Heating & Air Conditioning agreeing to extend it under the existing terms, conditions, and processes. Based on the vendors' consistent compliance with all contractual requirements, the department recommends extending the contract for an additional year.

Correlation to the True North Statement:

A well-maintained HVAC system supports businesses and public spaces by creating environments conducive to productivity and engagement. This underscores the City's commitment to fostering a thriving, business-friendly community.

Exhibit:

Department Recommendation, Vendor Extension Form, Original Contract

Key Issues:

Does the City of Lawton wish to extend CL24-020 HVAC Services contract to T&M Solutions, LLC of Duncan, OK and Miller Noble Heating & Air Conditioning of Lawton, OK?

Funding Source:

1005005-51025 Building Maintenance Contractual Maintenance Account

Staff Recommended Council Action:

Extend CL24-020 HVAC Services contract to T&M Solutions, LLC of Duncan, OK and Miller Noble Heating & Air Conditioning of Lawton, OK.

ATTACHMENTS:

1. CL24-020 HVAC Services-Original Contract
2. T&M Solutions Ext. Form Yr 2 - Signed
3. Dept. Memo Yr 2
4. Miller Noble Ext. Form - Signed Yr 2

MAYOR'S SIGNATURE REQUEST

DOCUMENT TITLE: CL24-020 HVAC Services

CITY COUNCIL AUTHORIZATION:

Date Authorized: 6.11.24

Legistar File ID: 24-1649

DOCUMENTS REVIEWED AS TO:

Content: Callie Garrett 6/3/24
Contract Administrator

Content: Rebecca Johnson 06/04/24
Finance Director

Forms: [Signature] 6/17/24
City Attorney

COMMENTS:

New Contract

Contract: CL24-020 HVAC Services
Vendor(s): Miller Noble Heating and Air & T&M Air Solutions

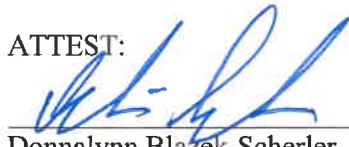
CITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this
11th day of June, 2024.

The City of Lawton, Oklahoma
a Municipal Corporation


Stanley Booker, Mayor

ATTEST:


Donnalynn Blazek-Scherler, City Clerk

LEGAL REVIEW

APPROVED, as to form and legality on behalf of the City of Lawton on the 17th
day of JUNE, 2024.


City Attorney



City of
Lawton

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

MEMORANDUM

To: Kristin N. Huntley, Finance Director
Colbie Garrett, Buyer - Finance

From: Larry Parks, Parks & Recreation Director

Subject: City of Lawton HVAC Services Contract CL24-020

Date: May 28, 2024

After review and consideration, the Parks and Recreation staff recommends that **The City of Lawton HVAC Services Contract (RFPCL24-020)** be awarded to following contractors as our lowest bidders.

Building Group 1	-T & M Solutions Duncan, OK 73534
Building Group 2	-Miller Noble Heating & Air Conditioning Lawton, Ok 73502
Building Group 3	-Miller Noble Heating & Air Conditioning Lawton, Ok 73502
Building Group 4	-T & M Solutions Duncan, OK 73534
Building Group 5	-T & M Solutions Duncan, OK 73534

ABSTRACT OF BIDS

I CERTIFY that I have opened, read, and recorded herein all bids received and listed below:

Signature:

Colbie Garrett

CL/RFP Number CL24-020	Page <u>1</u> of <u>1</u>	Bidder Number <u>1</u>	Bidder Number <u>2</u> Non-Responsive	Bidder Number <u>3</u>
CL/RFP Title HVAC SERVICES	Date Opened: May 22, 2024	T&M Air Solutions Paul Johnson P.O. Box 874 Duncan, OK 73534 580-467-8420 tom@hot-line11c.com	Harrison Energy Partners Walter Pendleton 3100 N Santa Fe Oklahoma City, OK 73118 405-658-8376 wpendleton@harrisonenergy.com	Miller Noble Heating and Air Conditioning Justin Noble P.O. Box 104 Lawton, OK 73502 580-355-1811 noblemechanical@gmail.com
Financial Services: Buyer Colbie Garrett	Number of ADDENDA Issued NONE	Addenda Acknowledged N/A	Addenda Acknowledged N/A	Addenda Acknowledged N/A
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS.....\$25,000: CONTRACTOR'S CERTIFICATE OF COMPLIANCE:		As required Yes Yes Yes	As required Yes No No	As required Yes Yes Yes
		*With 35% Material Markup	*With 25% Material Markup	*With 25% Material Markup
Item No.	Description of Bid Item	Normal Hourly Rate	Normal Hourly Rate	Normal Hourly Rate
1	Building Group #1	\$126.00	\$164.00	No Bid
2	Building Group #2	\$126.00	\$164.00	\$127.50
3	Building Group #3	\$126.00	\$164.00	\$127.50
4	Building Group #4	\$126.00	\$164.00	No Bid
5	Building Group #5	\$126.00	\$164.00	No Bid
		After Hour Rate	After Hour Rate	After Hour Rate
		\$180.00	\$246.00	No Bid
		\$180.00	\$246.00	\$167.50
		\$180.00	\$246.00	\$167.50
		\$180.00	\$246.00	No Bid
		\$180.00	\$246.00	No Bid

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: Colbie.Garrett@lawtonok.gov QUESTIONS REGARDING BID: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Bid Typed: April 26, 2024	Dates Bid Advertised: April 30, 2024	No Bids Received After: May 22, 2024 2:00pm	
Contract Number and Title: CL24-020 HVAC Services		Requirements-type Contract:	Contract Period: July 1, 2024-June 30, 2025
Bid Openings are held at Lawton City Hall 3rd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: MILLER NOBLE HEATING AND AIR CONDITIONING		Reason for No Bid:	
Mailing Address: P.O. Box 104 LAWTON, OK 73502		Terms:	
City: State: Zip: 580 355-1811		Delivery: IN PERSON	
Area Code and Phone Number: 73-1448873		Email Address: noblemechanical@gmail.com	
Federal Employer Identification Number or Social Security Number			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

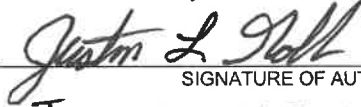
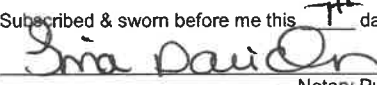
AFFIDAVIT: STATE OF OKLAHOMA COUNTY OF COMANCHE

JUSTIN L NOBLE

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: MILLER NOBLE
 Address: 205 SR D
LAWTON, OK 73501
 (City, State, Zip)
 Phone: 580 355-1811


 SIGNATURE OF AUTHORIZED AGENT
JUSTIN L NOBLE / PRESIDENT
 PRINT/TYPE NAME/TITLE
 Subscribed & sworn before me this 7th day of May, 2024.

 Notary Public
 My Commission expires: 10/03/27

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11

FORM REVISED 2/14/22



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 CONTRACTS ARE REQUIREMENTS-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 OKLAHOMA

SS

COUNTY OF COMANCHE

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.



MILLER NOBLE / JUSTIN NOBLE
Business Name / Contractor Name

Justin L Noble
Signed
Print : JUSTIN L NOBLE

Attested to before me this 7th day of May 2024.

Tina Davidson
Notary Public

My Commission Expires 10/03 2027.

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 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

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.

CL 24-020 HVAC
Contract Number

JUSTIN L NOBLE
Name of Contractor (Print)

5-7-2024
Date

Justin L Noble
Signature, Member of Firm or Officer of Corporation

PRESIDENT
Title

HVAC MAINTENANCE & REPAIR AGREEMENT
BETWEEN CITY OF LAWTON
AND
Miller Noble Heating and Air Conditioning



TABLE OF CONTENTS

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

THIS IS AN AGREEMENT by and between the City of Lawton, A Municipal Corporation in the State of Oklahoma (hereinafter called CITY), and MILLER NOBLE (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 15th 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, 2024, and terminating on June 30, 2025. 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.

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 15th 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 3rd party material/ supply invoices. Failure to submit invoices by the 15th 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 NOT BEDDING THIS BLDG GROUP

Company Name

Authorized Representative's Signature

Contact Phone Number

Printed Name

Title

Building Group #2

MILLER NOBLE
Company Name

580 355-1811
Contact Phone Number

Justin L Noble
Authorized Representative's Signature

JUSTIN L NOBLE
Printed Names

PRESIDENT
Title

Building Group #3

MILLER NOBLE
Company Name

580 355-1811
Contact Phone Number

Justin L Noble
Authorized Representative's Signature

JUSTIN L NOBLE
Printed Name

PRESIDENT
Title

Building Group #4 NOT BIDDING THIS BLDG GROUP

Company Name

Authorized Representative's Signature

Contact Phone Number

Printed Name

Title

Building Group #5 NOT BIDDING THIS BLDG GROUP

Company Name

Authorized Representative's Signature

Contact Phone Number

Printed Name

Title

Attachment 'A'

Bid Number: CL24-020

Bid Title: HVAC Services

Vendor Name: MILLER NOBLE HVAC
(please completed above information)

Price Sheet

(must be completed and returned with the bid)

Area Descriptions	<u>Monthly</u> Cost to Provide Requested Services
Building Group #1 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 _____ %
Building Group #2 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 \$ <u>127.50</u> /hr After Hour Rate \$ <u>167.50</u> /hr Material Mark-Up <u>25</u> %
Building Group #3 Public Works Admin, Survey/Inspector, Animal Shelter, Solid Waste/Streets /Stormwater, Electronic Maintenance, Vehicle Maintenance, Building Maintenance, Park Maintenance, Water Distribution, SSTO/Sewer Construction, WWC/WWM, Sewer Construction, Landfill Equip Maintenance and Scale House	Normal Working Hour Rate \$ <u>127.50</u> /hr After Hour Rate \$ <u>167.50</u> /hr Material Mark-Up <u>25</u> %
Building Group #4 McMahon 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 _____ %
Building Group #5 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	<u>8:00</u> am - <u>5:00</u> pm <u>M-F</u>
---	--

ALL HOLIDAYS ARE AFTER HOUR RATES

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 th Street
Fire Station #3	901 NE Rogers Lane
Fire Station #4	2409 NW Cache Road
Fire Station #5	1 NW 53 rd Street
Fire Station #6	312 SE 45 th Street
Fire Station #7	801 NW 82 nd 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)

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: Colbie.Garrett@lawtonok.gov QUESTIONS REGARDING BID: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Bid Typed: April 26, 2024	Dates Bid Advertised: April 30, 2024	No Bids Received After: May 22, 2024 2:00pm	
Contract Number and Title: CL24-020 HVAC Services		Requirements-type Contract:	Contract Period: July 1, 2024-June 30, 2025
Bid Openings are held at Lawton City Hall 3rd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: T&M Air Solutions LLC		Reason for No Bid:	
Mailing Address: P O Box 874		Terms: Upon Completion	
City: Duncan	State: Ok	Zip: 73534	Delivery: Our Truck
Area Code and Phone Number: 580-467-8420		Email Address: airsolutions42666@gmail.com	
Federal Employer Identification Number or Social Security Number 86-1846476			

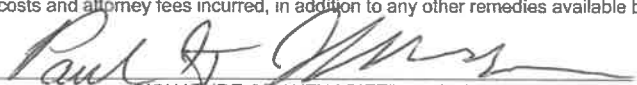
THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: **STATE OF** Oklahoma **COUNTY OF** Comanche

Paul Johnson

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.


 SIGNATURE OF AUTHORIZED AGENT

Firm: T&M Air Solutions LLC

Paul Johnson / Operations Manager

Address: P O Box 874

PRINT/TYPE NAME/TITLE

Duncan Oklahoma 73534

(City, State, Zip)

Phone: 580-475-4946 / 580-467-8420

Subscribed & sworn before me this 22 day of May, 2024.

Amauri Carter
 Notary Public

My Commission expires: 03-04-2028

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11

FORM REVISED 2/14/22

AMAURI CARTER
 Notary Public - State of Oklahoma
 Commission Number 24003034
 My Commission Expires Mar 4, 2028

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 CONTRACTS ARE REQUIREMENTS-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.

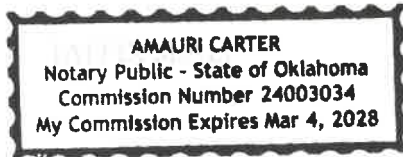
AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma

SS

COUNTY OF Comanche

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.



T&M Air Solutions LLC

Business Name / Contractor Name

Paul Johnson

Signed

Print : Paul Johnson

Attested to before me this 22 day of May 2024.

Amauri Carter
Notary Public

My Commission Expires 03/04/2028 2028.

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 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

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.

CL24-020 HVAC Services
Contract Number

05/22/2024
Date

T&M Air Solutions LLC
Name of Contractor (Print)


Signature, Member of Firm or Officer of Corporation

Operations Manager
Title

HVAC MAINTENANCE & REPAIR AGREEMENT
BETWEEN CITY OF LAWTON
AND
T&M Air Solutions LLC



TABLE OF CONTENTS

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

THIS IS AN AGREEMENT by and between the City of Lawton, A Municipal Corporation in the State of Oklahoma (hereinafter called CITY), and T&M Air Solutions LLC (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 15th 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 15th 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 3rd party material/ supply invoices. Failure to submit invoices by the 15th 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

T&M Air Solutions LLC
Company Name

580-475-4946 / 580-467-8420
Contact Phone Number


Authorized Representative's Signature

Paul Johnson
Printed Name

Operations Manager
Title

Building Group #2

T&M Air Solutions LLC

Company Name

580-475-4946 / 580-467-8420

Contact Phone Number



Authorized Representative's Signature

Paul Johnson

Printed Names

Operations Manager

Title

Building Group #3

T&M Air Solutions LLC
Company Name

580-475-4946
Contact Phone Number


Authorized Representative's Signature

Paul Johnson
Printed Name

Operations Manager
Title

Building Group #4

T&M Air Solutions LLC

Company Name

580-475-4946 / 580-467-8420

Contact Phone Number



Authorized Representative's Signature

Paul Johnson

Printed Name

Operations Manager

Title

Building Group #5

T&M Air Solutions LLC

Company Name

580-475-4946

Contact Phone Number



Authorized Representative's Signature

Paul Johnson

Printed Name

Operations Manager

Title

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 th Street
Fire Station #3	901 NE Rogers Lane
Fire Station #4	2409 NW Cache Road
Fire Station #5	1 NW 53 rd Street
Fire Station #6	312 SE 45 th Street
Fire Station #7	801 NW 82 nd 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)

Attachment 'A'

Bid Number: CL24-020

Bid Title: HVAC Services

Vendor Name: T&M Air Solutions LLC

(please completed above information)

Price Sheet

(must be completed and returned with the bid)

Area Descriptions	Monthly Cost to Provide Requested Services
Building Group #1 City Hall Annex, Carnegie Library/Town Hall, Lawton Public Library, Branch Library, Patterson Center, HC King Center and Owens Center	Normal Working Hour Rate \$ <u>126.00</u> /hr After Hour Rate \$ <u>180.00</u> /hr Material Mark-Up <u>35</u> %
Building Group #2 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 \$ <u>126.00</u> /hr After Hour Rate \$ <u>180.00</u> /hr Material Mark-Up <u>35</u> %
Building Group #3 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 \$ <u>126.00</u> /hr After Hour Rate \$ <u>180.00</u> /hr Material Mark-Up <u>35</u> %
Building Group #4 McMahon Auditorium, Museum of the Great Plains, City Hall and Public Safety Building/ Fire Station #1	Normal Working Hour Rate \$ <u>126.00</u> /hr After Hour Rate \$ <u>180.00</u> /hr Material Mark-Up <u>35</u> %
Building Group #5 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 \$ <u>126.00</u> /hr After Hour Rate \$ <u>180.00</u> /hr Material Mark-Up <u>35</u> %

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

8 am- 5 pm M - F

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.

CONTRACT EXTENSION FORM

CONTRACT TITLE: HVAC Services
CONTRACT NUMBER: CL24-020

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

1. The contract period is extended to June 30, 2026, by mutual agreement between the undersigned vendor and the City of Lawton, Oklahoma subject to funding availability beyond this fiscal year.
2. All other terms and conditions of the contract or any written modifications thereto remain unchanged.
3. The laws of the State of Oklahoma shall govern this contract.

WITNESS the hands of the parties hereto this 24 day of April, 2025.

AFFIDAVIT:

STATE OF Oklahoma **COUNTY OF** Comanche

I, Tom Milam (name of affiant), of lawful age, being first duly sworn, on oath says that:

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

Firm: T&M Air Solutions LLC

Address: P O Box 874

Duncan, Oklahoma 73534
(City, State, Zip)

Phone: 580-467-8420

SIGNATURE OF AUTHORIZED AGENT

Tom Milam / Owner

PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 24 day of April, 2025.

Sharla D'Ann Miller #24007157
Notary Public

My Commission expires: 6/3/28

City of Lawton, Oklahoma
A Municipal Corporation

NOTARY PUBLIC State of OK
SHARLA D'ANN MILLER
Comm. # 24007157
Exp. 06-03-2028

ATTEST:

CITY CLERK

Stanley Booker, Mayor

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

CITY ATTORNEY



City of Lawton
Community Enrichment Department
14105 SW 11th St • Lawton, OK 73501
580-581-3400 • 580-581-3437 Fax

MEMORANDUM

To: Rebecca Johnson, Finance Director
Colbie Garrett, Buyer - Finance
From: *LAP* Larry Parks, Community Enrichment Department Director
Subject: City of Lawton HVAC Services Contract CL24-020
Date: April 30, 2025

After review and consideration, the department of Community Enrichment staff recommends that **The City of Lawton HVAC Services Contract (RFPCL24-020)** be extended for one year to the following contractors.

Building Group 1	-T & M Solutions Duncan, OK 73534
Building Group 2	-Miller Noble Heating & Air Conditioning Lawton, Ok 73502
Building Group 3	-Miller Noble Heating & Air Conditioning Lawton, Ok 73502
Building Group 4	-T & M Solutions Duncan, OK 73534
Building Group 5	-T & M Solutions Duncan, OK 73534

CONTRACT EXTENSION FORM

CONTRACT TITLE: HVAC Services
CONTRACT NUMBER: CL24-020

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

1. The contract period is extended to **June 30, 2026**, by mutual agreement between the undersigned vendor and the City of Lawton, Oklahoma subject to funding availability beyond this fiscal year.
2. All other terms and conditions of the contract or any written modifications thereto remain unchanged.
3. The laws of the State of Oklahoma shall govern this contract.

WITNESS the hands of the parties hereto this 29th day of APRIL, 2025.

AFFIDAVIT:

STATE OF OKLAHOMA COUNTY OF COMANCHE

I JUSTIN L NOBLE (name of affiant), of lawful age, being first duly sworn, on oath says that:

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

Firm: MILLER NOBLE HVAC

Address: 205 SE D

LAWTON, OK 73501
(City, State, Zip)

Phone: 580 355-1811

Justin L Noble
SIGNATURE OF AUTHORIZED AGENT

JUSTIN L NOBLE / PRESIDENT
PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 29th day of April, 2025

Tina Davidson
Notary Public

My Commission expires: 10/03/2027

City of Lawton, Oklahoma
A Municipal Corporation



Stanley Booker, Mayor

ATTEST:

CITY CLERK

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

CITY ATTORNEY

Item Title:

Consider and take action in approving Change Order no. 1 reducing the contract by \$166,900 and adding 163 days to the project time, accepting the project in the final contract amount of \$1,799,100 and placing the maintenance bond into effect for the Medicine Park Water Treatment Plant Filter Improvements PU2314 as constructed by Howard Construction, INC.

Initiator: Willie Whisenhunt, Director

Information Source: Willie Whisenhunt, Director

Background:

One of the seven filter underdrain, which are required in order to provide acceptable drinking water to the citizens of Lawton, has failed and is out of service at this time. Jacobs Engineering Group, INC., who was the original designer of the Medicine Park Water Treatment Plant, was hired for investigation the cause of Underdrain Failure under the MSA. The investigation determined that the filter underdrain will need to be replaced and the walls sealed between filter 4 and 5. Jacobs Engineering Group, INC., has produced a design scope of service B-2 and fee schedule B-3 estimates for the design. The estimated construction cost to repair the filter is estimated at \$1.6 Millon. City Council approved Amendment 4 to the Master Services Agreement with Jacobs Engineering Group, INC., for professional engineering design of the Filter replacement on October 10, 2023. On December 12, 2023, Council approved plans, specifications, and authorized advertisement of the project. The project advertised on January 3rd and 10th, 2024, with a non-mandatory pre-bid conference on January 12th, 2024, at 10:00 a.m. in the Public Utilities Conference room. A Bid opening was publicly held January 30th, 2024, at 2:00pm at City Hall. A total of two (2) bids were received.

The project was awarded at City Council on February 27, 2024, to Howard Construction, INC, in the amount of \$1,966,000.00.

Construction is now complete and there are unused quantities and allowances in the amount of \$166,900 to be deducted from the total contract amount. The original contract amount of \$1,966,000 after this adjustment provides a new contract amount of \$1,799,100. Due to delays in equipment delivery, 163 days are included in this change order to increase the project time. Jacobs Engineering Group, LLC, also recommends accepting this change order and accepting the project as constructed by Howard Construction, INC.

Correlation to the True North Statement:

This project addresses filter number 4 at the MPWTP, currently unable to effectively and efficiently produce drinking water for the citizens of Lawton, which is required in order to meet the Safe Community standard set forth in the True North Culture Statement.

Exhibit:

Change Order No. 1 PU2314, Engineer's Recommendation Letter

Key Issues:

Does City Council wish to approve Change Order no. 1 reducing the contract by \$166,900 and adding 163 days to the project time, accept the project in the final contract amount of \$1,799,100 and place the maintenance bond into effect for the Medicine Park Water Treatment Plant Filter

Improvements PU2314 as constructed by Howard Construction, INC?

Funding Source:

FAP Loan: \$37,571,190.93 (total left in contingency) + \$166,900.00 (amount returned to loan from the reduction of this contract) = \$37,738,090.93 (total amount left in contingency of loan to be assigned for future projects)

Staff Recommended Council Action:

Approve Change Order no. 1 reducing the contract by \$166,900 and adding 163 days to the project time, accept the project in the final contract amount of \$1,799,100 and place the maintenance bond into effect for the Medicine Park Water Treatment Plant Filter Improvements PU2314 as constructed by Howard Construction, INC.

ATTACHMENTS:

1. Change Order 01 PU2314
2. Recommendation_Acceptance_MPWTP_Filter

CITY OF LAWTON, OKLAHOMA PUBLIC UTILITIES DEPARTMENT CONTRACT CHANGE ORDER			DATE: 5/13/2025
To: Howard Construction, INC		MPWTP Filter Improvements PU2314	
You are hereby requested to comply with the following changes from the contract plans and specifications:		Change Order No. 1	
Item # (1)	Description of changes-quantities, units, unit prices, change in completion schedule, etc. (2)	Decrease in contract price (3)	Increase in contract price (4)
1	Reduction of Contract amounts of unused allowance and quantities	\$166,900	
	Change in contract price due to this Change Order:		
	Total decrease	\$166,900	XXXXXXXXXX
	Total increase	XXXXXXXXXX	XXXXXXXXXX
	Difference between Col. (3) & (4)		
	Net (increase) decrease contract price	\$166,900	
The sum of <u>\$166,900</u> is hereby (added to) deducted from the total contract price <u>\$1,966,000.00</u> and the total adjusted contract price to date thereby is <u>\$1,799,100.00</u>. <u>One million seven hundred ninety-nine thousand one hundred and 00/100---</u> <u>Dollars (\$1,966,000 - \$166,900.00 = \$1,799,100)</u>			
The time provided for completion in the contract is (unchanged) increased (decreased) by <u>163</u> calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.			

JUSTIFICATION FOR CHANGE:		
1. Necessity for change: This project is now complete and this change reflects the unused quantities and allowances. The increase in project time is required due to unavoidable delays in equipment delivery.		
2. Is proposed change an alternate bid? Yes _____ No <u>X</u>_____		
3. Will proposed change alter the physical size of the project? Yes _____ No <u>X</u>_____ If "Yes," explain.		
4. Effect of this change on other prime contractors: _____ N/A _____		
5. Has consent of surety been obtained?	Yes _____	No <u>X</u> _____
6. Will this change affect expiration of extent of insurance coverage?	Yes _____	No <u>X</u> _____
7. Effect of operation and maintenance costs: None <u>X</u>_____		
Authorized by: _____ Date: _____. <u>Rusty Whisenhunt, Director of Public Utilities</u> Name and Title		

(FOR CORPORATIONS ONLY)

Accepted by: _____
Name of Corporation

By: _____

Title: _____

Attest: _____

Title: _____

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Accepted by: _____ Date: _____

Name Title

STATE OF OKLAHOMA)
COUNTY OF COMANCHE)

Before me the undersigned, a Notary Public in and for said State, on this ____ day of _____, 2025, personally appeared _____, a member of the partnership _____, to be known to be the identical person who executed the within and foregoing instrument on behalf of said partnership and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of said partnership for the uses and purposed therein set forth.

Notary Public

My Commission expires: _____

Approved by: _____ Date: _____.
Stan Booker, Mayor
City of Lawton, Oklahoma

Attest: _____.
Donalynn Blazek-Scherler, City Clerk

APPROVED as to form and legality on the _____ day of _____, 2025.

_____.
Tim Wilson, Acting City Attorney

I, Rebecca Johnson, Finance Director, of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount for this encumbrance against appropriation Account Number 4400000-54135 or the PU2114-WATER-FAPLOAN.

After this **decreased** encumbrance in the amount of \$166,900, there is an unencumbered balance in said appropriation account of \$_____.

Dated this _____ day of _____, 2025.

_____.
Rebecca Johnson, Finance Director

Recommendation of Change Order and Project Acceptance

Date:	April 28, 2025	401 S. Boston Ave.
Project name:	MPWTP Filter Improvements - PU 2114	Suite 330
		Tulsa, OK 74103
Attention:	Rusty Whisenhunt, P.E. Director of Public Utilities	United States
		T +1.918.583.3057
Company:	City of Lawton	F +1.214.638.0447
		www.jacobs.com

Dear Rusty,

A change order (CO#1) for the subject project have been reviewed and it is recommended that the unused contract amount be decreased from the construction contract awarded to Howard Construction Inc.

The decrease in the contract will be in the amount of \$166,900 which will reduce the contract sum from \$1,966,000 to \$1,799,100. Through this change order, it is also recommended to increase the construction duration by 163 days.

Finally, the Engineer accepts completion of MPWTP Filter Improvements Project and acknowledges that the work performed under this construction contract is deemed to be complete and in accordance with the contract documents.

Regards,



Vibhuti Pandey, P.E.
Project Manager
972-822-0750
vibhuti.pandey@jacobs.com

Item Title:

Consider and acknowledge receipt of Permit No. SL000016241051 for the construction of Belmont Liftstation and Forcemain Project PU2405 from the Oklahoma Department of Environmental Quality.

Initiator: Willie Whisenhunt, Director

Information Source: Willie Whisenhunt, Director

Background:

City of Lawton entered into a Master Service Agreement with Jacobs Engineering Group, INC, on June 27th, 2023. Amendment Number 6 Exhibit B-2 shows the scope of services to include surveying, geotechnical investigation, hydraulic analysis, preliminary design, final design, preparation of construction documents, bidding assistance and construction support services for the workorder issued or as amended for Professional Engineering Services. This project scope includes a new lift station (LS) and force main located near the intersection of SW Belmont Avenue and SW 6th Street with demolition of the existing lift station. Amendment No. 6 was approved by City Council on February 27, 2024.

Jacobs Engineering completed the designs for the replacement of the lift station and force main. The plans and specifications were approved at City Council on November 5th, 2024. The project advertised in the local newspaper on January 8, 2025, and January 16, 2025. A non-mandatory pre-bid conference was held on Tuesday, January 14th, 2025, at 10:00 am in the Public Utilities Conference Room. A Bid Opening was publicly held at City Hall on February 11th, 2025, at 2 pm. A total of two (2) bids were received.

City Council awarded a construction contract to Howard Construction, INC in the amount of \$2,324,800, for the construction of PU2405 Belmont Liftstation and Forcemain project on March 11, 2025.

Receipt of this permit from the City Council is a required term of the permit.

Correlation to the True North Statement:

This project is imperative to uphold the standard of Safe Community for the citizens of Lawton as stated in the True North Culture Statement.

Exhibit:

Permit No. SL000016241051

Key Issues:

none

Funding Source:

N/A

Staff Recommended Council Action:

Acknowledge receipt of Permit No. SL000016241051 for the construction of Belmont Liftstation

and Forcemain Project PU2405 from the Oklahoma Department of Environmental Quality.

ATTACHMENTS:

1. Permit No. SL000016241051

May 06, 2025

Stanley Booker, Mayor
City of Lawton
212 SW 9th Street
Lawton, Oklahoma 73501

Re: Permit No. SL000016241051
Belmont Avenue Lift Station Improvements and Fore Main Project
Facility No. 1011303

Dear Mr. Booker:

Enclosed is Permit No. SL000016241051 for the construction of 684 linear feet of six (6) inch PVC sanitary sewer line, two (2) lift station with 425 GPM capacity, and all appurtenances to serve the Belmont Avenue Lift Station Improvements and Fore Main Project, Comanche County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on May 06, 2025. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Lawton, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,



Kimberly Douglas, P.E.
Construction Permit Section
Water Quality Division

KD/RC/md

Enclosure

c: Bill Kropf, Regional Manager, DEQ
LAWTON DEQ OFFICE
Douglas Lee Smith, P.E., Jacobs Engineering Group, Inc.

PERMIT No. SL000016241051

SEWER LINES

FACILITY No. 1011303

PERMIT TO CONSTRUCT

May 06, 2025

Pursuant to O.S. 27A 2-6-304, the City of Lawton is hereby granted this Tier I Permit to construct 684 linear feet of six (6) inch PVC sanitary sewer line, two (2) lift station with 425 GPM capacity, and all appurtenances to serve the Belmont Avenue Lift Station Improvements and Fore Main Project, located in Section 7, T-1-N, R-11-W, Comanche County, Oklahoma, in accordance with the plans approved May 06, 2025.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.
- 5) That tests will be conducted as necessary to ensure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

PERMIT No. SL000016241051

SEWER LINES

FACILITY No. 1011303

PERMIT TO CONSTRUCT

- 9) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 10) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 11) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 12) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 13) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.



Greg Carr, P.E., Chief Engineer, Construction Permit Section
Water Quality Division

Item Title:

Consider extending contract RFPCL23-031 Workers' Compensation Administrative Services with United Safety and Claims, Inc. of Tulsa, OK for an additional year.

Initiator: Craig Akard, Director

Information Source: Colbie Garrett, Buyer

Background:

The contract RFPCL23-031 is currently in effect until June 30, 2025. The vendor, United Safety and Claims, Inc. has agreed to the contract extension with the same terms, conditions, and process. United Safety and Claims, Inc. has provided excellent service and has fulfilled the terms and conditions requested by the City of Lawton. Human Resources staff recommend extending the contract for an additional year.

Correlation to the True North Statement:

Providing workers' compensation demonstrates the City's dedication to protecting its employees, ensuring they have access to support and care in the event of a workplace injury or illness. This aligns with the True North Statement's focus on fostering a safe and supportive environment.

Exhibit:

Department Recommendation Memo, Vendor Extension Form, & Original Contract

Key Issues:

Does the City of Lawton wish to extend contract RFPCL23-031 to United Safety and Claims, Inc. for the Workers Compensation Services Contract for an additional year?

Funding Source:

1002503-50045 General Fund, City at Large – Workers Compensation

Staff Recommended Council Action:

Extend contract RFPCL23-031 Workers' Compensation Administrative Services with United Safety and Claims, Inc. of Tulsa, OK for an additional year.

ATTACHMENTS:

1. RFPCL23-031 Dept Memo Yr 3 - Signed
2. Vendor Ext Form Yr 3
3. Original Contract (2)



Human Resources Department

212 SW 9th Street

Lawton, OK 73501

(580) 581-3392 Phone (580) 581-3530 fax

MEMORANDUM

TO: Colbie Garrett, Buyer Financial Services
THRU: Craig Akard, Human Resources Director *CA*
FROM: Candy Brown, Deputy Director Human Resources *CB*
RE: RFPCL 23-031 Workers' Compensation Administrative Services
Recommendation to Extend Contract
DATE: April 18, 2025

Contract RFPCL23-031 for City of Lawton's Workers' Compensation Administrative Services, will expire on June 30, 2025. This policy has an extension option available.

Please take action to execute the renewal agreement with United Safety and Claims for the upcoming policy year. Should additional information be needed please contact Human Resources at (580)581-3392.

CONTRACT EXTENSION FORM

CONTRACT TITLE: Workers Compensation Services
CONTRACT NUMBER: RFPCL23-031

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

1. The contract period is extended to June 30, 2026, by mutual agreement between the undersigned vendor and the City of Lawton, Oklahoma subject to funding availability beyond this fiscal year.
2. All other terms and conditions of the contract or any written modifications thereto remain unchanged.
3. The laws of the State of Oklahoma shall govern this contract.

WITNESS the hands of the parties hereto this 25th day of April, 2025.

AFFIDAVIT:

STATE OF Oklahoma COUNTY OF Tulsa
I, Chali Stevens (name of affiant), of lawful age, being first duly sworn, on oath says that:

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

Firm: United Safety + Claims, Inc
Address: P.O. Box 471647
Tulsa OK 74147-1647
(City, State, Zip)
Phone: 918-664-8816

Chali Stevens
SIGNATURE OF AUTHORIZED AGENT

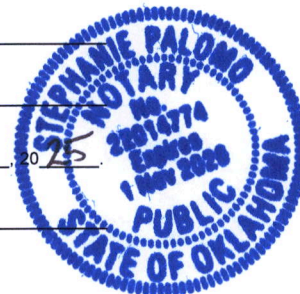
PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 25th day of April, 2025.

Stephanie Palomo
Notary Public

My Commission expires: 11/01/2026

City of Lawton, Oklahoma
A Municipal Corporation



Stanley Booker, Mayor

ATTEST:

CITY CLERK

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

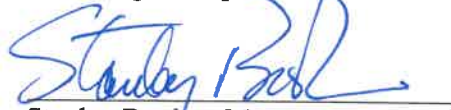
CITY ATTORNEY

Contract: CL23-031 Workers' Compensation Administration Services
Vendor(s): United Safety & Claims, Inc.

CITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this 27th day of June, 2023.

The City of Lawton, Oklahoma
a Municipal Corporation


Stanley Booker, Mayor

ATTEST:


Traci Hushbeck, City Clerk

LEGAL REVIEW

APPROVED, as to form and legality on behalf of the City of Lawton on the 30th
day of June, 2023.


City Attorney



Human Resources Department

212 SW 9th Street

Lawton, OK 73501

Phone (580) 581-3392 Fax (580) 581-3530

MEMORANDUM

TO: Financial Services
THRU: Craig Akard, Human Resources Director *CB for CA*
FROM: Candy Brown, Human Resources Deputy Director
RE: RFP CL 23-031 Workers' Compensation Administrative Services Recommendation
DATE: June 09, 2023

The City of Lawton solicited request for proposals (RFPCL23-031) Workers' Compensation Administration Services. Four (4) proposals were received and reviewed. The two lowest bids are as follows: CAS-Claims Administrative Services, Inc, bid submitted \$39,995.00 and United Safety and Claims, Inc. bid submitted \$40,200.00. There was a mere \$205.00 difference in cost between the two. The administrative costs bid was based on a specified number of expected claims (medical and indemnity). Cost for additional claims (medical and indemnity) above those allotted, was also bid. Those costs were relatively consistent from provider to provider, causing no substantial impact on the decision of which provider to select.

Although the lowest bid was from Claims Administrative Services Inc., the department recommends awarding the contract to United Safety and Claims, Inc. Per City Code 10-1-116 The City is encouraged to make purchase from industries operated and manufactured and sold in state when practicable. United Safety and Claims is based in Tulsa Oklahoma. Claims Administrative Services is based in Tyler, Texas. United Safety and Claims is the City's current Workers' Compensation TPA provider. Their bid meets specifications in all respects. They possess knowledge of our current claims and claim history which is beneficial. The City of Lawton and United Safety and Claims have established an excellent working relationship.

City of Lawton REQUEST FOR PROPOSALS

MAIL SEALED PROPOSALS TO: City Clerk City of Lawton 212 SW 9 th Street Lawton, OK 73501		DIRECT INQUIRIES REGARDING FORMS: justine.guevara@lawtonok.gov	
Date Proposal Typed: May 1, 2023		Date(s) Advertised: May 4, 2023	
Proposal Number and Title: RFPCL23-031 Worker's Compensation Administration Services Requirements-type Proposal: ☒ yes ☐ no		No Proposals Received After: May 30, 2023 2:00 P.M.	
Bid Openings are held at Lawton City Hall 2 nd Floor Conference Room 212 SW 9 th Street Lawton, OK 73501 @ 2:00 pm		Proposal valid until:	
Vendor Name and Point of Contact: United Safety & Claims, Inc.		Reason for No Proposal:	
Mailing Address: PO Box 471647			
City: State: Zip: Tulsa OK 74147-1647		Delivery:	
Area Code and Phone Number: 918-664-8816		Email Address: chalis@unitedsafety.com	
Federal Employer Identification Number or Social Security Number 73-1197566			

THIS PROPOSAL INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT:

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

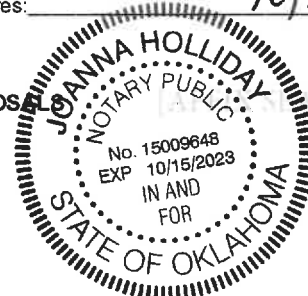
1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation,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

Firm: United Safety & Claims, Inc.
Address: P.O. Box 471647
Tulsa OK 74147-1647
(City, State, Zip)
Phone: 918-664-8816

Chali Stevens
SIGNATURE OF AUTHORIZED AGENT
Chali Stevens
PRINT/TYPE NAME/TITLE
Subscribed & sworn before me this 25th day of May, 2023
Joanne Holliday
Notary Public
My Commission expires: 10/15/23

CONDITIONS FOR SUBMITTING PROPOSALS
PAGE 1 OF 11

FORM REVISED 2/14/22



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

STATE OF Oklahoma SS
COUNTY OF Tulsa

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.



United Safety + Claims, Inc.
Business Name / Contractor Name

Chari Stevens
Signed
Print : Chari Stevens

Attested to before me this 25th day of May 2023.

Joanna Holliday
Notary Public

My Commission Expires October 15 2023.

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



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

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

United Safety & Claims, Inc.
Name of Contractor (Print)

Date

Chad Atkinson
Signature, Member of Firm or Officer of Corporation

President / CTO
Title

Worker's Compensation
Administration Services
Agreement
Between the City of Lawton
and
United Safety & Claims, Inc.



THIS IS AN AGREEMENT by and between the CITY of Lawton, A Municipal Corporation in the State of Oklahoma (hereinafter called CITY), and United Safety & Claims (hereinafter called VENDOR). CITY intends for VENDOR to provide worker's compensation administration services for the City of Lawton.

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

1. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall imply being delivered to the receiving dock, department stockroom, or other point specified. The CITY accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the VENDOR until accepted by the CITY. The VENDOR shall be responsible for filing, processing, and collecting all damage claims. However, to assist in the expeditious handling of damage claims, the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Landing.
 - b. Report damage (whether visible or concealed) to the carrier and VENDOR, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.
 - c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier and disposition given by the VENDOR, or for a reasonable time after notification to the VENDOR, whichever comes first.
 - d. Provide the VENDOR with a copy of the carrier's Bill of Landing and damage inspection report.
2. **SAFETY STANDARDS:** Unless otherwise agreed to in writing by the CITY and VENDOR, all manufactured items or fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act and any standards related to safety.
3. **SERVICE AND WARRANTY:** Unless otherwise indicated in this agreement, VENDOR expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to project

guidelines stipulated in Attachment 'A'; VENDOR further warrants that same shall be of good material and workmanship and free from defects. Any additional warranties that will be provided during the term of this agreement are included in Attachment 'A'.

4. **REMEDIES:** Failure to make delivery or to meet project guidelines authorizes the CITY to seek replacement goods or services elsewhere and to seek legal and equitable remedies against the defaulting VENDOR. If any of the goods and/or work performed fail to meet the warranties contained herein or in any proposal submitted, VENDOR, upon notice thereof from the CITY, shall promptly correct or replace the same at VENDOR'S expense. If VENDOR shall fail so to do, the CITY may cancel any agreement entered in whole or in part and pursue all other remedies available. After notice to the VENDOR, all such goods will be held at VENDOR'S risk. The CITY may, and at VENDOR'S direction shall, return such goods to VENDOR at VENDOR'S risk, and all transportation charges, both to and from original destination, shall be paid by VENDOR. Any payment for such goods shall be refunded by VENDOR unless VENDOR promptly corrects or replaces the same at its expense.

5. **LIABILITY:** The VENDOR shall hold and save the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the CITY harmless against the claims by third parties resulting from the VENDOR'S breach of this agreement or the VENDOR'S negligence.

6. **PRICES AND TERMS:** Prices and terms shall be as reflected in the VENDOR'S response to the RFP (Attachment A).

7. **ACCEPTANCE OF PURCHASE ORDERS:** VENDORS are to accept only those purchase orders issued by the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and employees of the CITY, prepared on Accounting Division Forms, unless instructed otherwise in the Request for Proposal (Attachment A) or this agreement.

8. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business, MAY NOT be passed on to the City of Lawton, its Departments, Boards, Commissions, Agencies, and Institutions. If price variations are allowed, they must be tied to a readily identifiable index which is free from control or influence by the VENDOR.

9. **SUMMARY OF TOTAL SALES:** VENDOR agrees to furnish City of Lawton a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as mutually agreed in by the parties.

10. **PAYMENT:**

- a. **INVOICING:** The VENDOR shall be paid within a reasonable time after submission of proper certified invoices to the CITY at the prices stipulated in this Agreement, including Attachment 'A'. Invoices shall contain the project number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The VENDOR shall be the only office authorized to receive orders, do the billing and invoicing, and receive payment. If the VENDOR wishes to ship or service from a point other than the home office, the VENDOR will furnish a written list of these locations to the CITY. HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM, NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.
- b. **REQUIREMENTS ONLY PURCHASES:** Billing shall be made in accordance with instructions by the Department or Division issuing the purchase order, and only for quantities ordered and delivered. The CITY reserves the right to purchase none of the product and/or services or more than the quantity indicated in Attachment 'A'.
- c. **TAXES:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
- d. **DISCOUNTS:** VENDORS may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for proposal evaluation purposes. VENDORS are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct Invoice at the office specified, whichever is later.

11. **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 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 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.

12. **CONFLICT OF INTEREST:** This Contract Request is subject to the provisions of City of Lawton Charter and City Code and the laws of the State of Oklahoma. All VENDORS must disclose 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, VENDOR must disclose the name of any CITY employee who owns, directly or indirectly, an interest of five percent (5%) or more in the VENDOR'S firm or any of its branches.

13. **PATENTS AND ROYALTIES:** The VENDOR, without exception, shall indemnify and save harmless the CITY of Lawton, Its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of this contract, including its use by the City of Lawton. If the VENDOR uses any design, device or materials covered by trademark, patent, or copyright, it is mutually agreed and understood without exception that the prices of goods and services shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.

14. **FACILITIES:** The CITY reserves the right to inspect the VENDOR'S facilities at any time with reasonable prior notice.

15. **BANKRUPTCY:** If the VENDOR becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the VENDOR, or if a receiver is appointed for the VENDOR, the CITY shall have the right to terminate this agreement upon written notice to the VENDOR without prejudice to any claim for damages or any other right of the CITY under this agreement.

16. **ASSIGNMENT:** This agreement shall not be assigned by the VENDOR without written consent of the CITY.

17. **INSURANCE:** 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:

- a. General Liability: The VENDOR shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a

comprehensive form as required by State law. In addition, the VENDOR shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence, one hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$ 1,000,000) for any number of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the CITY. A current certificate, showing that the VENDOR has in force and effect such insurance, shall be maintained on file with the City Clerk of the CITY.

- b. Automobile Liability: The VENDOR shall procure and maintain in full force and effect, for the term of the project, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the VENDOR shall have, during the term of the project, vehicle liability coverage as outlined in the attached project guidelines. If higher coverage is required by any regulatory entity with oversight of the VENDOR'S business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the aforementioned. A current certificate showing that the VENDOR has in force and effect such insurance, shall be maintained on file with the City Clerk of the CITY.
- c. Workers' Compensation: The VENDOR shall procure and maintain in full force and effect for the period of the project, full Workers' Compensation insurance in accordance with the laws of the State of Oklahoma to protect the VENDOR and the CITY against liability under the Workers' Compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the VENDOR has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the CITY.

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

- a. VENDOR specifically agrees that it shall not be grounds to alter the terms of any proposal submitted and that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes,

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 hereof.

- b. When time is not of the essence, this contract shall be inoperative during such period that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the VENDOR has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.

19. **DISCRIMINATION:** VENDOR agrees, in connection with the performance of work under this agreement:

- a. VENDOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental Impairment. The VENDOR shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry, or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The VENDOR agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth provisions of this section.
- b. The VENDOR agrees to include this non-discrimination clause in any subcontract connected with the performance of this agreement.
- c. In the event of the VENDOR'S non-compliance with the above nondiscrimination clause, this agreement may be terminated by the CITY. The VENDOR may be declared terminated by the CITY until satisfactory proof of intent to comply is made by the VENDOR.

20. **TERMINATION FOR CONVENIENCE OF THE CITY:**

- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under this agreement 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 accomplished by the delivery to the VENDOR of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.
- c. After receipt of a notice of termination, the VENDOR shall stop work and/or place no further orders under this agreement on the date and to the extent specified in the notice of termination.

21. **DISPUTES:**

- a. Governing Law: This agreement shall be governed by the laws of the State of Oklahoma.
 - b. Negotiation: Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within thirty (30) days from the Notice of Dispute, either Party may request mediation.
 - c. Non-binding Mediation: If mediation is requested the parties will select an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. Unless mutually agreed otherwise by the parties, any mediation brought under this section will be held in Lawton, Oklahoma.
 - d. Litigation, Venue, and Jurisdiction: If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation or if mediation is not requested within forty-five (45) days of receipt of the Notice of Dispute, either Party may then submit the Dispute to a court of competent jurisdiction in the State of Oklahoma. Each Party irrevocably agrees to
-

submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement. Venue of any such action will be the Oklahoma District Court of Comanche County, Oklahoma, or the Federal Court for the Western District of Oklahoma, whichever is appropriate. Nothing herein shall prevent either party from proceeding to court earlier, if necessary to protect the public health and safety.

22. **BUILDING INFORMATION MODELING (BIM) DELIVERABLES:**

- a. The VENDOR shall furnish design data with computations for all improvements involved in this contract.
- b. VENDOR will provide the CITY with Instruments of Service in electronic readable format. These Instruments of Service will be in addition to any other deliverables expressed in any part of this agreement, its exhibits, and attachments. The Instruments of Service consists of any and all project data to include, but not limited to, building information modeling (BIM) data; all partial, intermediate, and final versions of BIM models, AutoCad renderings, or similar 2-D or 3-D computer-aided designs or drafts; any and all AutoCad data and the like; all files, drawings, specifications, models, sketches, digital representations, and design documents.
- c. All aforementioned files, renderings, and data remain the CITY's property to be delivered at the completion of each task and phase of the project, and at any time upon the CITY'S request. The Instruments of Service will be provided to the CITY in dgn format, or with the approval of the CITY, in a similar format translatable to .dxf and .dwg formats.
- d. The VENDOR also grants the CITY an unlimited license to use this data for the operations, maintenance, marketing, and any other purpose related to the effective implementation of the project, but not to be used for any other future projects.
- e. The CITY retains ownership of all copyrights relating to all drawings, models, and data.
- f. The CITY'S rights as described herein to the Instruments of Service supersedes all prior or contemporaneous negotiations, commitments, agreements, and writings with respect to the subject matter, and all such

other negotiations, commitments, agreements, exhibits, attachments, and writings will have no further force or effect.

- g. The VENDOR will be held responsible for any mistakes or omissions in the work of the VENDOR, which appear during the final review by the CITY or during construction and will be required to do any work necessary to correct the mistakes or omissions in his work, without additional compensation.

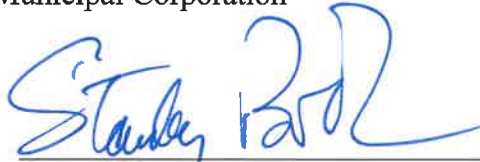
23. **INTEGRATED AGREEMENT:** The General Conditions, terms, and requirements set forth in Attachment 'A' Request for Proposal and Response, including Pricing and Product Specifications (including references to the VENDOR'S "catalog", if any), are incorporated into this Contract. This writing, with any attachments hereto, constitutes the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. If there is any conflict or disagreement between the conditions and terms in this Agreement and the conditions and terms in the incorporated Attachment 'A' the conditions and terms in this Agreement shall supersede the conflicting language in Attachment 'A'.

24. **MODIFICATION:** This Contract may not be modified except in writing and signed by both parties.

- Signature Page Follows -

SIGNATURE PAGE

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation


STAN BOOKER, MAYOR

ATTEST:


TRACI HUSHBECK, CITY CLERK

APPROVED as to form and legality on behalf of the CITY of Lawton, Oklahoma,
this 30th day of June, 20 23.


JOHN RATLIFF, CITY ATTORNEY


VENDOR: United Safety & Claims, Inc.


Printed Name

President / CTO
Title

Proposal Number: RFPCL23-031

Proposal Title: Workers Compensation Svcs.

Vendor Name: **United Safety & Claims, Inc.**

(please complete above information)

Proposal Price Sheet

(Must be completed and returned with the proposal)

Item	Description	Est. Qty.	Unit	Price
1.	Workers Compensation Administrative Services	175 Claims		\$40,200.00 Annual Fee***
2.	Additional med claims over max		each	\$ 125.00
3.	Additional indemnity claims over		each	\$1,000.00
4.	Additional med changes to indemnity		each	\$1,250.00

Notes:

1. As per specifications attached.
2. This is a requirements contract.
3. There are insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. **WARRANTY:**
 - a) The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract.
 - b) The vendor must also provide details, including prices, on any available extended or optional warranties.
 - c) The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.
6. **DISCLAIMER: The City of Lawton reserves the right to accept or reject any or all bids.**

*****A 3% cost of doing business increase would apply each July for the annual fee.**

Option 2: Annual administration fee of \$5,000.00 paid at the beginning of July each year with a per claim fee. Medical claims to be billed at \$150.00 per claim; Indemnity claims billed at \$1,000.00 per claim; and Litigated claims to be billed at \$1,250.00 per claim. A \$300.00 rollover fee will be charged for all open claims from previous years at the beginning of each July. The exception to this rollover fee is any new claim reported in the last quarter of the contract period of the previous year.

**WORKERS' COMPENSATION ADMINISTRATION
QUESTIONNAIRE**

1. GENERAL INFORMATION

- a. Provide an overview of your firm, including:
 - i. Brief history, description and TPA service philosophy
 - ii. Provide an organizational chart, including subsidiaries and functions.
 - iii. Provide a list of corporate, regional and local office locations and the number of employees for each.
 - iv. Provide a brief description of the office that would be the primary office to handle the WC claims for our account.
 - v. Provide your organization's most recent annual financial statement
 - vi. Provide a certificate of insurance for your errors and omission coverage with a minimum limit of \$5 million.
- b. Describe how your organization differs from your competitors and why you believe your TPA services for processing and managing WC claims is superior.
- c. Are there any pending agreements to sell or merge your firm?
- d. Why should we select your firm as our WC TPA service provider?
- e. How many municipal clients, specifically cities, does your firm currently provide WC TPA services?
- f. Would there be an opportunity for The City of Lawton to participate in a client advisory group? If so, provide details regarding future meetings.
- g. How would your firm measure the quality of its performance after becoming engaged by The City of Lawton?

**WORKERS' COMPENSATION ADMINISTRATION
QUESTIONNAIRE**

2. RISK MANAGEMENT INFORMATION SYSTEMS (RMIS)

- a. Describe your management information system architecture used:
 - i. Hardware (mainframe, server, storage) and operating systems.
 - ii. Claims System:
 - 1. Package vs Custom
 - 2. Will The City of Lawton have access to this system whereby we can review claims notes and reports at any time? If yes, any special hardware/software requirements?
 - 3. Web-based?
 - 4. Is the data live that's being populated?
- b. Provide samples of reports produced by your Claims System such as:
 - i. Transaction and/or Error Report(s)
 - ii. Weekly
 - iii. Monthly
 - iv. Yearly
 - v. Ad-Hoc
- c. Will The City of Lawton have the ability to create its own reports within the system? If so, describe the process and tools used for this purpose.
- d. What is the Data Retention Policies of your firm? When is data moved offline?
- e. Have you experienced any downtime within the last two years? If yes, what was the longest time the system was down and describe or identify what steps have been taken to avoid any future incidence.
- f. Can old or current claim data be migrated into your system? If so, please describe.
- g. Do you consider your office to be paperless? If not, what is your progress towards becoming paperless in the future?

3. CLAIMS MANAGEMENT SERVICES

- a. What is your firm's claims management philosophy?
- b. Provide a detailed workflow diagram from the time a claim is reported to the time the case is closed.
- c. Will The City of Lawton have the ability to report worker's compensation claims via the internet and/or telephonically?
- d. Provide a copy of your standard client reporting package.
- e. How do you manage a caseload for multiple locations?

**WORKERS' COMPENSATION ADMINISTRATION
QUESTIONNAIRE**

- f. How does your firm determine and set reserves?
- g. Describe your firm's best practices regarding Three-Point Contact?
- h. Provide confirmation that your firm is SAS 70 Type II compliant.
- i. Describe how your firm handles MMSEA compliance.
- j. Will your firm dedicate/designate staff members to our account? If so:
 - Are your adjusters and team given numeric scores and incentives to achieve best practices? If so, please describe.
 - What is the average tenure for claims supervisors and adjusters?
 - What experience does this team have in the healthcare industry?
 - What is your firms overall internal turnover rate for adjusters?
 - What is the maximum number of claims handled by each adjuster for the following:
 - information only
 - medical only
 - loss time
- k. When would you consider placing a dedicated adjuster in our office?
- l. Does your firm handle complex claims differently? If so, explain.
- m. Describe how your firm handles ongoing training to learn new laws or teach new techniques?
- n. Describe how your Medical Director provides updated occupational illness and injury medical information to adjusters?
- o. Describe your firm's ability to ensure internal quality control and ability to correct any problems when they arise? Do you have a proactive internal audit program where all offices must meet high quality standards? Are files from every adjuster audited?
- p. Will your firm be able to benchmark our claims against your book of business as well as our industry peer group? If so, please describe how this achieved.

**WORKERS' COMPENSATION ADMINISTRATION
QUESTIONNAIRE**

4. MEDICAL MANAGEMENT SERVICES

- a. Does your firm offer its own medical case management services? Do you plan on sub-contracting these services with an outside vendor? If you do not offer medical case management services, have you worked with a PPO vendor?
- b. Provide information on your PPO network.
- c. How long has your network been operational?
- d. What type of discounts does your firm negotiate with providers?
- e. Describe how your firm performs physician peer reviews as well as utilization reviews?
- f. How does your firm ensure its bill review service is producing above average results?
- g. Describe your firm's Clinical Model whereby you ensure that the medical management program is integrated into the claims management program.
- h. What is the dollar value of claims that have been processed for network providers? What portion of your total revenue is from Workers' Compensation network revenue?
- i. Respondent might be expected to review all claims without regard to whether the provider is part of the PPO network. Is your firm able to provide this service? Describe how this service would be provided.

Workers' Compensation Third Party Administrator
Request for Proposal Response
Bid #RFPCL23-031

1. GENERAL INFORMATION

The above-listed request for proposal has been received and reviewed. United Safety & Claims, Inc. currently provides the same and similar duties for other clients, including working closely with CWMP's upon the client's request. We fully understand the requirements and expectations of the City of Lawton.

a. Company overview

United Safety & Claims has been administering claims and educating businesses in loss control for 39 years. We are one of the premier TPA's in Oklahoma. United Safety has experience handling claims and loss control for a broad range of businesses.

We currently handle claims for manufacturing businesses, multiple automobile dealerships, six municipalities, two Counties, a public school district, wholesale food producers, two hospitals, trucking companies, and oil and gas companies. We also currently pay medical bills and report Medicare for an Indian Nation, which has its own in-house adjusters.

We have experience in handling claims for all types of businesses in the State of Oklahoma both union and nonunion. Overall, our claims department has a combined total of 135 years' experience working claims.

It is the philosophy of United Safety & Claims that our clients should be protected from the abusers of the system, while at the same time receiving excellent service and treating each client's employees as our own.

United Safety & Claims, Inc. has one location in Tulsa, Oklahoma. All claims will be administered through this Tulsa office. Our office hours are Monday – Friday, 8:00 a.m. to 5:00 p.m. We currently have 16 employees at this location.

Brad Smallwood joined United Safety & Claims in 1988. In 1992 he became a shareholder and in 1996 he purchased the company becoming 100% Owner and President. He is currently Chairman of the Board and Chief Executive Officer.

Chali Stevens began her career at United Safety in August 1988, working throughout the office, being promoted to various management positions during that time and eventually becoming a corporate officer and Chief Financial Officer in 1996. In 2005 she added the title of Vice President and was then promoted to President in July 2014.

Jeff Morrison joined United Safety & Claims in March 2019 as Claims Manager. Jeff was previously the owner of Alliance Benefit Group, Inc., another TPA located in Muskogee, which was purchased by United Safety & Claims in March 2019.

b./d. How we differ/Why City of Lawton should select United Safety & Claims

As one of the region's premier Third-Party Administrators (TPA), United Safety & Claims provides its clients with the best possible claims and risk control services for the dollar.

Our approach is simple--provide excellent service at a fair price without hidden charges. Many of the national and regional TPA's conceal add-on fees as allocated expenses, making each claim cost considerably more. US&C's service fees may appear higher at the time of initial proposal, but our clients will verify that US&C's average claims cost is lower. This reduces the ultimate cost of your program.

At United Safety & Claims, we stay abreast of changes in the workers' compensation system.

This includes:

- ❖ Knowledge of medical providers
- ❖ Which are the most effective law firms
- ❖ Consideration as to the presiding judge
- ❖ Updates made by the Workers' Compensation Commission and Court
- ❖ And many other considerations that may affect the cost of claims handling.

ADDITIONAL SERVICES PROVIDED AT NO CHARGE

If an employee qualifies for vocational rehabilitation, US&C will arrange for the evaluation and determine the cost of retraining or job placement at **no charge**.

Employers are provided copies of bills paid and copies of checks issued for payment as well as explanation of benefits paid at **no charge**.

Subrogation and recovery of funds will be supervised by US&C. Before action is taken in filing a lawsuit, we will advise you and request your authorization to use an attorney. Our service here is available at **no charge**.

US&C will prepare and submit reports required by the Workers' Compensation Administration and remit taxes on orders and settlements to the Oklahoma Tax Commission at **no charge**.

US&C will provide closure review of all lost time claims and litigated files prior to placing them in closed file storage at **no charge**.

US&C reports all eligible claims to the MMSEA. Each month the employer receives a letter stating how many claims were reported on their behalf and the necessary documents showing which claims were reported at **no charge**.

United Safety has a proven track record of reducing the number of claims and the total claims cost for our clients. The following are a few examples of our successes:

Midwest Employers Casualty Company has completed a Benchmark Study on two of our clients. The study compares an employer's overall frequency, severity and total loss costs to their unique state specific industry benchmark. One study was done on a full-service hospital. In comparison to the ultimate incurred losses, our client has performed 36% better than the benchmark. In comparison of number of claims they were 18% higher, however their average cost per claim was 46% lower than the benchmark. Other clients who have had the same benchmark study by Midwest Employers Casualty Company are a self-insured group of auto dealers and a wholesale food distributor. We handle loss control and claims handling for the auto dealer group. The benchmark study was a period of five years. The group performed 32% better than its peers. Overall, the group performed 24% better than their peers in their number of claims and 10% better on the ultimate average cost per claim. As you can see the cost per claim on each one of these studies is less than the benchmark. Midwest Employers attributes these savings to the following:

- Effective use of a modified duty Return to Work Program.
- Pro-active file handling by United Safety & Claims.
- Participation in managed care programs.
- Prompt reporting of injuries to United Safety & Claims.
- Pro-active accident investigation procedures stressing the identification and completion of corrective actions to prevent future accidents.
- Consistent bill review for fee reductions to reduce medical cost of each claim.
- A comprehensive Transitional Duty Program which reduces the average length of disability and overall claim cost.
- Good communication and working relationship between client and United Safety & Claims.

A client that is a public school district has had similar successes since we began handling their claims and providing loss control services seventeen years ago. On average we have helped reduce their claims by 50%. The client attributes this to "improving a safe

working condition in their district, reducing their costs, and returning the injured worker to the workplace healthy and in proper time”.

United Safety was the first TPA in Oklahoma to file a claim with the Fraud Unit and successfully incarcerate a claimant for filing a fraudulent claim. His wife also was charged and received probation for aiding and abetting. United Safety also had a claimant who plead guilty to three (3) felony counts of fraud. He received a five-year deferred sentence and was required to pay full restitution during that period. In both of these cases, the fraud was uncovered by our claims department and investigated, with the results being forwarded to the Attorney General’s office. In addition to those two cases, there have been six other claims submitted to the Fraud Unit.

- c. There are no pending agreements to sell or merge our firm.
- d. Previously listed, please refer to “a” in this section.
- e. US&C currently administers claims for six (6) municipalities.
- f. To date, we have not had any other clients contact us with an interest for a client advisory group.
- g. At United Safety, we use several methods to measure the quality of our performance. First and foremost, there are provisions in our Claims Information Management System to prevent errors, but beyond that: 1) Management monitors diaries daily to ensure files are being worked as expected; 2) In keeping with our company standards, bills are reviewed each month to ensure that there are none outstanding past 30 days without cause; 3) The number of closed claims is monitored monthly; 4) All files are reviewed by management on at least a semi-annual basis and at closure.

2. RISK MANAGEMENT INFORMATION SYSTEM

a. Description of system

In keeping with United Safety’s goal of providing the best service to our clients, we use a live, web-based, custom Claims Information Management System, written in Windows format. Our system is a Hybrid Environment with Cisco Infrastructure using Windows servers/desktops. The claims system is a custom proprietary developed application.

United Safety & Claims’ software takes your security and privacy concerns seriously. This Security Statement is intended to provide a transparent look at our security infrastructure and practices to help assure that your data is sufficiently protected. US&C provides each customer a unique username and password that must be entered each time a customer logs on. United Safety & Claims issues a session "cookie" only to record encrypted authentication information for the duration of a specific session. The session "cookie" does not include either the username or password of the user.

We do not use "cookies" to store confidential user and session information, but instead, implement more advanced security methods based on dynamic data and encoded session IDs.

Customers login to secure areas using industry standard Secure Socket Layer (SSL) technology, which protects data using both server authentication and data encryption, ensuring that data are safe, secure, and available only to customers providing valid login credentials for the account. Data is always uploaded to the server using secure, encrypted SSL connections. We are HIPAA compliant.

United Safety & Claims' servers are located onsite at our Headquarters in Tulsa, OK. The facility is surveilled 24/7 and staffed during normal business hours. It is secured by digital surveillance equipment that monitors the facility. The servers reside behind high-availability firewalls and signature-less and signature-based intrusion prevention systems. All network layers are scanned in real time to detect spyware, malware, ransomware, spam, viruses, worms, Trojans, Web-based exploits, and blended threats.

All software on the server is kept current with the latest patches, updates, and service packs. To reduce the surface area exposed to attacks, the servers run only those software components that are mission critical, with all non-essential components and functions removed or disabled.

Our engineers use best practices and industry-standard secure coding guidelines to ensure secure design and implementation. Access to sensitive data and systems is granted on an as-needed basis. All newly hired personnel with access to sensitive data are subject to background checks. We maintain audit logs on all of our systems that provide an exhaustive account of which personnel have accessed which systems.

Through a secure online website, the Claims Information Management System allows us to provide our clients the ability to view the detail of each individual claim, including claimant and claim information, all transactions including reserves and payments, claim notes and any supporting documentation, as well as Medicare, Litigation, Subrogation, Excess Carrier and Death Benefits information, if applicable. All attached supporting documents are downloadable for viewing and/or printing. All information is continually updated and is live. There is also a messaging system through which our clients have the ability to send a message to United Safety & Claims staff.

Upon login, our clients see a dashboard containing their company's total experience to date, showing the number of all open, closed and reopened claims, along with the current monthly activity, as well as the work status of all current claimants.

The system allows us to provide specialized reporting and not only provides control and information reports, but it also provides numerous reports and statistics to risk managers for analyzing claims. The Claims Cost Analysis report based on type of injury, part of body, nature of injury, agency of injury, time of injury, length of service, age and sex has

proven very useful to risk management in spotting claims cost trends and taking corrective actions to reduce those costs.

A Fee Schedule Management System has also been integrated into our Claims Management System to provide medical bill payment support. This system reviews and adjudicates all medical bills according to the Oklahoma Workers' Compensation Fee Schedule. It also creates checks and an Explanation of Benefits (EOB), checks for duplicate charges, provides screening for PPO status for submission, generates control reports, etc.

Our IT Company is continually monitoring and updating the Claims Management System with additional data gathering and reporting functions to better meet the needs of our clients. We will always welcome suggestions from our clients for additional information or reports that we will help in the administration of their workers' compensation programs.

- b. All reports can be run at any time. Copies of reports are attached and many of them can be run various ways, based on the criteria selected.
- c. Our clients have access to create their own reports in our Claims Management System using the Reports section of the website. They choose the report they want to create from a list, enter the criteria needed, submit their request via the click of a button and the report is generated in Excel format. All reports are downloadable for viewing and/or printing.
- d. US&C does not remove any claim information from our system for existing clients.
- e. United Safety & Claims has not experienced any unscheduled downtime within the last two years.
- f. Claims data can be migrated into our system for a fee. This fee is estimated on a case-by-case basis.
- g. US&C is mostly paperless, but for legal purposes, keeps necessary portions of the paper file. If the client prefers, we will keep the paper file in its entirety.

3. CLAIMS MANAGEMENT SERVICES

- a. Our claims management philosophy is to provide the best medical care for your employees and return them to work as soon as possible. Our belief is that benefits allowed by law require employers to provide good medical care and to provide those required benefits based on the fairness and reasonableness of the evidence at hand. We provide advice to help you determine proper compensation for injury or illness in accordance with the laws of the local jurisdiction. Additionally, we diligently follow

proper procedures for reporting, investigation, recording and treatment of industrial injuries and diseases.

Interaction between employers, employees and providers will optimize results for US&C's clients. By coordinating the activity of all parties, we minimize "misunderstandings" that can increase claims costs. Maintaining contact with all concerned parties enables us to head off problems that can lead to a sense of distrust by employees which, in turn, may cause them to engage legal counsel.

The claims department consists of a Claims Manager, Claims Adjuster, Claims Processor and Claims Processor Supervisor. The Claims Adjuster and Claims Processor are assigned to a specific client/employer so there is consistency in communication with the employer. The Claims Adjuster handles all loss time and litigated cases. The Claims Processor handles the medical only cases and is responsible for adjudication and payment of medical bills along with assuring the proper balance in the clients' claims banking account. The standards for claims handling consists of 24 hour contact with employer, employee and treating doctor; 5 days to evaluate and set initial reserves; 20 days to investigate and determine compensability; 45 days or less to conclude medical only claims unless properly documented.

b./c. Our clients currently have the ability to submit CC-Form 2's by mail, fax or email; email being the preferred method. The reported injury by CC-Form 2 is reviewed and assigned by the Claims Manager to the proper Claims Adjuster or Claims Processor. The reporting of the cases begins immediately within our system after the claim information is given to data entry, placed into the system and given a claim number. Once the initial investigation is completed a recommendation is given to the client as to accepting or denying compensability of the case. No case will be denied without the permission of the client. Once a case is accepted a reserve worksheet is completed and placed in the file. The case is given a diary date for 5 days and then reviewed by the Claims Adjuster based on the needs of the file. The Claims Manager periodically conducts random file reviews to assure the handling Claims Adjuster is meeting standards and communicating with the client and employee.

d. United Safety does not have a specific reporting package, this is customized to the client. Currently, the City provides us with the CC-Form 2, a Report of Injury and any witness statements, if applicable.

e. All claims are handled using the same procedures, whether there is one location or multiple locations. Our system allows us to initially set up our clients by location and departments. This enables us to provide the client with detailed information to analyze their claim data and determine any problems.

f. US&C's reserving philosophy is based on known facts plus experience. We will reserve based on the best available evidence rather than on the worst-case scenario. Our reserve and settlement analysis are based on facts with the goal in mind being settlement

without a court trial unless it is absolutely necessary. Reserves are evaluated at least every 60 days for changes of condition.

g. Our practice of the Three-Point Contact is contact letters are sent to all claimants with no lost-time, informing them that their claims have been received, the name of the processor handling the claim, and our toll-free telephone number, should they have any questions. We contact all lost-time claimants by telephone within 24 hours of the time we receive the claim. Recorded statements in deposition form are taken on all lost-time claims. We constantly monitor lost-time claims in progress and verify bi-weekly that the claimant is still off work prior to paying indemnity benefits. A follow-up contact with the injured employee is made to determine progress with treatment and personal needs.

h. We are providing the most recent SOC 1 audit, formerly known as SAS 70. The CPA firm that produced this report for us in the past has advised us that this type of report is no longer recognized in the industry. United Safety & Claims does, however, continue to use the same standards and practices in order to maintain the integrity of our company and the trust of our clients.

i. US&C reports all claims that are Medicare eligible to the COBC based on the reporting requirements set forth. Each month a letter is sent to our clients stating what claims have been reported on their behalf.

j. A team approach is used for each client. An assigned Claims Adjuster and Claims Processor will handle all aspects of the claim procedures. The Claims Processor handles the medical bill adjudication, payments, as well as the funding of the claims account. The Claims Processor also handles all Medical Only cases. The Claims Adjuster handles the Lost Time and Litigated cases for the client. The team approach enhances communications as the client deals with only their team for the claims handling. We have an incentive program for the team that if they receive a denial at the lower Court level, they receive a ½ day off with pay.

The average tenure for our Adjusters is 18 years. The claims team has an average of 24 years of healthcare experience, with experience in phlebotomy, lab work, medical/health benefits, Medicare benefits, medical coding and billing and subrogation. The overall turnover rate is 6.5 years for our Adjusters, with tenure ranging from 1 year to 19 years. Our Adjusters currently handle a maximum of 200 lost time and litigated claims. Our medical processors handle a maximum of 250 medical claims. The adjusters do not handle Information Only claims. These claims are data entry only until the time that they are controverted.

k. We will consider placing a dedicated Adjuster in a Client's office if the Client will pay for the entire cost of doing so.

l. Complex claims can be difficult from the standpoint of compensability as it applies to the actions that create an alleged injury and/or addressing difficult injuries to be sure the employer is responsible either in total or partially for the treatment costs. We conduct an

in-depth investigation by telephone interview/recorded statement of witnesses, supervisors, and the injured employee to create a record of the testimony. Certain occasions may require a recommendation to hire experts to establish causation and establish if the reported injury is really employment related or personal in nature. When a complex injury is reported, we often suggest the use of Nurse Case Managers that can quickly establish the extent of the injury and recommend any special needs that may occur. We seek out the best specialist physicians that may be needed when the injury requires a special treatment plan.

m. Our claims staff attends legal and medical seminars presented by the most experienced firms and clinics. This ensures our claims staff is up to date on new procedures and treatment techniques. All Adjusters maintain Continuing Education hours as required by the Oklahoma Insurance Department for renewal of their license.

n. United Safety & Claims does not employ a Medical Director; our adjusters stay updated on occupational illness and injury medical information through daily communication with physicians, physician assistants and physical therapists, through medical reports and inquiries as to questionable procedures and/or recommendations contained in medical reports, which are reviewed daily. On cases to which a nurse case manager is assigned, the adjusters maintain very close contact with the nurse case manager as to treatment plans and expected outcomes. Our adjusters also attend seminars regarding the latest treatment procedures and ongoing clinical studies, taught and/or promoted by local physicians' groups.

o. Quality Controls are maintained by checks and balances, i.e. separation of responsibilities from data entry to notices/reminders to claims personnel on unreserved claims. Our claims system alerts when errors or delays are about to occur. The Claims Manager periodically conducts random file reviews through the year to assure the handling Claims Adjuster is meeting standards and communicating with the client and employee. Adjusters are required to complete settlement analysis worksheets and submit them to the Claims Manager for approval on all cases before presenting them to the employer for authority to make a settlement offer. The Claims Supervisor reviews all claims prior to closing to ensure all bills have been paid along with any taxes due.

p. We currently do not have the ability to benchmark. Most excess reinsurance companies provide this service.

MEDICAL MANAGEMENT SERVICES

a.-f Medical case management providers are sub-contracted for the more serious injuries and the use of auditors for large hospital expenses. We only recommend these services on an as-needed basis. We do not offer our own medical case management services. Our oversight of these providers comes at **no extra charge**.

The Oklahoma Workers' Compensation Act has established a medical fee schedule that provides for capping these fees if properly used. Many of our competitors contract out bills for adjudication and then charge a cost-plus to the employer. US&C has its own in-house review system that ensures the proper fee is paid. We exceed the requirements of the Act by paying medical bills within 30 days. In addition, we maintain agreements with several PPO vendors that give additional discounts on both medical bills and prescriptions when a member provider is utilized. We also have contracts with several certified workplace medical programs to allow our clients to make a selection that best fits their needs.

g. ICD9/10, CPT and HCPC codes and the established fee schedule are all integrated into our bill paying system to ensure proper payment.

h. Since July 2004 when United Safety was awarded this contract, the City of Lawton has been billed \$33,445,402.80 in medical costs. Through our bill review system, Oklahoma Fee Schedule and our PPO system we have saved the city \$18,101,299.60. This is a 54% reduction in medical costs.

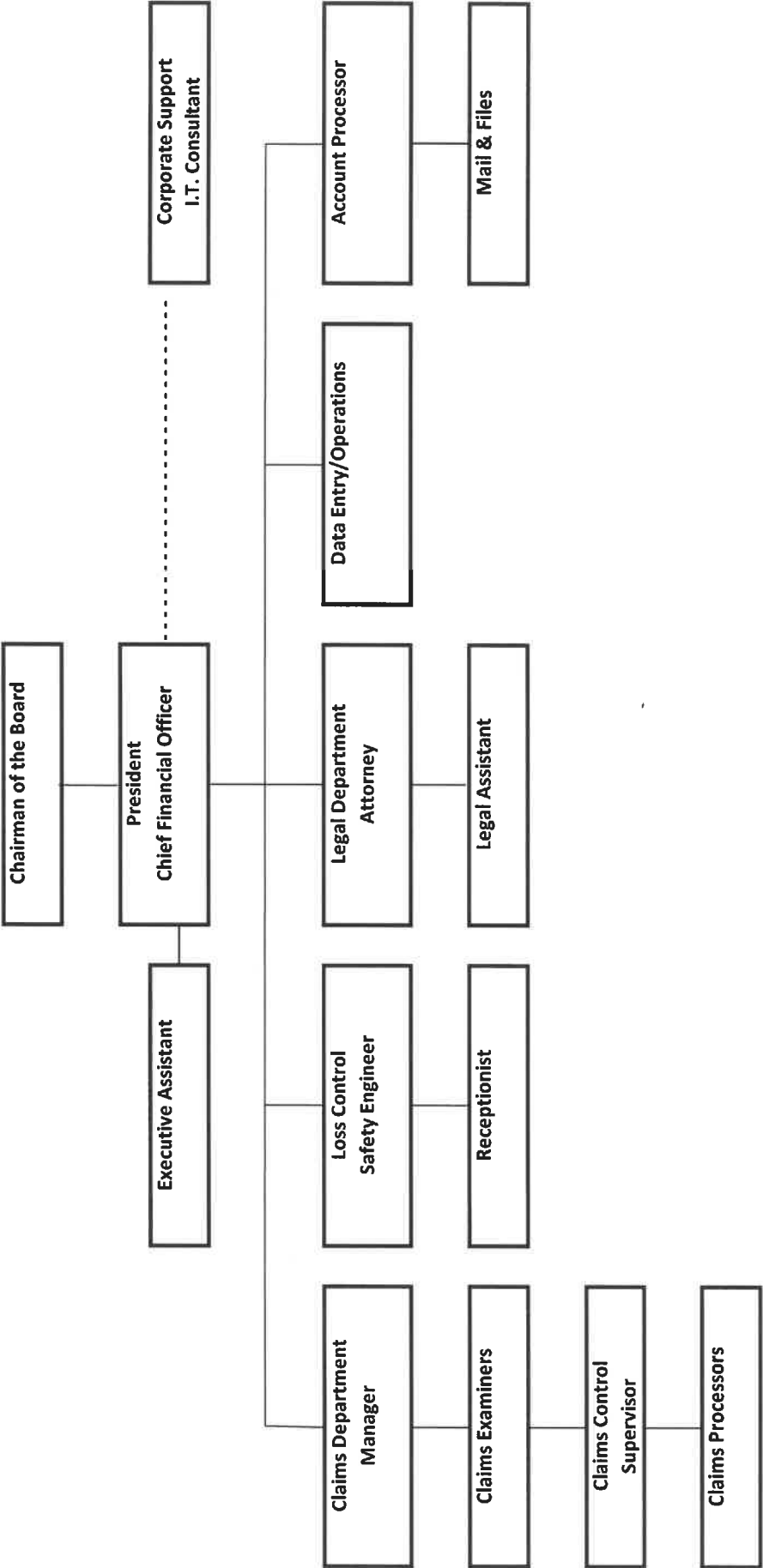
i. All claims are reviewed based on the Oklahoma fee schedule. If a PPO discount applies, then the discount is applied to the bill.

Enclosed are United Safety & Claims' proposal documents, samples of reports, the latest SOC I Report, a separate list of all clients along with addresses and phone numbers, a copy of our TPA approval and a Certificate of Insurance, our Dishonesty Policy and our annual financial statement. We have always carried \$2,000,000.00 in E&O coverage. In the past nineteen years the City of Lawton has accepted this. If the City renews our contract, we will increase this if needed.

We appreciate this opportunity to bid on your workers' compensation claims services. Contractually, we have been allowed an annual 3% increase and since the inception of our contract in 1998, have taken the increase only three times: 2016, 2019 and 2021. We do not customarily take this increase unless cost of doing business causes us to do so. Should you need any additional information please feel free to contact Chali Stevens, President at 918-664-8816. The attached fee proposal expires in 60 days from proposal due date.

UNITED SAFETY & CLAIMS, INC.
SERVICE AUDITORS' REPORT

a-ii. ORGANIZATIONAL CHART



UNITED SAFETY & CLAIMS, INC.

SERVICE ORGANIZATION CONTROLS REPORT

with

Independent Service Auditor's Report

October 31, 2020

Jay & Associates, P.C.
Certified Public Accountants
Tulsa, OK

UNITED SAFETY & CLAIMS, INC.
SERVICE ORGANIZATION CONTROLS REPORT

TABLE OF CONTENTS

	<u>Page</u>
I. INDEPENDENT SERVICE AUDITORS' REPORT	1
II. UNITED SAFETY & CLAIMS, INC.'s ASSERTION	4
III. INTRODUCTION PROVIDED BY UNITED SAFETY & CLAIMS, INC.	
a. Overview of operation and organization	5
b. Claims management services	5
c. Loss control services	5
d. In-House legal services	6
e. Additional services	6
IV. DESCRIPTION OF CONTROL ENVIRONMENT ELEMENTS PROVIDED BY UNITED SAFETY & CLAIMS, INC.	
a. Personnel policies	7
b. Segregation of duties	8
c. Physical and data access	10
d. Hardware and systems software	11
e. Application systems development, maintenance, and modification	12
f. Claims and computer operations	12
V. CONTROL OBJECTIVES SPECIFIED BY UNITED SAFETY & CLAIMS, INC.	
a. Organization and administration	14
b. Physical and data access	15
c. Hardware and systems software	16
d. Application systems development, maintenance, and modification	16
e. Claims and Computer Operations	17
VI. USER CONTROL CONSIDERATIONS PROVIDED BY UNITED SAFETY & CLAIMS, INC.	19
VII. OTHER INFORMATION PROVIDED BY UNITED SAFETY & CLAIMS, INC.	
a. Emergency and contingency for disaster considerations	20
b. Organizational chart	21



Certified Public Accountants

4312 East 51st Street

Tulsa, Oklahoma 74135

(918) 492-0106

FAX (918) 496-8133

E-mail: jaycpas@jay-cpa.com

INDEPENDENT SERVICE AUDITORS' REPORT

Board of Directors
United Safety & Claims, Inc.
Tulsa, Oklahoma

Scope

We have examined United Safety & Claims, Inc.'s (US&C) description of its claims processing system entitled "United Safety & Claims, Inc.'s Description of Its Claims Processing System" for the claims management and user institution support, loss control, accounts processing, in-house legal counsel, computer operations, application programming and technical services functions as of October 31, 2020 and the suitability of the design of the controls included in the description to achieve the related control objectives stated in the description, based on the criteria identified in "United Safety and Claims, Inc.'s Assertion". The controls and control objectives included in the description are those that management of United Safety & Claims, Inc. believes are likely to be relevant to user entities' internal control over financial reporting and the description does not include those aspects of the Claims Processing system that are not likely to be relevant to user entities' internal control over financial reporting.

The description indicates that certain complementary user entity controls must be suitably designed and implemented at user entities for related controls at the service organization to be considered suitably designed to achieve the related control objectives. We have not evaluated the suitability of the design or operating effectiveness of such complementary controls.

The information in section VII, "Other Information Provided by United Safety & Claims, Inc.," that provides an organization chart and describes emergency and contingency for disaster considerations, is presented by management of US&C to provide additional information and is not part of the US&C's description of its system made available to user entities as of October 31, 2020. Information about US&C's organizational chart and its emergency and contingency for disaster considerations has not been subjected to the procedures applied in the examination of the description of the system and of the suitability of the design of controls to achieve the related control objectives stated in the description of the system, and accordingly, we express no opinion.

Service organization's responsibilities

In Section II of the description, US&C has provided an assertion about the fairness of the presentation of the description and suitability of the design of the controls to achieve the related control objectives stated in the description. US&C is responsible for preparing the description and for its assertion, including the completeness, accuracy, and method of presentation of the description and the assertion, providing the services covered by the description, specifying the control objectives and stating them in the description, identifying the risks that threaten the achievement of the control objectives, selecting the criteria, and designing, implementing, and documenting controls to achieve the related control objectives stated in the description.

Service auditor's responsibilities

Our responsibility is to express an opinion on the fairness of the presentation of the description and on the suitability of the design of the controls to achieve the related control objectives stated in the description, based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether, in all material respects, based on the criteria in management's assertion, the description is fairly presented and the controls were suitably designed to achieve the related control objectives stated in the description as of October 31, 2020. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

An examination of a description of a service organization's system and the suitability of the design of the service organization's controls to achieve the related control objectives stated in the description involves performing procedures to obtain evidence about the fairness of the presentation of the description of the system and the suitability of the design of the controls to achieve the related control objectives stated in the description. Our procedures included assessing the risks that the description is not fairly presented and that the controls were not suitably designed to achieve the related control objectives stated in the description. An examination engagement of this type also includes evaluating the overall presentation of the description and the suitability of the control objectives stated therein, and the suitability of the criteria specified by the service organization and described in US&C's assertion.

We did not perform any procedures regarding the operating effectiveness of the controls stated in the description and, accordingly, do not express an opinion thereon.

We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Inherent limitations

The description is prepared to meet the common needs of a broad range of user entities and their auditors who audit and report on user entities' financial statements and may not, therefore, include every aspect of the system that each individual user entity may consider important in its own particular environment. Because of their nature, controls at a service organization may not prevent, or detect and correct, all misstatements in processing or reporting transactions and/or identify the function performed by the system. Also, the projection to the future of any evaluation of the fairness of the presentation of the description, or conclusions about the suitability of the design of the controls to achieve the related control objectives, is subject to the risk that controls at a service organization may become ineffective.

Other matter

We did not perform any procedures regarding the operating effectiveness of controls stated in the description and, accordingly, do not express an opinion thereon.

Opinion

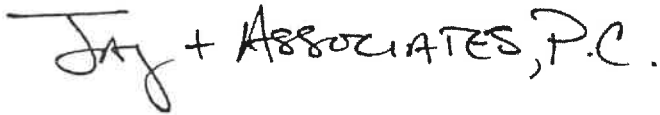
In our opinion, in all material respects, based on the criteria described in US&C's assertion –

- a. the description fairly presents the claims processing services system that was designed and implemented as of October 31, 2020, and

- b. the controls related to the control objectives stated in the description were suitably designed to provide reasonable assurance that the control objectives would be achieved if the controls operated effectively as of October 31, 2020 and user entities applied the complementary user entity controls contemplated in the design of US&C's controls as of October 31, 2020.

Restricted use

This report is intended solely for the information and use of management of United Safety & Claims, Inc., user entities of United Safety & Claims, Inc.'s claims processing services system as of October 31, 2020, and their auditors who audit and report on such user entities' financial statements or internal control over financial reporting and have a sufficient understanding to consider it, along with other information, including information about controls implemented by user entities themselves, when assessing the risks of material misstatements of user entities' financial statements. This report is not intended to be, and should not be, used by anyone other than the specified parties.

Handwritten signature in black ink that reads "Jay + Associates, P.C.".

Tulsa, Oklahoma
October 31, 2020

II. UNITED SAFETY & CLAIMS, INC.'s ASSERTION

We have prepared the description of United Safety & Claims, Inc.'s claims processing services (the "description") for user entities of the system as of October 31, 2020, and their user auditors who have a sufficient understanding to consider the description, along with other information, including information about controls implemented by user entities themselves, when obtaining an understanding of user entities' information and communication system relevant to financial reporting. We confirm, to the best of our knowledge and belief, that:

- a. The description fairly presents the claims processing services system, including related support services, made available to user entities of the system as of October 31, 2020 for processing their transactions. The criteria we used in making this assertion were that the description:
 - i. Presents how the system made available to user entities of the system was designed and implemented to process relevant transactions, including:
 - 1. The types of services provided, including, as appropriate, classes of transactions processed.
 - 2. The procedures, within both automated and manual systems, by which those transactions were initiated, authorized, recorded, processed, corrected as necessary, and transferred to the reports presented to user entities of the system.
 - 3. The related accounting records, supporting information and specific accounts (if applicable) that are used to initiate, authorize, record, process and report transactions; this includes the correction of incorrect information and how information is transferred to the reports presented to user entities of the system.
 - 4. How the system captures and addresses significant events and conditions, other than transactions.
 - 5. The process used to prepare reports or other information provided to user entities of the system.
 - 6. Specified control objectives and controls designed to achieve those objectives.
 - 7. Other aspects of our control environment, risk assessment process, information and communication systems (including the related business processes), control activities and monitoring controls that are relevant to processing and reporting transactions of user entities of the system.
 - ii. Does not omit or distort information relevant to the scope of the claims processing services system, while acknowledging that the description is prepared to meet the common needs of a broad range of user entities of the system and the independent auditors of those user entities, and may not, therefore, include every aspect of the claims processing services system that each individual user entity of the system and its auditor may consider important in its own particular environment.
- b. The controls related to the control objectives stated in the description were suitably designed as of October 31, 2020, to achieve those control objectives. The criteria used in making this assertion were that:

- i. The risks that threaten achievement of the control objectives stated in the description have been identified by the service organization; and,
- ii. The controls identified in the description would, if operating as described, provide reasonable assurance that those risks would not prevent the control objectives stated in the description from being achieved.

III. INTRODUCTION PROVIDED BY UNITED SAFETY & CLAIMS, INC.

A. OVERVIEW OF OPERATION AND ORGANIZATION

United Safety & Claims, Inc., Tulsa, Oklahoma ("US&C" or the "Company"), a Third Party Administrator, provides claims management, loss control services and in-house legal counsel to a wide variety of clients. US&C extends those services to entities which self-insure their own workers' compensation plans, known as certified own risk clients, self-insured groups, insurance trusts, insurance companies and not-for-profit organizations. Other services provided by US&C include accounts processing, alternative risk financing and management information services.

B. CLAIMS MANAGEMENT SERVICES

US&C's claims management services provide a business management plan designed to meet the client's needs. Claim procedures are based on the foundation that benefits allowed by law require employers to provide medical care and to provide those required benefits based on the fairness and reasonableness of existing evidence. US&C determines proper compensation for injury or illness in accordance with the laws of the local jurisdiction. Established procedures are designed for proper reporting, investigation, recording and treatment of industrial injuries and diseases.

Loss reserves are based on facts with the goal being settlement without litigation. Reserves are evaluated at least every 60 days.

Claims are promptly acted upon and are closely monitored to ensure proper disposition. Litigation management is provided by US&C. US&C provides the employer with copies of paid bills, checks issued and an explanation of benefits. Reports are prepared for the Workers' Compensation Commission and remittances for taxes and settlements are made to the taxing authorities.

C. LOSS CONTROL SERVICES

US&C's Loss Control Department promotes safety in its clients' work places. Through loss control surveys, unsafe conditions are identified and plans to eliminate these conditions are developed, thereby effectively reducing losses and operating costs. US&C incorporates current federal and state work place safety laws and regulations to ensure the safety and health plans are in full compliance. Levels of safety management services include basic services, management system compliance and total management compliance.

D. IN-HOUSE LEGAL SERVICES

The legal department provides clients with the option of in-house legal services. The legal department consists of one attorney and one legal secretary/assistant. Claims are assigned to the legal department by the claims adjuster from within US&C once the claim becomes "litigated", i.e., when a claimant indicates he/she is represented by an attorney. Upon receipt of a litigation assignment, an entry of appearance and any other appropriate pleadings asserting legal defenses are filed with the court to protect the interest of the client. Documentation is provided routinely to the claims adjusters utilizing correspondence with copies of all legal documents, summaries of court appearances, depositions, etc.

Business is conducted within the department much in the same way it would be in a private law firm; however, in-house counsel provides more direct access for personal consultation with the claims department. The legal department maintains separate files from those maintained by the claims department to protect the integrity of both the legal and claim files.

E. ADDITIONAL SERVICES

Accounts processing services provide US&C's clients with their own database covering each individual member. These files contain detailed information for premium collections, deductible billings, NCCI reporting, audit billings, and monthly experience reports. US&C records deposit transactions in the database and maintains periodic balancing reports for use in clients' financial statements. Each claims bank account is reconciled monthly. US&C aids in annual payroll auditing, resulting in updated payroll and premium information.

US&C assists clients with a variety of alternative risk financing through excess reinsurance carriers, occupational accident insurance and other cost control plans.

Management information services are available through the claims management system and provide meaningful information for clients. Numerous reports and statistics are available to risk managers for claims analysis. An integrated fee schedule management system provides medical bill payment support by reviewing and adjudicating medical bills according to Oklahoma Workers' Compensation Fee Schedule while screening for duplicate charges and PPO status.

US&C utilizes an IBM AS/400 linked to personal computers and printers, giving US&C the capabilities of direct data transfers to clients and reinsurers.

IV. DESCRIPTION OF CONTROL ENVIRONMENT ELEMENTS PROVIDED BY UNITED SAFETY & CLAIMS, INC.

This section describes the controls that have been implemented at US&C to achieve control objectives related to the electronic data processing of each customer's accounting systems and information. The controls are described within each of the following classifications:

- Personnel Policies;
- Segregation of Duties;
- Physical and Data Access;
- Hardware and Systems Software;
- Application Systems Development, Maintenance and Modification; and
- Claims and Computer Operations.

A. PERSONNEL POLICIES

Personnel policies and procedures are developed by US&C's Human Resources Department. A general Policy and Procedure Manual is issued and available to all levels of management which explains the policies and procedures to be followed during the employee hiring, evaluation, and termination process. Each employee is issued an Employee Handbook explaining general employment policies and procedures of the Company and other personnel standards to be upheld related to ethics, security, confidentiality, and appropriate use of computer equipment and Company facilities. Important control points associated with the administration of personnel policies include the following:

- Hiring procedures;
- Employee performance evaluations;
- Vacation requirements;
- Termination procedures; and
- Employee training.

A summary of the procedures followed in each of these areas is given below:

1. Hiring Procedures

All prospective employees are required to complete a standard application and submit references that may be contacted before consideration for employment. References are investigated and documented by the hiring individual. In compliance with the Immigration Reform and Control Act of 1986, persons hired are required to furnish proof of United States citizenship or eligibility to work in the United States within three days of the hire date.

2. Employee Performance Evaluations

Job responsibilities are communicated to employees upon hiring. Employees are hired on a probationary basis for the first 90 days following their hire date. An initial performance review is conducted at the end of the 90-day period and subsequent performance evaluations are done on at least an annual basis. The review process is designed to give employees managerial feedback on their performance and discuss future objectives to be achieved.

3. Vacation Requirements

Employees are encouraged to take a vacation each year and are not allowed to carry over more than one-half of their annual vacation. All employees with eighteen months of service are required to take at least one week of vacation each year, and those with ten or more years of service must take at least two weeks of vacation annually.

4. Termination Procedures

Termination procedures require that all Company property be returned, and key supervisory management notified. Access privileges of terminated employees are removed in a timely manner. An appraisal of a terminated employee must be completed by management and placed in the employee personnel file.

5. Employee Training

Employee training occurs at both the corporate and business unit level. The focus of the corporate training program is to enhance the leadership and supervisory skills of individuals with managerial responsibilities.

The Company encourages employees to extend their knowledge and skills by enrolling in educational programs. Financial assistance is available through the United Safety & Claims Educational Reimbursement Plan that will reimburse tuition and textbook costs for approved courses.

Claims department employees who wish to become claims examiners may utilize a self-study program in which the Company furnishes study manuals and reimburses the costs of testing and license fees. Employees required by regulations to maintain continuing educational credits are reimbursed the costs of attending the education sessions.

B. SEGREGATION OF DUTIES

Adequate segregation of duties exists between US&C personnel and user institutions. Contracts with users identify the duties of US&C and the user institution.

The internal organization of the service center provides for adequate segregation of functions between claims department, loss control, accounts processing, and computer operations, programming, and technical services. All identified functional areas are assigned to a manager or supervisor. The service center is organized into the following segregated functional areas:

- Claims management and user institution support;
- Loss control;
- Accounts processing;
- Computer operations, application programming and technical services; and
- In-house legal services.

Administrative and operational policies and procedures are maintained in a standards and procedures manual addressing each major functional area within the service center. The manual is updated periodically and distributed to appropriate personnel. A description of the general duties performed by each of the above areas is given below.

1. Claims Management and User Institution Support

The claims management functions are responsible for interfacing with service center user institutions to provide general claims processing in the use of the service products provided by the service center and for ensuring that user institutions' claim needs are adequately addressed. User institution support services are divided among areas of specialty to better and more quickly serve the needs of user institutions. Examiners and processors investigate claims filed by the employers, administer benefits to the worker, and handle reserves, settlements and litigation management. Service support employees are responsible for proper tax reporting, closed file reviews, transcription, document copying and confirmation of medical appointments. Administrative procedures of the claims support function ensure that all appropriate regulatory changes are communicated to the programming and computer operations group.

2. Loss Control

Loss control services are provided to each participating user institution in accordance with the provisions of the specific contract.

Loss control representatives conduct periodic safety surveys (inspections). US&C's inspections include walk-through surveys of the business operations, observing all operations and processes, and being alert for OSHA violations, hazards, and unsafe employee practices and conditions. Written reports are provided to the user institution, including recommendations and suggested resolutions for each problem identified. Subsequent reviews are performed on each recommendation and a loss control engineer may be assigned to monitor progress.

3. Accounts Processing

Collections of premiums, assessments, audit payments, and other revenues are received by US&C. Properly identified receipts are coded and recorded into the computer deposit record. Unidentified collections are acted on immediately by contact with the payer for clarification. Collections are deposited daily unless the purpose of the remittance cannot be determined that day or is received after the daily deposit has been made. Monies not deposited are secured overnight. Claim accounts are reconciled monthly to the bank statements. Monthly reports are provided to the user's administrator and the Board of Directors containing important information to assist in operational decisions.

4. Computer Operations, Application Programming and Technical Services

Computer operations, application programming and technical services are functions of the Management Information Services (MIS) department. The MIS department consists of a data entry clerk. A third party consultant performs the functions of the MIS department manager

under direction of US&C management. References to the MIS manager throughout this report are referring to this consultant.

The computer operations function is responsible for the accurate and timely processing and distribution of user information. Computer operations personnel ensure all application input is available and complete before the update cycle is started, perform production job processing, monitor the distribution of user reports, and ensure user institution transactions and files are adequately backed up and stored appropriately in the tape library.

The MIS department manager performs the programming function. The manager maintains the workers' compensation systems that are run on the computer.

Accordingly, the manager is responsible for the development, maintenance, and testing of application software to be implemented for production processing. The manager is also responsible for the installation and support of the operating system for the AS/400 and several personal computers used for word processing.

The technical services function is responsible for providing support for systems software and is performed by the president and MIS department manager. Critical systems software supported by technical services includes the operating system, medical fee schedule software, on-line data base management software, and AS/400 security software. Technical services are also responsible for the development and maintenance of a viable disaster recovery plan which addresses all aspects of data processing operations.

5. In-House Legal Services

In-house legal services are provided to clients in accordance with the provisions of the specific contract.

Legal files are maintained separately from claim files to maintain the integrity of both the legal and claim files.

All claims for payment of legal services are submitted and approved by the claims department. Legal counsel provides legal advice on behalf of the client to the claims examiners and processors when necessary, and receives authority from the claims department on behalf of the client to negotiate any potential claim settlement.

C. PHYSICAL AND DATA ACCESS

US&C is in an office building in Tulsa, Oklahoma. The offices are staffed during normal working hours, five days a week.

Personnel are on duty at all times in the computer room during daytime operations. Computer processing activities during evenings and at night are unattended and controlled by scheduling software. Results are reviewed the following workday. The computer room is located within the office area. Access to the computer room is available through a standard entry door and is not controlled by a security system during standard working hours.

After hours, standard key locks control entry to the office area, and a keypad security system activates a series of motion detectors. The entry doors into the office are secured through a keypad lock. Only authorized employees have codes to the doors. The entry is also monitored by an Internet Protocol camera that allows the president and chief financial officer to view the entry from their computers or anywhere on the Internet.

Certain employees are issued codes which are recognized by the keypads and allow access to the office. Unauthorized access attempts activate an alarm system that will summon management and the security service. The security system maintains a log of which codes were used each time the alarm is turned off or on.

Media, paper and electronic, containing sensitive user institution information that is no longer needed is stored and disposed of in a secure manner. Media to be disposed of is stored in secure operational areas.

Access to the data processing system is controlled by the AS/400 Security System. This system allows access to data to be controlled at the file and program level.

Users are added on the system by the security administrator with the approval of management. Users are assigned a logon ID and are required to choose a confidential password. Users must change their password every ninety days. Both the logon ID and password must be entered and validated by the system each time a user signs on.

The system will allow only three invalid sign-on attempts before it suspends the user's logon ID and shuts down the user's terminal, requiring reactivation by the MIS manager.

Additional security is provided by the use of menus. Groups of users are assigned a main menu from which their processing is performed. The group assignment corresponds with the user's job description. This is a controlled environment in which the user can only enter options to process a job or go to a different menu. All sub-menus have a return point to the main menu. Command lines are eliminated from most user profiles, eliminating the ability to issue unauthorized system commands.

The Company provides its customers with on-line inquiry to claims information for a fast response at their convenience. The customer is provided with software that connects the user to the Company's firewall. The firewall validates every computer address that attempts to log in and prompts the user for a user ID and password. Once access is granted, the user has inquiry only access to only their claims account information.

D. HARDWARE AND SYSTEMS SOFTWARE

US&C operates with an IBM AS/400 computer, approximately twenty work stations, and ten printers. The IBM computer is located in a separate room with the MIS staff.

Maintenance contracts are in force which provide for continued system hardware reliability. All hardware problems are reported to the appropriate vendor. Management reviews hardware problems.

The primary systems software components such as the AS/400 operating system, data base management system, check-printing system Formula One, Fee Schedule Management system, and the AS/400 security software system are supported by the respective vendors. In the past year, management has implemented a new windows-based system and has been running both the old and new software for the past year. Management intends to move all work to the new windows-based system and away from the AS/400 over the upcoming months. Modifications and updates to the software are made by the vendor and sent to the service center. The MIS manager is responsible for management of the systems software and ensuring its performance meets the requirements of the service center processing environment. Management approves all changes to systems software. Changes are tested before being implemented in production. All system software changes are documented and the president and the MIS manager schedule implementation.

E. APPLICATION SYSTEMS DEVELOPMENT, MAINTENANCE AND MODIFICATION

The workers' compensation application software of US&C's data center was developed internally by the Company and is supported by the MIS manager. The department has developed standardized procedures for all phases of the program development and change process. The procedures are documented in a manual that is available to all computer and management personnel. The standards were developed by programming management and cannot be changed without management approval.

Program development or modification activities can result from client or user service requests or originate from operational areas within the service center organization. All development or modification requests must be submitted in writing to the proper management authority for approval. Documentation is maintained as a record of changes. The results are reviewed by management to ensure user requirements are met.

Documentation standards exist to provide for an adequate level of documentation. Program and job run documentation is backed up on magnetic tape and stored off-site on a regular basis.

Management from the programming department and the corporate president meet to review proposed installation of new production programs. Approved installations are made at the discretion of the MIS manager. Access to the program change functions of the software is restricted to the president and the MIS manager.

F. CLAIMS AND COMPUTER OPERATIONS

The service center has implemented standard controls for receiving, processing, and distributing user data to provide reasonable assurance that data processing operations are adequately controlled, and that work is completed timely and accurately.

Input to workers' compensation applications is determined and verified from all sources before processing begins.

All production processing is scheduled. The schedule is provided to computer operators daily. If a job is not processed, the MIS manager will determine if processing problems exist before restarting the job.

V. CONTROL OBJECTIVES SPECIFIED BY UNITED SAFETY & CLAIMS, INC.

The Company has specified its control objectives and identified policies and procedures to achieve these objectives. For each control objective there is an indication by functional area within the Company of control policies and procedures that are designed to achieve the stated control objective.

A. ORGANIZATION AND ADMINISTRATION

1. Objective: The Company provides for adequate segregation of functions, such that no person has incompatible duties which would permit the perpetration and concealment of irregularities.

Control: The organizational structure provides adequate segregation of functions between the Company's departments.

Control: All identified functional areas are assigned to a supervisor or manager.

2. Objective: A segregation of responsibilities is maintained between the Company and its user clients which results in independence between data processing functions and user institution functions.

Control: The Company is an independent corporate entity from user clients. Service contracts clearly identify user and Company responsibilities.

Control: The user institutions do not have on-line access with the ability to modify data files maintained by the Company.

3. Objective: Administrative and operational procedures are documented through comprehensive written job descriptions.

Control: Administrative and operational policies and procedures are maintained in a policies and procedures manual for each major functional area of the Company. They are subject to updates periodically and distributed to the proper personnel.

Control: Job descriptions have been defined and distributed to the proper personnel.

4. Objective: Employees have qualifications suitable for employment with the Company.

Control: Applicants' references are checked.

Control: New employees are evaluated after ninety days of employment. All employees are evaluated at least annually.

B. PHYSICAL AND DATA ACCESS

1. Objective: Access to US&C's facilities is restricted to authorized individuals. After-hours access to the facilities is restricted to authorized employees.

Control: The service center is staffed during normal working hours. The computer room is staffed by an operator or management during normal working hours.

Control: Electronic keypad systems with motion detectors are activated after hours and main entries to offices are locked, and can be opened only by keys issued to authorized individuals. Unauthorized entry will summon the authorities. Authorized access to office areas is assigned by job descriptions.

2. Objective: Sensitive documents are stored and handled in a secure manner.

Control: Claim checks are laser printed to blank paper, numerically controlled by the computer. Accordingly, check stock is not maintained on the premises. Access to the check writing process is limited to computer room personnel and management. Media containing sensitive institution and claimant information is stored in a secure manner with restricted access.

3. Objective: Physical assets exist and are safeguarded from loss or misappropriation.

Control: The Company maintains insurance coverage for its assets, including the data processing equipment.

Control: Personnel policies require that employees understand the use and protection of Company equipment.

4. Objective: Logical and physical access to programs and data files is limited to properly authorized individuals.

Control: Access to on-line information is generally on an inquiry status and is available to the proper employees and clients through security software restrictions established by management. Access to non-static information files is granted to processors and they may make changes to general file information and reserves. Processors have not been granted rights to change claim payments or information. Any changes must be submitted through the data input function. Clients are granted inquiry only access, which restricts the client to only their claim information and prevents modification of any data.

5. Objective: Physical access to production data files is restricted.

Control: Access to individuals to modify production files is controlled by the MIS manager.

C. HARDWARE AND SYSTEMS SOFTWARE

1. Objective: Hardware controls provided by the equipment vendor are used to the extent possible in order to assure hardware reliability.

Control: Hardware problems are brought to the attention of the MIS manager.

Control: Maintenance contracts are in force which provide for continued system reliability.

2. Objective: Policies and procedures for systems software implementation and maintenance provide a framework for maintaining systems software to ensure that changes are authorized, properly tested, reviewed and implemented.

Control: Management approves all changes to systems software.

Control: Systems software changes are tested before being placed into operation and related documentation is retained.

3. Objective: Policies and procedures are in place to ensure authorized programs are executed as planned in order to provide assurance that data is processed accurately and on a timely basis.

Control: Production is scheduled and orderly processing occurs. The MIS manager can restart production jobs not completed during the processing cycle.

Control: Production reports are reviewed by applicable departments and claim suspense reports are reviewed and approved by processors before claim payments are printed.

4. Objective: Documentation standards and application documentation provide a framework for maintaining and processing all applications at an appropriate level of detail.

Control: The MIS manager maintains software documentation.

D. APPLICATION SYSTEMS DEVELOPMENT, MAINTENANCE AND MODIFICATION

1. Objective: Policies and procedures are in place for the development of new application software and modification of existing software.

Control: All requests for new application programs, program modification and maintenance are submitted, reviewed, and approved/denied by the proper management authority prior to programming activity.

Control: Programming changes are tested in a test library and documented before movement to production.

Control: The MIS manager, who is also the programmer, performs transfer of source and object code to production status.

The size of the operation and number of employees available within the data processing department do not, on its own, allow for this control procedure to fully achieve the stated objective; however, management approval is required before any changes or modifications are started on applications and applied to production. Users should consider the other controls, listed above, when assessing their own control risks.

E. CLAIMS AND COMPUTER OPERATIONS

1. Objective: Claim requests are properly authorized, documented, validated, and approved, before claim requests are paid.

Control: Client employees must notify their employer of the injury. The employer or user must notify US&C, on applicable forms, of the injury. Claimant also may notify US&C of the injury.

Control: Examiners and processors determine claim status. Claim files and reserves are established on all claims.

Control: Medical and other billings are reviewed, coded and prepared for data entry input.

Control: Data entry clerks cannot change or alter input documents.

Control: Validation run review of claims is performed by processors before check printing.

2. Objective: Medical claims processed for payment are based on universal medical procedure fees.

Control: US&C employs Fee Schedule Management System, an internally developed software program, which applies proper fee rates to recognized medical procedures.

3. Objective: Reserve amounts are reasonable.

Control: The initial reserve amount is established based on known costs which will be incurred to settle the claim and an estimate of additional unknown costs based on an initial investigation of the claim and prior experience of management.

4. Objective: Cash receipts are recorded completely, accurately, and timely.

Control: Receipts of premiums, assessments and other cash are coded to the applicable user and recorded to the user's account and deposited.

Control: Receipts that cannot be matched to user account information are followed up with the user immediately.

5. Objective: Adequate physical controls over receipts exist until deposited.

Control: Daily, mail is opened and sorted by two employees and receipts are distributed to the appropriate individual for recording and depositing.

Control: Unidentified receipts are not deposited or credited to user accounts until resolved.

Control: Deposits are made daily, except for unidentified receipts and late arriving receipts, which are secured under lock until deposited or resolved during the next business day.

6. Objective: User data on the system is accurate and complete.

Control: Daily and monthly processing reports are distributed to management, processors and users for review.

Control: Users are supplied with copies of all material documents supporting their data.

VI. USER CONTROL CONSIDERATIONS PROVIDED BY UNITED SAFETY & CLAIMS, INC.

The controls at US&C cover only a portion of the overall internal control of each user. It is not feasible for the control objectives relating to the processing of transactions to be solely achieved by US&C. Therefore, each user's internal control must be evaluated in conjunction with the Company's controls summarized in Section IV of this report.

This section highlights those internal control responsibilities US&C believes should be present for each customer and has considered those responsibilities in developing its controls as described in this report. In order for customers to rely on the controls reported on herein, each customer must evaluate its own internal control to determine if the following procedures are in place. Furthermore, the following list of controls is intended to address only those controls surrounding the interface and communication between each account and US&C. Accordingly, this list does not purport to be and is not a complete listing of the controls that provide a basis for the assertions underlying the financial statements of US&C's customers.

- Users will be responsible for notifying US&C of injuries and potential injuries in a timely manner.
- Users should establish internal controls to ensure adequate safeguards are maintained over administrator's cash accounts.
- Users are responsible for establishing controls to ensure that information sent to US&C is complete, properly authorized, calculated correctly, and in accordance with the account's requirements and criteria.
- It is the user's responsibility to perform reviews of the work product to verify the accuracy of the processed data.
- Instructions and information provided to US&C from users is in accordance with the provisions of the contract, servicing agreement, or other applicable governing agreements or documents between US&C and the user.
- Written instructions to authorized individuals, of changes to be made on behalf of customers, should be filed timely with US&C.
- Timely review of reports provided by US&C of claims status, reserves and payments, and calculation of premiums and other assessments should be performed by the customer, and written notice should be provided to US&C of discrepancies as compared to its own records.
- Timely review of activity subsequent to contract year-end should be performed in order to identify and properly reflect all material transactions in the appropriate period.
- Timely written notification of changes to the self-insurance plan, its objectives, participants and administrators should be adequately communicated to US&C.
- Users should establish internal controls to ensure adequate safeguards are maintained over access to confidential claims data by properly securing access to the US&C network, and maintaining security over user ID and passwords assigned.

VII. OTHER INFORMATION PROVIDED BY UNITED SAFETY & CLAIMS, INC.

A. EMERGENCY AND CONTINGENCY FOR DISASTER CONSIDERATIONS

US&C has taken appropriate measures to ensure continued operations in the event emergency or disaster situations are experienced.

Copies of critical data are stored off-site on a rotation basis as part of regular computer operations backup and tape library administration procedures. Critical data stored off-site includes the following: system software, production object and source program libraries, user data files, and necessary operations, program, and user documentation.

Provisions are in place to process any user institution on an alternate computer in the event the primary computer becomes disabled. A contingency plan has been developed outlining specific procedures to be performed in the event of an emergency to restore operations in a minimal amount of time.

The contingency plan identifies the following important elements:

- Emergency management teams to coordinate activity;
- Location of the backup processing site and available computer equipment;
- Critical backup data to be retrieved from the off-site storage facility;
- Needed supplies and vendor contacts;
- Emergency data processing requirements and priorities; and
- User institution notification and procedural coordination.

The disaster recovery plan has been tested to ensure its continued viability.

To help avoid disaster and other extreme emergencies, the building housing US&C's offices is equipped with fire extinguishing devices.

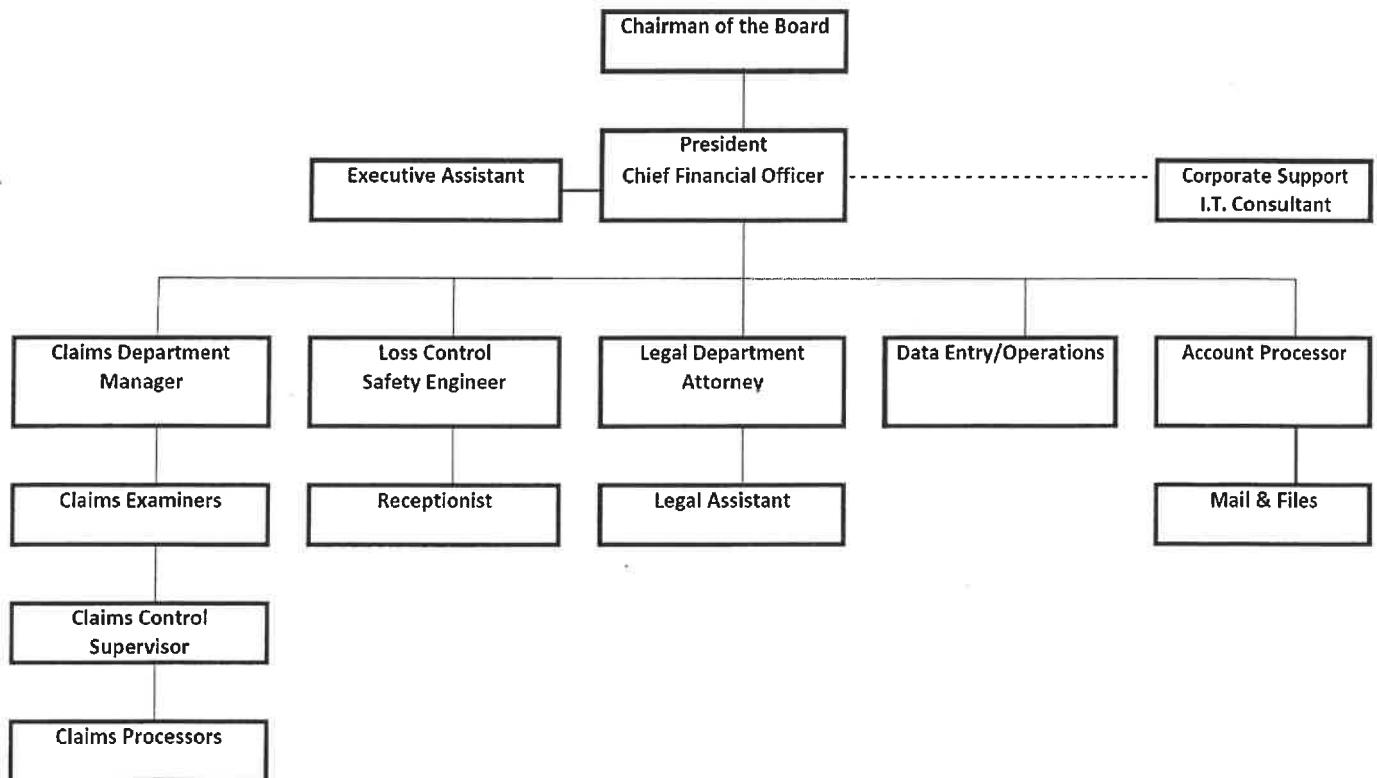
Further protection of US&C's assets and ability to continue operations is provided by the extensive blanket insurance policies and carried by US&C which cover all of its various operations, including its data services. The following general insurance policies are in effect providing coverage related to:

- Real and Personal Property, including valuable papers;
- Data Processing Equipment and Data, including business interruption;
- Comprehensive General/Product Liability; and
- Professional Liability.

Insurance coverage is continuously maintained and monitored by management.

Periodic Board of Directors meetings are held and address the general managerial philosophy and operations of the Company, both for historical and future periods. Annual financial statements concerning the Company's financial condition and results of operations are compiled by an independent certified public accountant. Management reviews interim financial statements.

B. ORGANIZATIONAL CHART



CLIENT LIST

Ms. Kathy Burrows
Tulsa County
(918) 596-5096

Mr. Frank Wilson
City of Ponca City
(580) 767-0323

Ms. Dana Ezell
Jenks Independent School District
(918) 299-4411

Ms. Michelle Dempster
City of Owasso
(918) 585-1530

Mr. Richard Lane
Lopez Foods, Inc.
(405) 603-7500

Ms. Christy Keim
Bama Pie, Ltd.
(918) 592-0778

Ms. Donna Doolen
City of Ada
(580) 436-6300

Mr. Chris Sturm
Oklahoma Auto Dealers SIA
(405) 285-4075

Mr. Bill Summar
Zeeco, Inc.
(918) 258-8551

Ms. Christy Sanders
S & R Compression, LLC
(918) 447-1947

Ms. Candy Brown
City of Lawton
(580) 581-3392

Ms. Leslie Arnold
City of Muskogee
(918) 684-6276

Ms. Lavesta Buford
Choctaw Nation of Oklahoma
(580) 924-8280 ext. 2252

Ms. Pat Van der Breggen
Duncan Regional Hospital
(580) 251-8838

Ms. Ashley Hickman
City of Claremore
(918) 341-2365

Ms. Sue Thompson
Southwestern Medical Center, LLC
(580) 531-4994

Mr. Roger Johnson
Miller Truck Lines, LLC
(877) 685-8782

Mr. Troy Paul
Paul Transportation, Inc.
(918) 984-6186

Mr. Derek Opfer
Kaiser-Francis Oil Company
(918) 491-4240

Ms. Priscilla Vess
Kelvion, Inc.
(918) 266-9201



OKLAHOMA WORKERS' COMPENSATION COMMISSION

1915 N STILES AVE STE 231 • OKC, OK • 73105 • (405) 522-3222 • WCC.OK.GOV

Tulsa office • 201 Executive Center 5th Fl, 201 West 5th Street • Tulsa, Oklahoma 74103 • (918) 295-3732

RENEWED THIRD PARTY ADMINISTRATOR PERMIT

Permit Number: TPA2023-000016
Effective Date: 02/01/2023,
Expiration Date: 02/01/2024, 12:01AM



Now on this **29th** day of **January, 2023**, the renewal application of **UNITED SAFETY & CLAIMS INC** to act as a Third Party Administrator for own risk employers and/or group self-insurance associations under the provisions of Workers' Compensation Commission Rules 810:25-13-1 through 810:25-13-4, is **APPROVED**.

AUTHORIZED BY

Lauren Johnson
EXECUTIVE DIRECTOR





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tedford Insurance - Jenks Office P O Box 1050 Jenks OK 74037		CONTACT NAME: Carla Ranallo, CIC PHONE (A/C, No, Ext): (918) 299-2345 FAX (A/C, No): (918) 299-5441 E-MAIL ADDRESS: carlar@tedfordinsurance.com	
INSURED United Safety & Claims, Inc. 7418 E 42nd Pl P O Box 471647 Tulsa OK 74145		INSURER(S) AFFORDING COVERAGE INSURER A: Pacific Employers Insurance Company 22748C INSURER B: Travelers Casualty Ins of Amer 19046 INSURER C: Chubb National Insurance Company 10052 INSURER D: Federal Insurance Company 20281 INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 22/23 w 23/24 WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	Y	SEROKD393449561	9/7/2022	9/7/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EDLIA \$ 25,000
B	☐ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIRED AUTOS ☐ NON-OWNED AUTOS			BA3R8407062242	9/18/2022	9/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Total Pollution Exclusion \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	71786304	3/1/2023	3/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			68032613	8/16/2022	8/16/2023	Aggregate 1,000,000 Per Claim 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Lawton
212 SW 9th Street
Lawton, OR 73501

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

AUTHORIZED REPRESENTATIVE

M Tedford, CRM, CIC/K

© 1988-2014 ACORD CORPORATION. All rights reserved.

Additional Named Insureds

Other Named Insureds

Oklahoma Audit Specialists

Corporation, Additional Insured

United Risk Specialists

Corporation, Additional Insured

**UTICA NATIONAL INSURANCE GROUP**

Utica Mutual Insurance Company
180 Genesee St.
New Hartford, NY 13413

PRODUCER NUMBER:P0253

PRODUCER: The Underwriters Group, Inc
1700 Eastpoint Parkway, PO Box 23790
Louisville, KY 40223

POLICY NUMBER: SU1365918 (H)

Renewal of SU1365918 (G)

NAMED INSURED: United Safety & Claims, Inc.

MAILING ADDRESS: PO Box 471647
Tulsa, OK 74147

FORM OF BUSINESS: Corporation**BUSINESS DESCRIPTION:** Third Party Administrator

POLICY PERIOD: FROM 03/01/2023 TO 03/01/2026 12:01 A.M. at your address shown above.

EMPLOYEE THEFT AND FORGERY POLICY DECLARATIONS

In return for the payment of the premium, and subject to all the terms and conditions of this policy, we agree with you to provide the insurance as stated in this policy.

EMPLOYEE BENEFIT PLAN(S) INCLUDED AS NAMED INSURED(S):**INSURING AGREEMENTS, LIMITS OF INSURANCE AND DEDUCTIBLES:**

INSURING AGREEMENTS	LIMIT OF INSURANCE Per Occurrence	DEDUCTIBLE AMOUNT Per Occurrence	PREMIUM
1. Employee Theft	\$ 500,000	\$ 25,000	\$ 1,351.00
2. Forgery Or Alteration	\$	\$	\$
If Added by Endorsement, Insuring Agreement(s):			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
03/01/23 to 03/01/24 TERM			Total \$ 1351.00

Coverage is provided only if an amount is shown opposite an Insuring Agreement. If the amount is left blank or "Not Covered" is inserted, such Insuring Agreement and any other reference thereto in this policy is deleted.

CANCELLATION OF PRIOR INSURANCE: By acceptance of this Policy, you give us notice canceling prior policy Nos. SU1365918(G)

the cancellation to be effective at the time this Policy becomes effective.

COUNTERSIGNED _____

02/20/2023
(Date)

BY: _____

Sharon C. Peck
(Authorized Representative)

United Safety & Claims, Inc.

Reports List

Daily Reports:

- Claim Diary Date

Weekly Reports:

- Check Register (Run monthly as well, to show versatility)

Monthly Reports:

- Claim Cost Analysis
- Medicare
- Month End (This report was 110 pages, so for example purposes, we printed only the first 5 pages and the summary)
- New Claims Listing
- OSHA Report

Quarterly Reports

- Actual Paid Losses

Ad Hoc

- Company Claim Detail
- Claims Listing
- Loss Run (This report was run 2 different ways to show versatility)
- Open Claims Listing
- Reserve Activity

***Many of these reports can be run differently, based on the criteria selected. We have included a few variations.

ORIGINAL

Date 05/25/23
Time 15:57:59

United Safety & Claims, Inc.
Claim Diary Date

Company: 37061 City of Lawton
Run By: Janet Knoernschild

LOC NO	POL PER	DEPT NO	CLAIM NO	CLAIMANT NAME	ENTRY DATE	LITIGATION DATE	DIARY DATE
-----------	------------	------------	-------------	---------------	---------------	--------------------	---------------

EXAMINER: 18 Janet Knoernschild

5500	2022	5507	64	Spencer Bryan	08/15/2022		06/09/2023
7500	2022	7501	85	Selby Mathew	09/28/2022		06/09/2023
7500	2023	7501	14	Kizarr Robert	03/02/2023	03/02/2023	06/09/2023
7500	2023	7501	29	Monostori Steven	04/17/2023		06/09/2023
8	2019	76	7	Rountree Itaska	02/15/2019	10/29/2019	06/08/2023
5500	2021	5501	79	Williams Cynthia	11/03/2021		06/08/2023
7000	2022	7002	70	Alonzo John	08/31/2022		05/31/2023

7 Claims listed

2 Litigated

United Safety & Claims, Inc.
Company Claims Check Register
Company: 37061 City of Lawton
Report period: 05/15/2023 - 05/19/2023
Type: All
Run By: All

Date 05/25/23
Time 16:00:55

LOC NO	DEPT NO	POLICY YR	CLAIM NO	PAYEE NAME	ENTRY DATE	VOID DATE	CHECK DATE	CHECK NO	CHECK AMOUNT	PID CODE	CHK TYPE	CHK STATUS
10	95	2008	128	Oklahoma Tax Commission	04/17/2023	05/18/2023	04/17/2023	61256	\$217.57	203	A	Void
9	66	2014	81	Timothy Poff	05/15/2023	05/15/2023	05/15/2023	61476	\$101.53	116	M	Void
9	66	2014	81	Timothy Poff	05/15/2023		05/15/2023	61477	\$120.52	116	M	Issued
10	95	2008	128	Amee Tahbonemah	05/15/2023		05/15/2023	61478	\$501.20	305	C	Issued
10	95	2008	128	Caden M Tahbonemah, Minor	05/15/2023		05/15/2023	61479	\$107.40	305	C	Issued
7500	7501	2022	39	Steven Thornton	05/15/2023		05/15/2023	61480	\$99.69	116	M	Issued
7500	7501	2022	39	KEN'S PHARMACY	05/15/2023		05/15/2023	61481	\$220.00	105	M	Issued
7500	7501	2022	40	Russell Mathesen	05/15/2023		05/15/2023	61482	\$101.66	116	M	Issued
7500	7501	2022	67	Brett Ford	05/15/2023		05/15/2023	61483	\$953.18	301	C	Issued
7500	7501	2022	75	Comanche County Hospital Authority	05/15/2023		05/15/2023	61484	\$1,308.49	102	M	Issued
7500	7501	2022	85	Mathew Selby	05/15/2023		05/15/2023	61485	\$99.56	116	M	Issued
7000	7002	2022	93	Griselda Gonzales	05/15/2023		05/15/2023	61486	\$94.32	116	M	Issued
5000	5003	2022	96	Antonio Hopson	05/15/2023		05/15/2023	61487	\$721.56	301	C	Issued
7500	7501	2023	1	Gabriel M Pitman DO	05/15/2023		05/15/2023	61488	\$392.34	110	M	Issued
5000	5005	2023	9	Bobby Sparks	05/15/2023		05/15/2023	61489	\$415.80	301	C	Issued
5000	5005	2023	9	Bobby Sparks	05/15/2023		05/15/2023	61490	\$514.44	116	M	Issued
7500	7501	2023	14	Robert Kizarr	05/15/2023		05/15/2023	61491	\$73.62	116	M	Issued
7000	7002	2023	15	Cecilia Vela	05/15/2023		05/15/2023	61492	\$115.54	116	M	Issued
5500	5507	2022	64	PPO Solutions	05/15/2023		05/15/2023	61494	\$953.97	118	M	Issued
7500	7501	2022	95	Joseph Wheeler	05/15/2023		05/15/2023	61495	\$1,600.92	301	C	Issued
7500	7501	2022	95	Joseph Wheeler	05/15/2023		05/15/2023	61496	\$455.43	116	M	Issued
5000	5002	2023	4	Comanche County Hospital Authority	05/15/2023		05/15/2023	61497	\$175.13	110	M	Issued
7500	7501	2022	110	PPO Solutions	05/15/2023		05/15/2023	61498	\$268.50	118	M	Issued
7000	7004	2023	5	PPO Solutions	05/15/2023		05/15/2023	61499	\$268.50	118	M	Issued
7000	7001	2022	111	PPO Solutions	05/15/2023		05/15/2023	61500	\$268.50	118	M	Issued
5000	5005	2023	9	Bobby Sparks	05/15/2023		05/15/2023	61501	\$16.77	116	M	Issued
7500	7501	2023	14	PPO Solutions	05/15/2023		05/15/2023	61502	\$142.31	118	M	Issued
7000	7002	2023	15	PPO Solutions	05/15/2023		05/15/2023	61503	\$34.69	118	M	Issued
10	95	2004	41	Kim A Bouvette, MD	05/16/2023		05/16/2023	61504	\$135.00	101	M	Issued
7500	7501	2022	99	Comanche County Hospital Authority	05/16/2023		05/16/2023	61505	\$372.25	102	M	Issued
5500	5502	2022	108	Duncan Regional Hospital Inc	05/16/2023		05/16/2023	61506	\$4,803.35	102	M	Issued
7000	7001	2022	111	McBride Orthopedic Hospital	05/16/2023		05/16/2023	61507	\$325.57	101	M	Issued
7000	7001	2022	111	Center For Occupational Health	05/16/2023		05/16/2023	61508	\$228.88	101	M	Issued
7500	7501	2023	8	MSC Group Inc	05/16/2023		05/16/2023	61509	\$3,036.10	106	M	Issued
5000	5005	2023	9	The Physicians Group LLC	05/16/2023		05/16/2023	61510	\$238.72	101	M	Issued
5000	5005	2023	9	Comanche County Hospital Authority	05/16/2023		05/16/2023	61511	\$370.13	110	M	Issued
7500	7501	2023	14	The Physicians Group LLC	05/16/2023		05/16/2023	61512	\$489.39	101	M	Issued
7500	7501	2023	14	Community Hospital LLC	05/16/2023		05/16/2023	61513	\$1,021.42	102	M	Issued
7000	7002	2023	18	Center For Occupational Health	05/16/2023		05/16/2023	61514	\$153.68	101	M	Issued
7500	7501	2023	30	Center For Occupational Health	05/16/2023		05/16/2023	61515	\$228.88	101	M	Issued
7000	7002	2023	32	Center For Occupational Health	05/16/2023		05/16/2023	61516	\$228.88	101	M	Issued
5500	5501	2021	79	Community Hospital LLC	05/16/2023		05/16/2023	61517	\$370.13	110	M	Issued
7000	7002	2022	93	Anthony La Sorsa Physical Therapy PC	05/16/2023		05/16/2023	61518	\$283.44	104	M	Issued
7500	7501	2022	95	RAM Durable Medical Equipment LLC	05/16/2023		05/16/2023	61519	\$2,936.10	106	M	Issued
5000	5003	2022	96	Anthony La Sorsa Physical Therapy PC	05/16/2023		05/16/2023	61520	\$106.29	104	M	Issued
7500	7501	2023	7	Comanche County Hospital Authority	05/16/2023		05/16/2023	61521	\$350.25	110	M	Issued
7500	7501	2023	8	Anthony La Sorsa Physical Therapy PC	05/16/2023		05/16/2023	61522	\$283.44	104	M	Issued
10	95	2004	41	Stone River Pharmacy Solutions	05/17/2023		05/17/2023	61523	\$91.83	105	M	Issued
7500	7501	2022	40	HealthLift Pharmacy Services LLC	05/17/2023		05/17/2023	61524	\$832.84	105	M	Issued
7000	7002	2023	15	Anthony La Sorsa Physical Therapy PC	05/17/2023		05/17/2023	61525	\$425.16	104	M	Issued
7500	7501	2023	29	Steven Monostori	05/17/2023		05/17/2023	61526	\$83.71	116	M	Issued

10	95	2008 128	Amee Tahbonemah	05/18/2023	61527	\$501.20	305	C	Issued
10	95	2008 128	Amee Tahbonemah	05/18/2023	61528	\$501.20	304	C	Issued
10	95	2008 128	Caden M Tahbonemah, Minor	05/18/2023	61529	\$107.40	305	C	Issued
10	95	2008 128	Caden M Tahbonemah, Minor	05/18/2023	61530	\$107.40	305	C	Issued
7500	7501	2022 67	Brett Ford	05/18/2023	61531	\$953.18	301	C	Issued
7500	7501	2022 67	Brett Ford	05/18/2023	61532	\$953.18	301	C	Issued
7500	7501	2022 95	Joseph Wheeler	05/18/2023	61533	\$800.46	301	C	Issued
7500	7501	2022 95	Joseph Wheeler	05/18/2023	61534	\$800.46	301	C	Issued
5000	5003	2022 96	Antonio Hopson	05/18/2023	61535	\$721.56	301	C	Issued
5000	5003	2022 96	Antonio Hopson	05/18/2023	61536	\$721.56	301	C	Issued
5000	5005	2023 9	Bobby Sparks	05/18/2023	61537	\$415.80	301	C	Issued
5000	5005	2023 9	Bobby Sparks	05/18/2023	61538	\$415.80	301	C	Issued
7500	7501	2023 14	Robert Kizarr	05/18/2023	61539	\$883.18	301	C	Issued
7500	7501	2023 14	Robert Kizarr	05/18/2023	61540	\$883.18	301	C	Issued
10	95	2012 7	MMG Heart & Vascular Center	05/18/2023	61543	\$194.66	101	M	Issued
10	95	2012 7	MMG Heart & Vascular Center	05/18/2023	61544	\$95.96	110	M	Issued
10	95	2008 128	Oklahoma Tax Commission	05/18/2023	61545	\$200.83	203	A	Issued
5500	5501	2021 79	The Physicians Group LLC	05/18/2023	61546	\$175.20	101	M	Issued
7500	7501	2022 39	Saints Medical Group LLC	05/18/2023	61547	\$194.66	101	M	Issued
7500	7501	2022 40	Comanche County Hospital Authority	05/18/2023	61548	\$574.01	110	M	Issued
7000	7002	2022 79	TruePartners Comanche Emergency Specialists PLLC	05/18/2023	61549	\$192.70	101	M	Issued
7500	7501	2022 109	Radiology Consultants of Tulsa, Inc.	05/18/2023	61550	\$19.99	110	M	Issued
5000	5005	2023 9	National Medication Management	05/18/2023	61551	\$268.20	105	M	Issued
7500	7501	2023 34	Center For Occupational Health	05/18/2023	61552	\$228.88	101	M	Issued
TOTAL:						\$38,431.66			
53 Medical Checks Issued				\$25,165.21					
20 Compensation Checks Issued				\$13,065.62					
1 Allocated Checks Issued				\$200.83					
TOTAL CHECKS ISSUED				\$38,431.66					
1 MEDICAL CHECKS VOID/STOP/STALE DATE				\$101.53					
1 ALLOCATED CHECKS VOID/STOP/STALE DATE				\$217.57					
2 TOTAL VOIDS/STOP PAY/STALE DATE				\$319.10					
75 NET PAYMENTS				\$38,112.56					

LOC NO	LOC NAME	DEPT NO	DEPT NAME	POLICY YR	CLAIM NO	DATE OF INJURY	CLAIMANT NAME	PAYEE NAME	DATE OF SERVICE	VOID DATE	CHECK DATE	CHECK NO	CHECK AMOUNT	PID CODE	PID	CHK STATUS
United Safety & Claims, Inc. Company Claims Check Register Detailed Company: 37061 City of Lawton Report period: 05/15/2023 - 05/19/2023 Type: All Run By: All																
10	Fire Dept.	95	Fire-Operations	2008	128	12/09/2008	Robert Tahboneamah	Oklahoma Tax Commission	01/07/2023 Thru 04/01/2023	05/18/2023	04/17/2023	61258	\$217.57	203		State Taxes
9	Police Dept.	66	Police-Uniform Division	2014	81	06/15/2014	Timothy Poff	Timothy Poff	05/15/2023 Thru 05/15/2023	05/15/2023	04/17/2023	61478	\$101.63	116		Mileage
8	Police Dept.	66	Police-Uniform Division	2014	81	06/15/2014	Timothy Poff	Timothy Poff	04/14/2023 Thru 04/14/2023	05/15/2023	04/17/2023	61477	\$120.52	116		Mileage
10	Fire Dept.	95	Fire-Operations	2008	128	12/09/2008	Robert Tahboneamah	Annea Tahboneamah	06/07/2023 Thru 06/13/2023	05/15/2023	05/15/2023	61478	\$501.20	305		Death Benefits/Order
7500	Fire	7501	Fire Operations	2022	39	03/30/2022	Steven Thornton	Caden M Tahboneamah, Minor	06/07/2023 Thru 06/13/2023	05/15/2023	05/15/2023	61479	\$107.40	305		Death Benefits/Order
7500	Fire	7501	Fire Operations	2022	39	03/30/2022	Steven Thornton	Stevens Thornton	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61480	\$99.69	116		Mileage
7500	Fire	7501	Fire Operations	2022	40	06/08/2022	Russell Mathiesen	KENS PHARMACY	06/05/2023 Thru 05/09/2023	05/15/2023	05/15/2023	61481	\$220.00	105		Prescription
7500	Fire	7501	Fire Operations	2022	67	08/18/2022	Brett Ford	Russell Mathiesen	06/17/2023 Thru 05/17/2023	05/15/2023	05/15/2023	61482	\$101.68	116		Temporary Total Disability (TTD)/Order
7500	Fire	7501	Fire Operations	2022	75	08/15/2022	Nicolaus Patepaul	Comanche County Hospital Authority	06/10/2023 Thru 05/10/2023	05/15/2023	05/15/2023	61483	\$953.18	116		Temporary Total Disability (TTD)/Order
7500	Fire	7501	Fire Operations	2022	93	01/14/2022	Mike McDaniel	Comanche County Hospital Authority	06/10/2023 Thru 05/10/2023	05/15/2023	05/15/2023	61484	\$1,000.92	116		Temporary Total Disability (TTD)/Order
5000	Parks & Recreation	5003	Park Maintenance	2022	96	10/14/2022	Antonia Henson	Grady Gales	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61485	\$89.56	116		Mileage
7500	Fire	7501	Fire Operations	2023	1	10/28/2022	Brad Melchen	Antonia Henson	05/08/2023 Thru 05/14/2023	05/15/2023	05/15/2023	61487	\$721.56	301		Temporary Total Disability (TTD)/Order
5000	Parks & Recreation	5005	Building Maintenance	2023	9	02/02/2023	Bobby Sparks	Gabriel M Piman DO	04/19/2023 Thru 04/19/2023	05/15/2023	05/15/2023	61488	\$392.34	110		Diagnostic & Pathology
5000	Parks & Recreation	5005	Building Maintenance	2023	9	02/02/2023	Bobby Sparks	Bobby Sparks	05/08/2023 Thru 05/14/2023	05/15/2023	05/15/2023	61489	\$415.80	301		Temporary Total Disability (TTD)/Order
7500	Police	7501	Fire Operations	2023	14	03/01/2023	Robert Kizar	Bobby Sparks	02/07/2023 Thru 05/14/2023	05/15/2023	05/15/2023	61490	\$514.44	116		Mileage
7000	Police	7002	Police Uniform	2023	15	02/26/2023	Cecilia Vela	Robert Kizar	05/12/2023 Thru 05/12/2023	05/15/2023	05/15/2023	61492	\$73.62	116		Mileage
5500	Solid Waste Refuse Collection	5507	Solid Waste Refuse Collection	2022	64	07/25/2022	Bryan Spencer	PPO Solutions	05/10/2023 Thru 05/10/2023	05/15/2023	05/15/2023	61492	\$115.54	116		Mileage
7500	Fire	7501	Fire Operations	2022	95	10/22/2022	Joseph Wheeler	PPO Solutions	06/08/2023 Thru 05/12/2023	05/15/2023	05/15/2023	61494	\$983.97	118		Bill Review
5000	Parks & Recreation	5002	Sports & Aquatics	2023	4	01/18/2023	Joshua Climes	Joseph Wheeler	06/01/2023 Thru 05/14/2023	05/15/2023	05/15/2023	61495	\$1,600.92	301		Temporary Total Disability (TTD)/Order
7500	Police	7501	Fire Operations	2022	110	02/22/2022	Mike McDaniel	Comanche County Hospital Authority	11/01/2023 Thru 11/23/2023	05/15/2023	05/15/2023	61496	\$465.43	116		Mileage
7000	Police	7004	Police Technical Services	2022	11	02/22/2022	Mike McDaniel	PPO Solutions	02/21/2023 Thru 02/21/2023	05/15/2023	05/15/2023	61497	\$175.13	110		Diagnostic & Pathology
7000	Police	7004	Police Technical Services	2022	11	02/22/2022	Mike McDaniel	PPO Solutions	02/21/2023 Thru 02/21/2023	05/15/2023	05/15/2023	61498	\$288.50	118		Bill Review
5000	Parks & Recreation	5005	Building Maintenance	2023	9	12/09/2022	Joshua Dawson	PPO Solutions	05/08/2023 Thru 05/12/2023	05/15/2023	05/15/2023	61500	\$288.50	118		Bill Review
7500	Police	7501	Fire Operations	2023	14	02/02/2023	Bobby Sparks	Bobby Sparks	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61501	\$142.31	116		Mileage
7000	Police	7002	Police Uniform	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
7500	Police	7501	Fire Operations	2023	15	02/25/2023	Cecilia Vela	PPO Solutions	05/16/2023 Thru 05/16/2023	05/15/2023	05/15/2023	61502	\$142.31	116		Mileage
750																

United Safety & Claims, Inc.
Company Claims Check Register
Company: 37061 City of Lawton
Report period: 04/01/2023 - 04/30/2023
Type: All
Run By: All

Date 05/25/23
Time 16:00:29

LOC NO	DEPT NO	POLICY YR	CLAIM NO	PAYEE NAME	ENTRY DATE	VOID DATE	CHECK DATE	CHECK NO	CHECK AMOUNT	PID CODE	CHK TYPE	CHK STATUS
10	95	2008	128	Amea Tahbonemah	04/03/2023		04/03/2023	61155	\$501.20	305	C	Issued
10	95	2008	128	Caden M Tahbonemah, Minor	04/03/2023		04/03/2023	61156	\$107.40	305	C	Issued
7500	7501	2022	39	Steven Thornton	04/03/2023		04/03/2023	61157	\$951.78	301	C	Issued
7500	7501	2022	40	Russell Matthesen	04/03/2023		04/03/2023	61158	\$905.52	301	C	Issued
5500	5507	2022	65	Oklahoma Tax Commission	04/03/2023		04/03/2023	61159	\$23.57	203	A	Issued
5500	5507	2022	65	Workers' Compensation Commission	04/03/2023		04/03/2023	61160	\$140.00	205	A	Issued
7500	7501	2022	85	Mathew Selby	04/03/2023		04/03/2023	61161	\$199.91	116	M	Issued
7500	7501	2022	104	Steven Laminack	04/03/2023		04/03/2023	61162	\$166.37	116	M	Issued
5500	5502	2022	108	Ramon Ortega	04/03/2023		04/03/2023	61163	\$661.64	301	C	Issued
9	66	2018	51	PPO Solutions	04/03/2023		04/03/2023	61165	\$637.63	118	M	Issued
7	54	2018	78	PPO Solutions	04/03/2023		04/03/2023	61166	\$25.33	118	M	Issued
8	82	2020	100	Oklahoma Tax Commission	04/03/2023		04/03/2023	61167	\$151.25	203	A	Issued
7500	7501	2022	63	Workers' Compensation Commission	04/03/2023		04/03/2023	61168	\$140.00	205	A	Issued
5500	5507	2022	64	PPO Solutions	04/03/2023		04/03/2023	61169	\$34.69	118	M	Issued
7500	7501	2022	92	PPO Solutions	04/03/2023		04/03/2023	61170	\$32.06	118	M	Issued
7000	7002	2022	93	PPO Solutions	04/03/2023		04/03/2023	61171	\$28.83	118	M	Issued
7500	7501	2022	95	PPO Solutions	04/03/2023		04/03/2023	61172	\$18.80	118	M	Issued
5000	5003	2022	96	PPO Solutions	04/03/2023		04/03/2023	61173	\$1,067.13	118	M	Issued
7000	7006	2022	101	PPO Solutions	04/03/2023		04/03/2023	61174	\$49.50	118	M	Issued
7500	7501	2022	104	PPO Solutions	04/03/2023		04/03/2023	61175	\$123.35	118	M	Issued
5000	5002	2023	4	PPO Solutions	04/03/2023		04/03/2023	61176	\$34.69	118	M	Issued
5000	5005	2023	9	PPO Solutions	04/03/2023		04/03/2023	61177	\$21.42	118	M	Issued
7500	7501	2023	14	PPO Solutions	04/03/2023		04/03/2023	61178	\$22.92	118	M	Issued
7000	7002	2023	15	PPO Solutions	04/03/2023		04/03/2023	61179	\$38.03	118	M	Issued
7500	7501	2022	63	Blue Rock Health and Wellness, LLC	04/03/2023		04/03/2023	61180	\$18.26	118	M	Issued
7500	7501	2022	95	Safe Nerve LLC	04/05/2023		04/05/2023	61181	\$233.10	104	M	Issued
10	95	2004	41	Stone River Pharmacy Solutions	04/06/2023		04/06/2023	61182	\$2,679.07	110	M	Issued
5500	5501	2021	79	McBride Orthopedic Hospital	04/06/2023		04/06/2023	61183	\$88.18	105	M	Issued
7500	7501	2022	57	Comanche County Hospital Authority	04/06/2023		04/06/2023	61184	\$175.20	101	M	Issued
7000	7002	2022	70	Comanche County Memorial Hospital	04/06/2023		04/06/2023	61185	\$130.12	110	M	Issued
7500	7501	2022	95	Truepartners Comanche Emergency c/o Kemberton	04/06/2023		04/06/2023	61186	\$2,679.81	102	M	Issued
7500	7501	2022	85	McBride Orthopedic Hospital	04/06/2023		04/06/2023	61187	\$279.85	101	M	Issued
5000	5003	2022	96	Stone River Pharmacy Solutions	04/06/2023		04/06/2023	61188	\$175.20	101	M	Issued
7500	7501	2022	104	McBride Orthopedic Hospital	04/06/2023		04/06/2023	61189	\$30.00	105	M	Issued
7500	7501	2022	110	McBride Orthopedic Hospital	04/06/2023		04/06/2023	61190	\$124.28	101	M	Issued
7500	7501	2023	8	McBride Orthopedic Hospital	04/06/2023		04/06/2023	61191	\$279.37	101	M	Issued
7000	7002	2023	15	McBride Orthopedic Hospital	04/06/2023		04/06/2023	61192	\$277.89	101	M	Issued
7500	7501	2023	22	SOUTHWEST RADIOLOGY	04/06/2023		04/06/2023	61193	\$170.80	101	M	Issued
7000	7002	2023	26	Center For Occupational Health	04/06/2023		04/06/2023	61194	\$15.93	110	M	Issued
10	95	2012	7	HealthLift Pharmacy Services LLC	04/07/2023		04/07/2023	61195	\$153.68	101	M	Issued
10	95	2006	133	American Hearing & Audiology Center	04/07/2023		04/07/2023	61196	\$731.36	105	M	Issued
7500	7501	2022	39	KEN'S PHARMACY	04/07/2023		04/07/2023	61197	\$35.64	106	M	Issued
5000	5003	2022	96	HealthLift Pharmacy Services LLC	04/07/2023		04/07/2023	61198	\$634.75	105	M	Issued
7000	7002	2023	19	DEAN MCGEE EYE INSTITUTE	04/07/2023		04/07/2023	61200	\$63.23	105	M	Issued
9	66	2014	81	Timothy Poff	04/07/2023		04/07/2023	61201	\$81.97	101	M	Issued
10	95	2008	128	Amea Tahbonemah	04/10/2023		04/10/2023	61201	\$120.52	116	M	Issued
10	95	2008	128	Caden M Tahbonemah, Minor	04/10/2023		04/10/2023	61202	\$501.20	305	C	Issued
7500	7501	2022	39	Steven Thornton	04/10/2023		04/10/2023	61203	\$107.40	305	C	Issued
7500	7501	2022	40	Russell Matthesen	04/10/2023		04/10/2023	61204	\$951.78	301	C	Issued
5500	5502	2022	108	Ramon Ortega	04/10/2023	04/13/2023	04/10/2023	61205	\$905.52	301	C	Void
5500	5501	2021	79	PPO Solutions	04/10/2023	04/11/2023	04/10/2023	61206	\$661.64	301	C	Void
7500	7501	2022	10	Oklahoma Medical Examiners	04/10/2023		04/10/2023	61208	\$35.42	118	M	Issued
					04/10/2023		04/10/2023	61209	\$316.66	115	M	Issued

7500	7501	2022 57	PPO Solutions	04/10/2023	61210	\$39.38	118	M	Issued
7500	7501	2022 57	SOUTHWEST RADIOLOGY	04/10/2023	61211	\$15.93	110	M	Issued
6500	6505	2022 66	LAWTON MED-EQUIP	04/10/2023	61212	\$100.53	106	M	Issued
7000	7002	2022 70	SOUTHWEST RADIOLOGY	04/10/2023	61213	\$54.78	110	M	Issued
7000	7002	2022 70	SOUTHWEST RADIOLOGY	04/10/2023	61214	\$487.12	110	M	Issued
7000	7002	2022 70	PPO Solutions	04/10/2023	61215	\$872.36	118	M	Issued
7500	7501	2022 85	PPO Solutions	04/10/2023	61216	\$35.42	118	M	Issued
7000	7002	2022 93	The Physicians Group LLC	04/10/2023	61217	\$3,488.06	101	M	Issued
7000	7002	2022 93	The Physicians Group LLC	04/10/2023	61218	\$234.50	101	M	Issued
7500	7501	2022 95	PPO Solutions	04/10/2023	61219	\$672.09	118	M	Issued
7500	7501	2022 104	PPO Solutions	04/10/2023	61220	\$34.69	118	M	Issued
7500	7501	2023 1	Center For Occupational Health	04/10/2023	61221	\$124.25	101	M	Issued
5500	5505	2023 3	Center For Occupational Health	04/10/2023	61222	\$77.54	101	M	Issued
5000	5002	2023 4	Center For Occupational Health	04/10/2023	61223	\$77.54	101	M	Issued
7500	7501	2022 110	PPO Solutions	04/10/2023	61224	\$69.41	118	M	Issued
7500	7501	2023 7	Center For Occupational Health	04/10/2023	61225	\$124.25	101	M	Issued
7500	7501	2023 8	PPO Solutions	04/10/2023	61226	\$69.68	118	M	Issued
7000	7002	2023 15	PPO Solutions	04/10/2023	61227	\$69.88	118	M	Issued
7000	7002	2023 19	PPO Solutions	04/10/2023	61228	\$21.25	118	M	Issued
7000	7003	2023 20	Center For Occupational Health	04/10/2023	61229	\$498.56	101	M	Issued
7500	7501	2023 22	Center For Occupational Health	04/10/2023	61230	\$228.88	101	M	Issued
7	54	2018 78	Anthony La Sorsa Physical Therapy PC	04/11/2023	61232	\$141.72	104	M	Issued
7000	7002	2022 93	Anthony La Sorsa Physical Therapy PC	04/11/2023	61233	\$141.72	104	M	Issued
5000	5003	2022 96	Anthony La Sorsa Physical Therapy PC	04/11/2023	61234	\$144.28	104	M	Issued
5500	5502	2022 108	Anthony La Sorsa Physical Therapy PC	04/11/2023	61235	\$389.73	104	M	Issued
5000	5002	2023 4	Valir Outpatient Clinics Management and Development LLC	04/11/2023	61236	\$284.01	104	M	Issued
7000	7004	2023 5	Valir Outpatient Clinics Management and Development LLC	04/11/2023	61237	\$141.52	104	M	Issued
7000	7001	2022 111	Anthony La Sorsa Physical Therapy PC	04/11/2023	61238	\$179.71	104	M	Issued
7000	7003	2023 20	Anthony La Sorsa Physical Therapy PC	04/11/2023	61239	\$35.43	104	M	Issued
9	66	2014 81	Oklahoma Pain Management	04/12/2023	61240	\$194.66	101	M	Issued
10	95	2018 29	Cancer Centers of South West Oklahoma	04/12/2023	61241	\$138.08	101	M	Issued
7	54	2018 78	Anthony La Sorsa Physical Therapy PC	04/12/2023	61242	\$106.29	104	M	Issued
7500	7501	2022 95	HPI Physicians LLC	04/12/2023	61243	\$36.00	101	M	Issued
7000	7006	2022 101	TruePartners Comanche Emergency c/o Kemberton	04/12/2023	61244	\$109.56	101	M	Issued
7000	7006	2022 101	Comanche County Hospital Authority	04/12/2023	61245	\$211.29	102	M	Issued
5000	5002	2023 4	Valir Outpatient Clinics Management and Development LLC	04/12/2023	61246	\$426.67	104	M	Issued
5500	5507	2022 65	Walker Ferguson and Ferguson PC	04/13/2023	61247	\$762.50	201	A	Issued
7000	7002	2022 93	Community Hospital LLC	04/13/2023	61248	\$8,041.89	102	M	Issued
5000	5003	2022 96	McBride Orthopedic Hospital	04/13/2023	61249	\$9,354.39	102	M	Issued
7000	7004	2023 5	LAWTON MED-EQUIP	04/13/2023	61250	\$100.53	106	M	Issued
7500	7501	2023 8	Worker Compensation Rx Solutions	04/13/2023	61251	\$204.98	105	M	Issued
5000	5005	2023 9	Valir Outpatient Clinics Management and Development LLC	04/13/2023	61252	\$239.46	104	M	Issued
7000	7003	2023 20	Stone River Pharmacy Solutions	04/13/2023	61253	\$64.77	105	M	Issued
10	95	2008 128	Amees Tahbonemah	04/17/2023	61254	\$501.20	305	C	Issued
10	95	2008 128	Caden M Tahbonemah, Minor	04/17/2023	61255	\$107.40	305	C	Issued
7500	7501	2022 128	Oklahoma Tax Commission	04/17/2023	61256	\$217.57	203	A	Issued
7500	7501	2022 39	Steven Thornton	04/17/2023	61257	\$761.43	301	C	Issued
7500	7501	2022 39	Steven Thornton	04/17/2023	61258	\$97.73	116	M	Issued
7500	7501	2022 40	Russell Matthesen	04/17/2023	61259	\$724.42	301	C	Issued
7500	7501	2022 40	Russell Matthesen	04/17/2023	61260	\$99.69	116	M	Issued
7000	7002	2022 93	Griselda Gonzales	04/17/2023	61261	\$94.32	116	M	Issued
5500	5502	2022 108	Ramon Ortega	04/17/2023	61262	\$661.64	301	C	Issued
9	66	2014 81	PPO Solutions	04/17/2023	61265	\$18.96	118	M	Issued
10	95	2021 54	CIOX Health	04/17/2023	61266	\$38.60	117	M	Issued
7500	7501	2022 10	PPO Solutions	04/17/2023	61267	\$78.00	118	M	Issued
7000	7002	2022 70	PPO Solutions	04/17/2023	61268	\$68.74	118	M	Issued
7500	7501	2022 87	TruePartners Comanche Emergency Specialists PLLC	04/17/2023	61269	\$67.12	101	M	Issued
7000	7002	2022 93	PPO Solutions	04/17/2023	61270	\$2,176.41	118	M	Issued
5000	5003	2022 96	Diagnostic Laboratory of Oklahoma	04/17/2023	61271	\$39.92	110	M	Issued
5000	5003	2022 96	PPO Solutions	04/17/2023	61272	\$493.29	118	M	Issued
7000	7006	2022 101	PPO Solutions	04/17/2023	61273	\$130.76	118	M	Issued
7500	7501	2022 104	McBride Orthopedic Hospital	04/17/2023	61274	\$124.28	101	M	Issued
5500	5502	2022 108	PPO Solutions	04/17/2023	61275	\$18.95	118	M	Issued

7500	7501	2023 1	Diagnostic Radiology Consultant PC	04/17/2023	61276	\$150.43	110	M	Issued
7500	7501	2023 1	McBride Orthopedic Hospital	04/17/2023	61277	\$250.80	110	M	Issued
5000	5002	2023 4	PPO Solutions	04/17/2023	61278	\$118.50	118	M	Issued
7000	7001	2022 111	Anthony La Sorsa Physical Therapy PC	04/17/2023	61279	\$109.29	104	M	Issued
7500	7501	2023 8	McBride Orthopedic Hospital	04/17/2023	61280	\$148.92	101	M	Issued
5000	5005	2023 9	PPO Solutions	04/17/2023	61281	\$28.90	118	M	Issued
7500	7501	2023 14	HPI Physicians LLC	04/17/2023	61282	\$265.24	101	M	Issued
7500	7501	2023 14	Robert Kizarr	04/17/2023	61283	\$147.24	116	M	Issued
7000	7003	2023 20	PPO Solutions	04/17/2023	61284	\$42.83	118	M	Issued
7000	7003	2023 20	Anthony La Sorsa Physical Therapy PC	04/17/2023	61285	\$165.54	104	M	Issued
7500	7501	2023 22	PPO Solutions	04/17/2023	61286	\$18.26	118	M	Issued
8	82	2020 100	Monica Pack	04/18/2023	61287	\$71.50	202	A	Issued
5500	5507	2022 65	Monica Pack	04/18/2023	61288	\$47.00	202	A	Issued
7500	7501	2023 8	McBride Orthopedic Hospital	04/18/2023	61289	\$1,459.53	101	M	Issued
7500	7501	2023 8	McBride Orthopedic Hospital	04/18/2023	61290	\$240.96	101	M	Issued
8	82	2020 100	Walker Ferguson and Ferguson PC	04/18/2023	61291	\$1,625.00	201	A	Issued
7	54	2018 78	Anthony La Sorsa Physical Therapy PC	04/19/2023	61292	\$283.44	104	M	Issued
5000	5003	2022 96	Anthony La Sorsa Physical Therapy PC	04/19/2023	61293	\$141.72	104	M	Issued
7000	7001	2022 111	Anthony La Sorsa Physical Therapy PC	04/19/2023	61294	\$248.01	104	M	Issued
5000	5005	2023 9	Anthony La Sorsa Physical Therapy PC	04/19/2023	61295	\$250.57	104	M	Issued
9	66	2014 81	KTM Nursing Services	04/19/2023	61296	\$463.38	107	M	Issued
7500	7501	2022 40	SOUTHWEST RADIOLOGY	04/19/2023	61297	\$240.42	110	M	Issued
7000	7002	2022 105	TruePartners Comanche Emergency c/o Kemberton	04/20/2023	61298	\$192.70	101	M	Issued
5500	5505	2023 3	TruePartners Comanche Emergency Specialists PLLC	04/20/2023	61299	\$109.56	101	M	Issued
7500	7501	2023 24	TruePartners Comanche Emergency Specialists PLLC	04/20/2023	61300	\$192.70	101	M	Issued
10	95	2012 7	HealthLift Pharmacy Services LLC	04/20/2023	61301	\$46.58	105	M	Issued
9	66	2018 51	OSH Pain Management Associates, LLC	04/20/2023	61302	\$958.03	101	M	Issued
7	54	2018 78	Neuroscience Specialists PC	04/20/2023	61303	\$156.08	101	M	Issued
7500	7501	2022 40	HealthLift Pharmacy Services LLC	04/20/2023	61304	\$832.84	105	M	Issued
7500	7501	2022 85	Chris Bouvette, MD	04/20/2023	61305	\$353.11	110	M	Issued
5000	5003	2022 96	HealthLift Pharmacy Services LLC	04/20/2023	61306	\$122.61	105	M	Issued
7000	7006	2022 101	HealthLift Pharmacy Services LLC	04/20/2023	61307	\$68.90	105	M	Issued
10	95	2012 7	HealthLift Pharmacy Services LLC	04/21/2023	61308	\$777.24	110	M	Issued
7500	7501	2022 40	HealthLift Pharmacy Services LLC	04/21/2023	61309	\$542.89	105	M	Issued
6500	6505	2022 52	Comanche County Hospital Authority	04/21/2023	61310	\$33.45	110	M	Issued
6500	6505	2022 52	SOUTHWEST RADIOLOGY	04/21/2023	61311	\$1,658.12	102	M	Issued
6500	6505	2022 52	TruePartners Comanche Emergency Specialists PLLC	04/21/2023	61312	\$453.64	101	M	Issued
7500	7501	2022 95	SOUTHWEST RADIOLOGY	04/21/2023	61313	\$150.43	110	M	Issued
7500	7501	2022 95	SOUTHWEST RADIOLOGY	04/21/2023	61314	\$15.93	110	M	Issued
7000	7002	2022 105	Comanche County Hospital Authority	04/21/2023	61315	\$850.31	102	M	Issued
5500	5502	2022 108	Duncan Family Physicians	04/21/2023	61316	\$45.17	110	M	Issued
7500	7501	2023 1	Comanche County Hospital Authority	04/21/2023	61317	\$370.13	110	M	Issued
7500	7501	2023 2	Comanche County Hospital Authority	04/21/2023	61318	\$350.25	110	M	Issued
5500	5505	2023 3	Comanche County Hospital Authority	04/21/2023	61319	\$502.37	102	M	Issued
7000	7004	2023 5	Comanche County Hospital Authority	04/21/2023	61320	\$547.38	102	M	Issued
2500	2502	2023 10	Comanche County Hospital Authority	04/21/2023	61321	\$130.12	110	M	Issued
10	95	2008 128	Amee Tahbonemah	04/24/2023	61322	\$501.20	305	C	Issued
5500	5501	2021 79	Caden M Tahbonemah, Minor	04/24/2023	61323	\$107.40	305	C	Issued
7500	7501	2022 85	Cynthia Williams	04/24/2023	61324	\$88.69	116	M	Issued
7500	7501	2022 109	Mathew Selby	04/24/2023	61325	\$99.56	116	M	Issued
7500	7501	2022 109	Thad Hulbert	04/24/2023	61326	\$231.87	116	M	Issued
7500	7501	2023 24	Comanche County Hospital Authority	04/24/2023	61327	\$372.25	102	M	Issued
10	95	2012 7	PPO Solutions	04/24/2023	61329	\$121.99	118	M	Issued
9	66	2018 51	PPO Solutions	04/24/2023	61330	\$102.95	118	M	Issued
7	54	2018 78	PPO Solutions	04/24/2023	61331	\$61.83	118	M	Issued
7500	7501	2022 40	PPO Solutions	04/24/2023	61332	\$35.38	118	M	Issued
6500	6505	2022 52	PPO Solutions	04/24/2023	61333	\$401.28	118	M	Issued
7500	7501	2022 85	PPO Solutions	04/24/2023	61334	\$44.44	118	M	Issued
7500	7501	2022 87	PPO Solutions	04/24/2023	61335	\$96.46	118	M	Issued
7000	7002	2022 93	The Physicians Group LLC	04/24/2023	61336	\$32.40	101	M	Issued
7500	7501	2022 95	PPO Solutions	04/24/2023	61337	\$21.70	118	M	Issued
7500	7501	2022 104	PPO Solutions	04/24/2023	61338	\$34.69	118	M	Issued
7000	7002	2022 105	SOUTHWEST RADIOLOGY	04/24/2023	61339	\$85.25	110	M	Issued

7000	7002	2022 105	PPO Solutions	04/24/2023	61340	\$416.32	118	Issued
5500	5502	2022 108	PPO Solutions	04/24/2023	61341	\$19.41	118	Issued
7500	7501	2023 1	Center For Occupational Health	04/24/2023	61342	\$175.17	101	Issued
7500	7501	2023 1	PPO Solutions	04/24/2023	61343	\$379.42	118	Issued
7500	7501	2023 2	PPO Solutions	04/24/2023	61344	\$59.18	118	Issued
5500	5505	2023 3	PPO Solutions	04/24/2023	61345	\$175.76	118	Issued
7000	7004	2023 5	SOUTHWEST RADIOLOGY	04/24/2023	61346	\$15.93	110	Issued
7000	7004	2023 5	Valir Outpatient Clinics Management and Development LLC	04/24/2023	61347	\$121.77	104	Issued
7000	7004	2023 5	PPO Solutions	04/24/2023	61348	\$60.61	118	Issued
7500	7501	2023 8	PPO Solutions	04/24/2023	61349	\$313.22	118	Issued
5000	5005	2023 9	Center For Occupational Health	04/24/2023	61350	\$124.25	101	Issued
2500	2502	2023 10	PPO Solutions	04/24/2023	61351	\$19.80	118	Issued
7500	7501	2023 14	PPO Solutions	04/24/2023	61352	\$18.93	118	Issued
7500	7501	2023 24	PPO Solutions	04/24/2023	61353	\$122.83	118	Issued
5500	5502	2023 28	Center For Occupational Health	04/24/2023	61354	\$124.25	101	Issued
9	66	2014 81	Oklahoma Pain Management	04/25/2023	61355	\$1,244.14	101	Issued
9	66	2014 81	THOMPSON PHARMACY	04/25/2023	61356	\$109.51	105	Issued
7000	7004	2023 5	TruePartners Comanche Emergency Specialists PLLC	04/25/2023	61357	\$192.70	101	Issued
7000	7004	2023 5	Valir Outpatient Clinics Management and Development LLC	04/25/2023	61358	\$424.55	104	Issued
7000	7001	2022 111	Anthony La Sorsa Physical Therapy PC	04/25/2023	61359	\$70.86	104	Issued
7500	7501	2023 8	Central Anesthesia Associates LLC	04/25/2023	61360	\$437.40	111	Issued
7500	7501	2023 8	Central Anesthesia Associates LLC	04/25/2023	61361	\$241.48	111	Issued
7500	7501	2023 8	Comanche County Hospital Authority	04/25/2023	61362	\$370.13	110	Issued
7000	7002	2023 13	Comanche County Hospital Authority	04/25/2023	61363	\$443.14	102	Issued
7500	7501	2023 14	HPI Physicians LLC	04/25/2023	61364	\$138.08	101	Issued
7000	7003	2023 16	Comanche County Hospital Authority	04/25/2023	61365	\$130.12	110	Issued
7000	7002	2023 18	Comanche County Hospital Authority	04/25/2023	61366	\$443.14	102	Issued
7000	7002	2023 27	Center For Occupational Health	04/25/2023	61367	\$372.69	101	Issued
5500	5502	2023 28	Center For Occupational Health	04/25/2023	61368	\$248.49	101	Issued
5500	5502	2023 28	Center For Occupational Health	04/25/2023	61369	\$231.04	101	Issued
7500	7501	2023 29	Center For Occupational Health	04/25/2023	61370	\$228.88	101	Issued
9	66	2014 81	THOMPSON PHARMACY	04/27/2023	61371	\$2,257.92	105	Issued
5000	5003	2022 96	Comanche County Hospital Authority	04/27/2023	61372	\$777.24	102	Issued
7500	7501	2023 29	SOUTHWEST RADIOLOGY	04/27/2023	61373	\$17.19	110	Issued
10	95	2008 128	Amee Tahbonemah	04/28/2023	61374	\$501.20	305	Issued
10	95	2008 128	Caden M Tahbonemah, Minor	04/28/2023	61375	\$107.40	305	Issued
7500	7501	2022 67	Brett Ford	04/28/2023	61376	\$113.45	116	Issued
7500	7501	2022 67	Brett Ford	04/28/2023	61377	\$953.18	301	Issued
7500	7501	2022 95	Joseph Wheeler	04/28/2023	61378	\$639.51	116	Issued
7000	7002	2023 15	Cecilia Vela	04/28/2023	61379	\$231.08	116	Issued
10	95	2004 41	Samuel Shubert	04/28/2023	61381	\$114.82	116	Issued
TOTAL:						\$85,710.12		
191 Medical Checks Issued								
20 Compensation Checks Issued								
9 Allocated Checks Issued								
TOTAL CHECKS ISSUED								
2 COMPENSATION CHECKS VOID/STOP/STALE DATE								
2 TOTAL VOIDS/STOP PAY/STALE DATE								
220 NET PAYMENTS								
\$71,350.18								
\$11,181.55								
\$3,178.39								
\$85,710.12								
\$1,567.16								
\$1,567.16								
\$84,142.96								

LOC NO	LOC NAME	DEPT NO	DEPT NAME	POLICY YR	CLAIM NO	DATE OF INJURY	CLAIMANT NAME	PAYEE NAME	DATE OF SERVICE	VOID DATE	CHECK DATE	CHECK NO	CHECK AMOUNT	PID CODE	PID	CHK STATUS
10	Fire Dept.	95	Fire-Operations	2008	128	12/09/2008	Robert Talibonemah	Anesa Talibonemah	04/26/2023 Thru 05/02/2023		04/03/2023	61155	\$501.20	305	Death Benefits/Order	Issued
				2008	128	12/09/2008	Robert Talibonemah	Caden M Talibonemah, Minor	04/26/2023 Thru 05/02/2023		04/03/2023	61156	\$501.40	305	Death Benefits/Order	Issued
7500	Fire Dept.	95	Fire-Operations	2022	39	03/30/2022	Steven Thornton	Steven Thornton	03/25/2023 Thru 03/31/2023		04/03/2023	61157	\$951.78	301	Temporary Total Disability (TTD)/Order	Issued
7501	Fire	7501	Fire Operations	2022	40	05/08/2022	Russell Mathiesen	Russell Mathiesen	03/28/2023 Thru 04/03/2023		04/03/2023	61158	\$805.52	301	Temporary Total Disability (TTD)/Order	Issued
5500	Public Works	5507	Solid Waste Refuse Collection	2022	65	08/15/2022	Gregory Woods	Oklahoma Tax Commission	04/03/2023 Thru 03/22/2023		04/03/2023	61159	\$23.57	205	State Taxes	Issued
7500	Fire Dept.	7501	Fire Operations	2022	66	08/15/2022	Gregory Woods	Workers' Compensation Commission	04/03/2023 Thru 03/22/2023		04/03/2023	61160	\$190.90	205	Filing Fees	Issued
7501	Fire	7501	Fire Operations	2022	104	12/05/2022	Steven Lamnack	Steven Lamnack	04/03/2023 Thru 03/30/2023		04/03/2023	61161	\$166.37	116	Medical Mileage	Issued
5500	Public Works	5502	Police-Uniform Division	2022	108	12/19/2022	Ramon Ortega	Ramon Ortega	04/03/2023 Thru 04/03/2023		04/03/2023	61162	\$661.64	301	Temporary Total Disability (TTD)/Order	Issued
9	Police Dept.	66	Police-Uniform Division	2016	51	07/23/2016	Louis Alvarez	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61163	\$537.63	118	Bill Review	Issued
7	Parks & Recreation	54	Athletic/Landscape Maintenance	2018	78	09/24/2018	Bryan Foster	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61165	\$25.33	118	Bill Review	Issued
8	Public Works	82	Solid Waste Collection	2020	100	08/20/2020	LaDonna Henderson	Oklahoma Tax Commission	03/28/2023 Thru 03/28/2023		04/03/2023	61166	\$151.25	205	State Taxes	Issued
7500	Public Works	7501	Solid Waste Collection	2020	100	08/20/2020	LaDonna Henderson	Workers' Compensation Commission	03/28/2023 Thru 03/28/2023		04/03/2023	61168	\$140.00	205	Filing Fees	Issued
7500	Public Works	7501	Solid Waste Refuse Collection	2022	64	07/25/2022	Bryan Spencer	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61169	\$34.69	118	Bill Review	Issued
7501	Police	7501	Police Uniform	2022	62	10/19/2022	Crail Calverley	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61170	\$32.06	118	Bill Review	Issued
7500	Police	7501	Police Uniform	2022	62	10/19/2022	Crail Calverley	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61171	\$18.80	118	Bill Review	Issued
5000	Parks & Recreation	5003	Park Maintenance	2022	96	10/22/2022	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61172	\$117.11	118	Bill Review	Issued
7500	Police	7501	Animal Welfare	2022	101	11/28/2022	James Hancock	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61173	\$1,067.13	118	Bill Review	Issued
7500	Police	7501	Animal Welfare	2022	101	11/28/2022	James Hancock	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61174	\$49.50	118	Bill Review	Issued
5000	Parks & Recreation	5003	Sports & Aquatics	2023	4	12/05/2022	Steven Lamnack	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61175	\$123.35	118	Bill Review	Issued
5000	Parks & Recreation	5005	Park Maintenance	2023	9	01/19/2023	Asliwei Cline	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61176	\$34.69	118	Bill Review	Issued
7500	Police	7501	Police Operations	2023	14	02/02/2023	Bobby Speaks	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61177	\$21.42	118	Bill Review	Issued
7500	Police	7501	Police Operations	2023	15	03/01/2023	Robert Kzlar	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61178	\$22.92	118	Bill Review	Issued
7501	Fire Dept.	7501	Fire Operations	2022	63	02/28/2022	William Justus	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61179	\$38.03	118	Bill Review	Issued
7500	Police	7501	Fire Operations	2022	63	02/28/2022	William Justus	Blue Rock Health and Wellness, LLC	03/27/2023 Thru 03/31/2023		04/03/2023	61180	\$18.26	118	Physical Therapy & Chiropractic Treatments	Issued
7501	Police	7501	Fire Operations	2022	63	02/28/2022	William Justus	Blue Rock Health and Wellness, LLC	03/27/2023 Thru 03/31/2023		04/03/2023	61181	\$235.10	104	Diagnostic & Pathology	Issued
5000	Public Works	5003	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61182	\$2,638.17	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61183	\$175.20	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61184	\$75.20	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61185	\$130.12	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61186	\$2,638.17	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61187	\$175.20	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61188	\$75.20	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61189	\$130.12	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61190	\$2,638.17	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61191	\$175.20	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61192	\$75.20	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61193	\$130.12	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61194	\$2,638.17	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61195	\$175.20	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61196	\$75.20	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61197	\$130.12	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61198	\$2,638.17	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61199	\$175.20	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61200	\$75.20	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61201	\$130.12	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61202	\$2,638.17	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61203	\$175.20	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61204	\$75.20	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61205	\$130.12	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61206	\$2,638.17	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61207	\$175.20	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61208	\$75.20	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61209	\$130.12	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61210	\$2,638.17	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61211	\$175.20	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61212	\$75.20	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61213	\$130.12	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61214	\$2,638.17	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61215	\$175.20	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61216	\$75.20	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61217	\$130.12	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61218	\$2,638.17	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61219	\$175.20	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61220	\$75.20	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61221	\$130.12	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61222	\$2,638.17	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61223	\$175.20	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61224	\$75.20	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61225	\$130.12	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021	Joseph Wheeler	PPO Solutions	03/27/2023 Thru 03/31/2023		04/03/2023	61226	\$2,638.17	100	Prescription	Issued
7500	Police	7501	Stormwater Management	2021	70	10/22/2021										

5000	Parks & Recreation	5005	Building Maintenance	2023 9	02/02/2023	Bobby Sparks	Valle Outpatient Clinics Management and Development LLC	03/06/2023 Thru 03/06/2023	04/13/2023	61252	\$239.46	104	Physical Therapy & Chiropractic Treatments	Prescription	Issued
7000	Police	7003	Police CID	2023 20	03/10/2023	Michael Azola	Stone River Pharmacy Solutions	03/10/2023 Thru 03/22/2023	04/13/2023	61253	\$84.77	105	Physical Therapy & Chiropractic Treatments	Prescription	Issued
10	Fire Dept.	95	Fire-Operations	2008 128	12/08/2008	Robert Talbottmah	Anne Talbottmah	02/01/2023 Thru 05/16/2023	04/17/2023	61254	\$501.20	305	Death Benefits/Order	Death Benefits/Order	Issued
10	Fire Dept.	95	Fire-Operations	2008 128	12/08/2008	Robert Talbottmah	Anne Talbottmah	02/01/2023 Thru 05/16/2023	04/17/2023	61255	\$217.57	305	Death Benefits/Order	Death Benefits/Order	Issued
7500	Fire	7501	Fire-Operations	2022 39	03/30/2022	Steven Thornton	Steven Thornton	04/08/2023 Thru 04/01/2023	04/17/2023	61257	\$761.43	301	Temporary Total Disability (TTD)/Order	Temporary Total Disability (TTD)/Order	Issued
7500	Fire	7501	Fire-Operations	2022 40	05/09/2022	Steven Thornton	Steven Thornton	04/01/2023 Thru 04/11/2023	04/17/2023	61258	\$97.73	116	Temporary Total Disability (TTD)/Order	Temporary Total Disability (TTD)/Order	Issued
7500	Fire	7501	Fire-Operations	2022 40	05/09/2022	Russel Matheson	Russel Matheson	04/04/2023 Thru 04/07/2023	04/17/2023	61259	\$724.42	301	Temporary Total Disability (TTD)/Order	Temporary Total Disability (TTD)/Order	Issued
7500	Fire	7501	Fire-Operations	2022 40	05/09/2022	Russel Matheson	Russel Matheson	04/07/2023 Thru 04/07/2023	04/17/2023	61260	\$99.69	116	Temporary Total Disability (TTD)/Order	Temporary Total Disability (TTD)/Order	Issued
7500	Police	7502	Police Uniform	2022 93	11/14/2022	Griselda Gonzales	Griselda Gonzales	04/12/2023 Thru 04/16/2023	04/17/2023	61261	\$961.64	301	Temporary Total Disability (TTD)/Order	Temporary Total Disability (TTD)/Order	Issued
7500	Police	7502	Police Uniform	2022 108	12/19/2022	Ramon Ortega	Ramon Ortega	04/10/2023 Thru 04/14/2023	04/17/2023	61262	\$18.96	117	Medical Records	Medical Records	Issued
85	Police Dept.	85	Police Dept.	2021 81	08/15/2021	Timothy Poff	CDO Health	04/01/2023 Thru 04/01/2023	04/17/2023	61265	\$38.80	117	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2022 10	02/07/2022	Joshua Burckhalter	PPO Solutions	04/10/2023 Thru 04/14/2023	04/17/2023	61267	\$78.00	118	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2022 87	09/21/2022	Joshua Burckhalter	PPO Solutions	04/10/2023 Thru 04/14/2023	04/17/2023	61268	\$78.00	118	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2022 87	09/21/2022	Joshua Burckhalter	PPO Solutions	04/10/2023 Thru 04/14/2023	04/17/2023	61269	\$97.12	118	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2022 83	09/21/2022	Griselda Gonzales	TruePath Comanche Emergency Specialists PLLC	04/10/2023 Thru 04/14/2023	04/17/2023	61270	\$2,776.41	110	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2022 96	10/26/2022	Antonio Hopson	Diagnostic Laboratory of Oklahoma	04/10/2023 Thru 02/10/2023	04/17/2023	61271	\$39.82	110	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2022 96	10/26/2022	Antonio Hopson	PPO Solutions	04/10/2023 Thru 04/14/2023	04/17/2023	61272	\$493.29	118	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2022 104	11/28/2022	James Hancock	PPO Solutions	04/10/2023 Thru 04/14/2023	04/17/2023	61273	\$130.76	118	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2022 104	12/05/2022	Steven Linnack	McBride Orthopedic Hospital	04/03/2023 Thru 04/03/2023	04/17/2023	61274	\$124.28	101	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2022 108	12/19/2022	Ramon Ortega	PPO Solutions	04/10/2023 Thru 04/14/2023	04/17/2023	61275	\$18.95	118	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2023 1	01/04/2023	Brad Mettchen	Diagnostic Radiology Consultant PC	04/10/2023 Thru 03/26/2023	04/17/2023	61276	\$150.43	110	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2023 4	01/04/2023	Brad Mettchen	McBride Orthopedic Hospital	02/28/2023 Thru 03/26/2023	04/17/2023	61277	\$250.80	110	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2023 11	01/19/2023	Adilah Cimes	PPO Solutions	04/10/2023 Thru 04/14/2023	04/17/2023	61278	\$118.50	118	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2023 9	01/19/2023	Adilah Cimes	PPO Solutions	04/10/2023 Thru 04/14/2023	04/17/2023	61279	\$118.50	118	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2023 9	01/19/2023	Adilah Cimes	McBride Orthopedic Hospital	02/28/2023 Thru 03/26/2023	04/17/2023	61280	\$148.92	104	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2023 14	02/01/2023	Bobby Sparks	PPO Solutions	04/10/2023 Thru 03/23/2023	04/17/2023	61281	\$28.90	118	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2023 14	02/01/2023	Bobby Sparks	HPI Physicians LLC	04/10/2023 Thru 04/04/2023	04/17/2023	61282	\$285.24	101	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2023 14	03/01/2023	Robert Kzair	Robert Kzair	04/04/2023 Thru 04/13/2023	04/17/2023	61283	\$147.24	116	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2023 20	03/10/2023	Michael Azola	PPO Solutions	04/10/2023 Thru 04/14/2023	04/17/2023	61284	\$42.83	118	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2023 20	03/10/2023	Michael Azola	PPO Solutions	04/10/2023 Thru 04/14/2023	04/17/2023	61285	\$165.54	104	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2023 22	03/19/2023	Balvir Spencer	PPO Solutions	04/10/2023 Thru 03/26/2023	04/17/2023	61286	\$18.26	118	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2022 100	08/20/2020	LaDonna Henderson	Monica Pack	04/10/2023 Thru 04/14/2023	04/17/2023	61287	\$71.50	202	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2022 85	09/15/2022	Gregory Woods	Monica Pack	04/10/2023 Thru 04/14/2023	04/17/2023	61288	\$71.50	202	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2023 8	02/09/2023	Austin Solenberger	McBride Orthopedic Hospital	03/22/2023 Thru 03/22/2023	04/17/2023	61289	\$47.00	101	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2023 8	02/09/2023	Austin Solenberger	McBride Orthopedic Hospital	03/22/2023 Thru 03/22/2023	04/17/2023	61290	\$47.00	101	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2020 100	09/20/2020	LaDonna Henderson	Walker Ferguson and Ferguson PC	03/30/2023 Thru 03/30/2023	04/18/2023	61291	\$240.96	201	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2018 78	09/20/2018	Bryan Feaster	Walker Ferguson and Ferguson PC	07/18/2022 Thru 03/31/2023	04/18/2023	61292	\$1,625.00	201	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2022 96	10/26/2022	Antonio Hopson	Anthony La Sosa Physical Therapy PC	04/03/2023 Thru 04/06/2023	04/19/2023	61293	\$283.44	104	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2022 111	12/06/2022	Joshua Dawson	Anthony La Sosa Physical Therapy PC	04/03/2023 Thru 04/06/2023	04/19/2023	61294	\$141.72	104	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2023 8	02/09/2023	Joshua Dawson	Anthony La Sosa Physical Therapy PC	04/03/2023 Thru 04/06/2023	04/19/2023	61295	\$248.01	104	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2014 81	08/15/2014	Timothy Poff	Anthony La Sosa Physical Therapy PC	04/05/2023 Thru 04/10/2023	04/19/2023	61296	\$250.57	104	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2022 105	05/09/2022	Russel Matheson	KTM Nursing Services	03/30/2023 Thru 04/18/2023	04/19/2023	61297	\$463.38	107	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2022 105	05/09/2022	Russel Matheson	SOUTHWEST RADIOLOGY	05/20/2023 Thru 05/20/2022	04/20/2023	61298	\$240.42	110	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2023 3	12/09/2022	Josee Alverson	TruePath Comanche Emergency Specialists PLLC	04/10/2023 Thru 12/09/2022	04/20/2023	61299	\$182.70	101	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2023 4	01/11/2023	Jordan Gudger	TruePath Comanche Emergency Specialists PLLC	01/11/2023 Thru 01/11/2023	04/20/2023	61300	\$182.70	101	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2023 4	01/11/2023	Jordan Gudger	TruePath Comanche Emergency Specialists PLLC	01/11/2023 Thru 01/11/2023	04/20/2023	61301	\$182.70	101	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2018 51	07/23/2018	Louis Alvarez	HealthLife Pharmacy Services LLC	04/07/2023 Thru 04/07/2023	04/20/2023	61302	\$45.59	101	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2018 51	07/23/2018	Louis Alvarez	HealthLife Pharmacy Services LLC	04/07/2023 Thru 04/07/2023	04/20/2023	61303	\$45.59	101	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2022 40	05/08/2022	Russel Matheson	Neuroscience Specialists PC	03/21/2023 Thru 03/21/2023	04/20/2023	61304	\$156.08	105	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2022 85	09/17/2022	Matthew Selby	HealthLife Pharmacy Services LLC	04/07/2023 Thru 04/11/2023	04/20/2023	61305	\$932.84	105	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2022 85	09/17/2022	Matthew Selby	HealthLife Pharmacy Services LLC	04/07/2023 Thru 04/11/2023	04/20/2023	61306	\$932.84	105	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2022 101	11/28/2022	James Hancock	HealthLife Pharmacy Services LLC	03/30/2023 Thru 03/30/2023	04/20/2023	61307	\$353.11	110	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2012 7	01/19/2012	Mark Flanagan	HealthLife Pharmacy Services LLC	04/10/2023 Thru 04/10/2023	04/20/2023	61308	\$122.61	105	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2022 40	05/08/2022	Russel Matheson	Comanche County Hospital Authority	11/28/2022 Thru 11/28/2022	04/20/2023	61309	\$68.90	105	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2022 52	06/28/2022	Michael Mulligan	HealthLife Pharmacy Services LLC	04/07/2023 Thru 04/07/2023	04/20/2023	61310	\$77.24	110	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2022 52	06/28/2022	Michael Mulligan	HealthLife Pharmacy Services LLC	04/07/2023 Thru 04/07/2023	04/20/2023	61311	\$342.89	105	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2022 52	06/28/2022	Michael Mulligan	HealthLife Pharmacy Services LLC	04/07/2023 Thru 04/07/2023	04/20/2023	61312	\$342.89	105	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2022 85	09/22/2022	Joseph Wheeler	SOUTHWEST RADIOLOGY	05/28/2022 Thru 05/28/2022	04/21/2023	61313	\$150.43	110	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2022 85	09/22/2022	Joseph Wheeler	SOUTHWEST RADIOLOGY	05/28/2022 Thru 05/28/2022	04/21/2023	61314	\$150.43	110	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2022 105	10/22/2022	Josee Alverson	SOUTHWEST RADIOLOGY	10/31/2022 Thru 10/31/2022	04/21/2023	61315	\$15.93	110	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2022 105	10/22/2022	Josee Alverson	SOUTHWEST RADIOLOGY	10/31/2022 Thru 10/31/2022	04/21/2023	61316	\$15.93	110	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2023 1	12/19/2022	Ramon Ortega	Comanche County Hospital Authority	12/09/2022 Thru 12/09/2022	04/21/2023	61317	\$850.31	102	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2023 1	12/19/2022	Ramon Ortega	Comanche County Hospital Authority	12/09/2022 Thru 12/09/2022	04/21/2023	61318	\$850.31	102	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2023 2	01/04/2023	Brad Mettchen	Comanche County Hospital Authority	02/24/2023 Thru 02/24/2023	04/21/2023	61319	\$45.17	110	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2023 3	01/11/2023	Eric Gonzalez	Comanche County Hospital Authority	02/27/2023 Thru 02/27/2023	04/21/2023	61320	\$370.13	110	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2023 5	01/11/2023	Jordan Gudger	Comanche County Hospital Authority	01/11/2023 Thru 01/11/2023	04/21/2023	61321	\$350.25	110	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2023 5	01/11/2023	Jordan Gudger	Comanche County Hospital Authority	01/11/2023 Thru 01/11/2023	04/21/2023	61322	\$350.25	110	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2023 5	01/11/2023	Jordan Gudger	Comanche County Hospital Authority	01/11/2023 Thru 01/11/2023	04/21/2023	61323	\$350.25	110	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2023 5	01/11/2023	Jordan Gudger	Comanche County Hospital Authority	01/11/2023 Thru 01/11/2023	04/21/2023	61324	\$350.25	110	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2023 5	01/11/2023	Jordan Gudger	Comanche County Hospital Authority	01/11/2023 Thru 01/11/2023	04/21/2023	61325	\$350.25	110	Medical Records	Medical Records	Issued
7500	Police	7501	Police Uniform	2023 5	01/11/2023	Jordan Gudger	Comanche County Hospital Authority	01/11/2023 Thru 01/11/2023	04/21/2023	61326	\$350.25	110	Medical Records	Medical Records	

Police	7001	Fire Operations	2023	111	12/06/2023	Joshua Dawson	Anthony La Sonza Physical Therapy PC	04/12/2023	Thru	04/12/2023	61359	\$70.86	104	Physical Therapy & Chiropractic Treatments	Issued
Fire	7501	Fire Operations	2023	8	02/09/2023	Austin Solenberg	Central Anesthesia Associates LLC	03/20/2023	Thru	03/30/2023	61360	\$437.40	111	Anesthesia	Issued
Fire	7501	Fire Operations	2023	8	02/09/2023	Austin Solenberg	Central Anesthesia Associates LLC	03/20/2023	Thru	03/30/2023	61361	\$241.48	111	Anesthesia	Issued
Police	7501	Fire Operations	2023	8	02/09/2023	Austin Solenberg	Comanche County Hospital Authority	03/30/2023	Thru	03/30/2023	61362	\$370.13	110	Diagnostic & Pathology	Issued
Police	7000	Police Operations	2023	13	02/27/2023	Christopher Puetz	Comanche County Hospital Authority	02/27/2023	Thru	02/27/2023	61363	\$443.14	102	Hospitals	Issued
Fire	5001	Fire Operations	2023	4	03/01/2023	David Frazier	FPI Physical Therapy LLC	03/01/2023	Thru	03/01/2023	61364	\$130.12	110	Physicians	Issued
Police	7000	Police Operations	2023	16	03/01/2023	David Frazier	Comanche County Hospital Authority	03/02/2023	Thru	03/02/2023	61365	\$130.12	110	Physicians	Issued
Police	7002	Police Uniform	2023	18	03/03/2023	Drake Seymour	Comanche County Hospital Authority	03/03/2023	Thru	03/03/2023	61366	\$443.14	102	Diagnostic & Pathology	Issued
Police	7002	Police Uniform	2023	27	03/17/2023	Clinton Galfiff	Center For Occupational Health	04/03/2023	Thru	04/12/2023	61367	\$372.69	101	Physicians	Issued
Public Works	5502	Streets	2023	28	03/20/2023	Ervant Stevenson	Center For Occupational Health	03/24/2023	Thru	03/28/2023	61368	\$248.49	101	Physicians	Issued
Public Works	5500	Streets	2023	28	03/20/2023	Ervant Stevenson	Center For Occupational Health	03/24/2023	Thru	03/21/2023	61369	\$231.04	101	Physicians	Issued
Police Dept.	7501	Fire Operations	2023	29	03/27/2023	Steven Monstori	Center For Occupational Health	04/13/2023	Thru	04/13/2023	61370	\$228.88	101	Physicians	Issued
Parks & Recreation	5003	Police-Uniform Division	2023	89	03/28/2023	Shelly Polk	Cherokee County Hospital Authority	03/28/2023	Thru	03/28/2023	61371	\$421.22	102	Physician	Issued
Police	7501	Fire Operations	2023	95	03/28/2023	Robert Talbonemah	Comanche County Hospital Authority	02/07/2023	Thru	02/07/2023	61372	\$777.24	102	Physician	Issued
Fire	7501	Fire Operations	2023	29	03/27/2023	Steven Monstori	SOUTHWEST RADIOLOGY	04/13/2023	Thru	04/13/2023	61373	\$17.19	110	Diagnostic & Pathology	Issued
Fire Dept.	95	Fire Operations	2008	128	12/09/2008	Robert Talbonemah	Arnee Talbonemah	05/24/2023	Thru	05/30/2023	61374	\$501.20	305	Death Benefits/Order	Issued
Fire Dept.	95	Fire Operations	2008	128	12/09/2008	Robert Talbonemah	Caden M Talbonemah, Minor	05/24/2023	Thru	05/30/2023	61375	\$107.40	305	Death Benefits/Order	Issued
Fire	7501	Fire Operations	2022	67	08/18/2022	Brett Ford	Brett Ford	04/25/2023	Thru	04/25/2023	61376	\$113.45	116	Mileage	Issued
Fire	7501	Fire Operations	2022	87	08/18/2022	Brett Ford	Brett Ford	04/25/2023	Thru	04/25/2023	61377	\$853.16	301	Temporary Total Disability (TTD)/Order	Issued
Police	7000	Police Operations	2023	35	02/28/2023	Jeffrey Wheeler	Jeffrey Wheeler	03/13/2023	Thru	03/13/2023	61378	\$231.08	115	Mileage	Issued
Police	7002	Police Operations	2023	41	02/28/2023	Cecilia Vela	Cecilia Vela	03/13/2023	Thru	04/04/2023	61379	\$114.92	115	Mileage	Issued
Fire-Operations	95	Fire-Operations	2004	41	10/22/2004	Samuel Shubert	Samuel Shubert	04/28/2023	Thru	04/28/2023	61381	\$85,710.12	TOTAL:		Issued

Location 2500 Finance
Department 2502 Utility Services

TYPE OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
6 Medical Only	1	100 %	\$596.08	\$596.08	100 %
TOTAL	1	100.0 %	\$596.08	\$596.08	100.0 %

NATURE OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
10 Contusion	1	100 %	\$596.08	\$596.08	100 %
TOTAL	1	100.0 %	\$596.08	\$596.08	100.0 %

TIME OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
10:00 AM - 11:59 AM	1	100 %	\$596.08	\$596.08	100 %
TOTAL	1	100.0 %	\$596.08	\$596.08	100.0 %

AGE OF CLAIMANT

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
26 thru 30 years	1	100 %	\$596.08	\$596.08	100 %
TOTAL	1	100.0 %	\$596.08	\$596.08	100.0 %

Location 5000 Parks & Recreation
Department 5002 Sports & Aquatics

TYPE OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
6 Medical Only	1	100 %	\$3,079.06	\$3,079.06	100 %
TOTAL	1	100.0 %	\$3,079.06	\$3,079.06	100.0 %

NATURE OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
62 Strain	1	100 %	\$3,079.06	\$3,079.06	100 %
TOTAL	1	100.0 %	\$3,079.06	\$3,079.06	100.0 %

TIME OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%

PART OF BODY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
42 Lower Back Area	1	100 %	\$596.08	\$596.08	100 %
TOTAL	1	100.0 %	\$596.08	\$596.08	100.0 %

AGENCY OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
33 On Stairs	1	100 %	\$596.08	\$596.08	100 %
TOTAL	1	100.0 %	\$596.08	\$596.08	100.0 %

LENGTH OF SERVICE

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
3 thru 5 months	1	100 %	\$596.08	\$596.08	100 %
TOTAL	1	100.0 %	\$596.08	\$596.08	100.0 %

SEX OF CLAIMANT

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
Female	1	100 %	\$596.08	\$596.08	100 %
TOTAL	1	100.0 %	\$596.08	\$596.08	100.0 %

PART OF BODY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
42 Lower Back Area	1	100 %	\$3,079.06	\$3,079.06	100 %
TOTAL	1	100.0 %	\$3,079.06	\$3,079.06	100.0 %

AGENCY OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
56 Lifting	1	100 %	\$3,079.06	\$3,079.06	100 %
TOTAL	1	100.0 %	\$3,079.06	\$3,079.06	100.0 %

LENGTH OF SERVICE

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%

08:00 PM - 09:59 PM		1	100 %	\$3,079.06	\$3,079.06	100 %
TOTAL		1	100.0 %	\$3,079.06	\$3,079.06	100.0 %

AGE OF CLAIMANT

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
26 thru 30 years	1	100 %	\$3,079.06	\$3,079.06	100 %
TOTAL	1	100.0 %	\$3,079.06	\$3,079.06	100.0 %

Location 5000 Parks & Recreation
Department 5005 Building Maintenance

TYPE OF INJURY

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
5 Temporary Injury	1	100 %	\$7,481.26	\$25,416.00	100 %
TOTAL	1	100.0 %	\$7,481.26	\$25,416.00	100.0 %

NATURE OF INJURY

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
52 Strain	1	100 %	\$7,481.26	\$25,416.00	100 %
TOTAL	1	100.0 %	\$7,481.26	\$25,416.00	100.0 %

TIME OF INJURY

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
08:00 AM - 09:59 AM	1	100 %	\$7,481.26	\$25,416.00	100 %
TOTAL	1	100.0 %	\$7,481.26	\$25,416.00	100.0 %

AGE OF CLAIMANT

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
41 thru 45 years	1	100 %	\$7,481.26	\$25,416.00	100 %
TOTAL	1	100.0 %	\$7,481.26	\$25,416.00	100.0 %

Location 5500 Public Works
Department 5502 Streets

TYPE OF INJURY

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
Medical Only	2	100 %	\$769.59	\$769.59	100 %
TOTAL	2	100.0 %	\$769.59	\$769.59	100.0 %

NATURE OF INJURY

9 thru 11 months	1	100 %	\$3,079.06	\$3,079.06	100 %
TOTAL	1	100.0 %	\$3,079.06	\$3,079.06	100.0 %

SEX OF CLAIMANT

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
Female	1	100 %	\$3,079.06	\$3,079.06	100 %
TOTAL	1	100.0 %	\$3,079.06	\$3,079.06	100.0 %

PART OF BODY

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
90 Multiple Body Parts (Including Body Systems & Body Parts)	1	100 %	\$7,481.26	\$25,416.00	100 %
TOTAL	1	100.0 %	\$7,481.26	\$25,416.00	100.0 %

AGENCY OF INJURY

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
32 On Ice or Snow	1	100 %	\$7,481.26	\$25,416.00	100 %
TOTAL	1	100.0 %	\$7,481.26	\$25,416.00	100.0 %

LENGTH OF SERVICE

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
2 - 4 years	1	100 %	\$7,481.26	\$25,416.00	100 %
TOTAL	1	100.0 %	\$7,481.26	\$25,416.00	100.0 %

SEX OF CLAIMANT

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
Male	1	100 %	\$7,481.26	\$25,416.00	100 %
TOTAL	1	100.0 %	\$7,481.26	\$25,416.00	100.0 %

PART OF BODY

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
42 Lower Back Area	2	100 %	\$769.59	\$769.59	100 %
TOTAL	2	100.0 %	\$769.59	\$769.59	100.0 %

AGENCY OF INJURY

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
52 Strain	1	50 %	\$645.34	\$645.34	83.855 %
49 Sprain	1	50 %	\$124.25	\$124.25	16.145 %
TOTAL	2	100.0 %	\$769.59	\$769.59	100.0 %

TIME OF INJURY

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
08:00 AM - 09:59 AM	2	100 %	\$769.59	\$769.59	100 %
TOTAL	2	100.0 %	\$769.59	\$769.59	100.0 %

AGE OF CLAIMANT

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
36 thru 40 years	1	50 %	\$645.34	\$645.34	83.855 %
56 thru 60 years	1	50 %	\$124.25	\$124.25	16.145 %
TOTAL	2	100.0 %	\$769.59	\$769.59	100.0 %

**Location 5500 Public Works
Department 5505 Equipment Maintenance**

TYPE OF INJURY

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
6 Medical Only	1	100 %	\$1,347.07	\$1,347.07	100 %
TOTAL	1	100.0 %	\$1,347.07	\$1,347.07	100.0 %

NATURE OF INJURY

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
90 Multiple Physical Injuries Only	1	100 %	\$1,347.07	\$1,347.07	100 %
TOTAL	1	100.0 %	\$1,347.07	\$1,347.07	100.0 %

TIME OF INJURY

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
10:00 AM - 11:59 AM	1	100 %	\$1,347.07	\$1,347.07	100 %
TOTAL	1	100.0 %	\$1,347.07	\$1,347.07	100.0 %

AGE OF CLAIMANT

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
24 thru 30 years	1	100 %	\$1,347.07	\$1,347.07	100 %
TOTAL	1	100.0 %	\$1,347.07	\$1,347.07	100.0 %

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
60 Strain or Injury by, NOC	1	50 %	\$645.34	\$645.34	83.855 %
56 Lifting	1	50 %	\$124.25	\$124.25	16.145 %
TOTAL	2	100.0 %	\$769.59	\$769.59	100.0 %

LENGTH OF SERVICE

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
9 thru 11 months	1	50 %	\$645.34	\$645.34	83.855 %
5 - 9 years	1	50 %	\$124.25	\$124.25	16.145 %
TOTAL	2	100.0 %	\$769.59	\$769.59	100.0 %

SEX OF CLAIMANT

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
Male	2	100 %	\$769.59	\$769.59	100 %
TOTAL	2	100.0 %	\$769.59	\$769.59	100.0 %

PART OF BODY

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
36 Finger(s)	1	100 %	\$1,347.07	\$1,347.07	100 %
TOTAL	1	100.0 %	\$1,347.07	\$1,347.07	100.0 %

AGENCY OF INJURY

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
75 Falling or Flying Object	1	100 %	\$1,347.07	\$1,347.07	100 %
TOTAL	1	100.0 %	\$1,347.07	\$1,347.07	100.0 %

LENGTH OF SERVICE

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
0 thru 2 months	1	100 %	\$1,347.07	\$1,347.07	100 %
TOTAL	1	100.0 %	\$1,347.07	\$1,347.07	100.0 %

SEX OF CLAIMANT

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
Male	1	100 %	\$1,347.07	\$1,347.07	100 %
TOTAL	1	100.0 %	\$1,347.07	\$1,347.07	100.0 %

Department 5507 Solid Waste Refuse Collection

TYPE OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
6 Medical Only	1	100 %	\$71.20	\$600.00	100 %
TOTAL	1	100.0 %	\$71.20	\$600.00	100.0 %

NATURE OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
49 Sprain	1	100 %	\$71.20	\$600.00	100 %
TOTAL	1	100.0 %	\$71.20	\$600.00	100.0 %

TIME OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
10:00 AM - 11:59 AM	1	100 %	\$71.20	\$600.00	100 %
TOTAL	1	100.0 %	\$71.20	\$600.00	100.0 %

AGE OF CLAIMANT

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
41 thru 45 years	1	100 %	\$71.20	\$600.00	100 %
TOTAL	1	100.0 %	\$71.20	\$600.00	100.0 %

Location 6500 Public Utilities
Department 6506 Wastewater Collection

TYPE OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
6 Medical Only	1	100 %	\$0.00	\$600.00	100 %
TOTAL	1	100.0 %	\$0.00	\$600.00	100.0 %

NATURE OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
10 Contusion	1	100 %	\$0.00	\$600.00	100 %
TOTAL	1	100.0 %	\$0.00	\$600.00	100.0 %

TIME OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
03:00 PM - 03:59 PM	1	100 %	\$0.00	\$600.00	100 %
TOTAL	1	100.0 %	\$0.00	\$600.00	100.0 %

PART OF BODY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
55 Ankle	1	100 %	\$71.20	\$600.00	100 %
TOTAL	1	100.0 %	\$71.20	\$600.00	100.0 %

AGENCY OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
53 Twisting	1	100 %	\$71.20	\$600.00	100 %
TOTAL	1	100.0 %	\$71.20	\$600.00	100.0 %

LENGTH OF SERVICE

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
0 thru 2 months	1	100 %	\$71.20	\$600.00	100 %
TOTAL	1	100.0 %	\$71.20	\$600.00	100.0 %

SEX OF CLAIMANT

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
Female	1	100 %	\$71.20	\$600.00	100 %
TOTAL	1	100.0 %	\$71.20	\$600.00	100.0 %

PART OF BODY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
36 Finger(s)	1	100 %	\$0.00	\$600.00	100 %
TOTAL	1	100.0 %	\$0.00	\$600.00	100.0 %

AGENCY OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
79 Object Being Lifted or Handled	1	100 %	\$0.00	\$600.00	100 %
TOTAL	1	100.0 %	\$0.00	\$600.00	100.0 %

LENGTH OF SERVICE

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
6 thru 8 months	1	100 %	\$0.00	\$600.00	100 %
TOTAL	1	100.0 %	\$0.00	\$600.00	100.0 %

AGE OF CLAIMANT

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
51 thru 55 years	1	100 %	\$0.00	\$600.00	100 %
TOTAL	1	100.0 %	\$0.00	\$600.00	100.0 %

Location 6500 Public Utilities
Department 6507 Wastewater Maintenance

TYPE OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
6 Medical Only	1	100 %	\$357.90	\$600.00	100 %
TOTAL	1	100.0 %	\$357.90	\$600.00	100.0 %

NATURE OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
10 Contusion	1	100 %	\$357.90	\$600.00	100 %
TOTAL	1	100.0 %	\$357.90	\$600.00	100.0 %

TIME OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
08:00 AM - 09:59 AM	1	100 %	\$357.90	\$600.00	100 %
TOTAL	1	100.0 %	\$357.90	\$600.00	100.0 %

AGE OF CLAIMANT

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
56 thru 60 years	1	100 %	\$357.90	\$600.00	100 %
TOTAL	1	100.0 %	\$357.90	\$600.00	100.0 %

Location 7000 Police
Department 7002 Police Uniform

TYPE OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
6 Medical Only	9	100 %	\$7,123.34	\$11,410.58	100 %
TOTAL	9	100.0 %	\$7,123.34	\$11,410.58	100.0 %

SEX OF CLAIMANT

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
Male	1	100 %	\$0.00	\$600.00	100 %
TOTAL	1	100.0 %	\$0.00	\$600.00	100.0 %

PART OF BODY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
90 Multiple Body Parts (Including Body Systems & Body Parts)	1	100 %	\$357.90	\$600.00	100 %
TOTAL	1	100.0 %	\$357.90	\$600.00	100.0 %

AGENCY OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
20 Collapsing Materials (Slides of Earth)	1	100 %	\$357.90	\$600.00	100 %
TOTAL	1	100.0 %	\$357.90	\$600.00	100.0 %

LENGTH OF SERVICE

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
Over 10 years	1	100 %	\$357.90	\$600.00	100 %
TOTAL	1	100.0 %	\$357.90	\$600.00	100.0 %

SEX OF CLAIMANT

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
Male	1	100 %	\$357.90	\$600.00	100 %
TOTAL	1	100.0 %	\$357.90	\$600.00	100.0 %

PART OF BODY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
90 Multiple Body Parts (Including Body Systems & Body Parts)	1	11.111 %	\$4,648.76	\$5,000.00	43.819 %
56 Foot	1	11.111 %	\$0.00	\$1,500.00	13.146 %
30 Multiple Upper Extremities	1	11.111 %	\$0.00	\$1,500.00	13.146 %
55 Ankle	1	11.111 %	\$387.32	\$1,000.00	8.764 %
18 Soft Tissue	1	11.111 %	\$651.70	\$800.00	7.011 %
32 Elbow	1	11.111 %	\$526.96	\$600.00	5.258 %
35 Hand	1	11.111 %	\$498.02	\$600.00	5.258 %
14 Eyes	2	22.222 %	\$410.58	\$410.58	3.598 %
TOTAL	9	100.0 %	\$7,123.34	\$11,410.58	100.0 %

TOTAL	9	100.0 %	\$7,123.34	\$11,410.58	100.0 %
-------	---	---------	------------	-------------	---------

NATURE OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
10 Contusion	1	11.111 %	\$4,648.76	\$5,000.00	43.819 %
49 Sprain	2	22.222 %	\$914.28	\$1,600.00	14.022 %
43 Puncture	1	11.111 %	\$0.00	\$1,500.00	13.146 %
90 Multiple Physical Injuries Only	1	11.111 %	\$0.00	\$1,500.00	13.146 %
40 Laceration	2	22.222 %	\$1,149.72	\$1,400.00	12.269 %
59 All Other Specific Injuries NOC	2	22.222 %	\$410.58	\$410.58	3.598 %
TOTAL	9	100.0 %	\$7,123.34	\$11,410.58	100.0 %

TIME OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
06:00 PM - 07:59 PM	4	44.444 %	\$5,292.98	\$7,756.90	67.98 %
02:00 PM - 03:59 PM	2	22.222 %	\$526.96	\$2,100.00	18.404 %
08:00 PM - 09:59 PM	1	11.111 %	\$651.70	\$800.00	7.011 %
04:00 PM - 05:59 PM	1	11.111 %	\$498.02	\$600.00	5.258 %
12:00 PM - 01:59 PM	1	11.111 %	\$153.68	\$153.68	1.347 %
TOTAL	9	100.0 %	\$7,123.34	\$11,410.58	100.0 %

AGE OF CLAIMANT

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
21 thru 25 years	1	11.111 %	\$4,648.76	\$5,000.00	43.819 %
26 thru 30 years	3	33.333 %	\$1,565.98	\$2,400.00	21.033 %
31 thru 35 years	2	22.222 %	\$498.02	\$2,100.00	18.404 %
36 thru 40 years	2	22.222 %	\$153.68	\$1,653.68	14.493 %
41 thru 45 years	1	11.111 %	\$256.90	\$256.90	2.251 %
TOTAL	9	100.0 %	\$7,123.34	\$11,410.58	100.0 %

Location 7000 Police
Department 7003 Police CID

TYPE OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
6 Medical Only	2	100 %	\$1,519.93	\$1,519.93	100 %
TOTAL	2	100.0 %	\$1,519.93	\$1,519.93	100.0 %

NATURE OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
Strain	1	50 %	\$1,057.70	\$1,057.70	69.589 %
All Other Specific Injuries NOC	1	50 %	\$462.23	\$462.23	30.411 %
TOTAL	2	100.0 %	\$1,519.93	\$1,519.93	100.0 %

TOTAL	9	100.0 %	\$7,123.34	\$11,410.58	100.0 %
-------	---	---------	------------	-------------	---------

AGENCY OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
46 Collision With a Fixed Object	1	11.111 %	\$4,648.76	\$5,000.00	43.819 %
74 Fellow Worker; Patient	3	33.333 %	\$1,178.66	\$2,900.00	25.415 %
69 Stepping on Sharp Object	1	11.111 %	\$0.00	\$1,500.00	13.146 %
60 Strain or Injury by, NOC	1	11.111 %	\$387.32	\$1,000.00	8.764 %
85 Animal or Insect	1	11.111 %	\$498.02	\$600.00	5.258 %
87 Foreign Matter (Body) in Eye(s)	2	22.222 %	\$410.58	\$410.58	3.598 %
TOTAL	9	100.0 %	\$7,123.34	\$11,410.58	100.0 %

LENGTH OF SERVICE

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
2 - 4 years	2	22.222 %	\$5,036.08	\$6,000.00	52.583 %
5 - 9 years	2	22.222 %	\$498.02	\$2,100.00	18.404 %
Over 10 years	3	33.333 %	\$410.58	\$1,910.58	16.744 %
15 thru 17 months	1	11.111 %	\$651.70	\$800.00	7.011 %
6 thru 8 months	1	11.111 %	\$526.96	\$600.00	5.258 %
TOTAL	9	100.0 %	\$7,123.34	\$11,410.58	100.0 %

SEX OF CLAIMANT

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
Male	8	88.889 %	\$2,474.58	\$6,410.58	56.181 %
Female	1	11.111 %	\$4,648.76	\$5,000.00	43.819 %
TOTAL	9	100.0 %	\$7,123.34	\$11,410.58	100.0 %

PART OF BODY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
42 Lower Back Area	1	50 %	\$1,057.70	\$1,057.70	69.589 %
52 Upper Leg	1	50 %	\$462.23	\$462.23	30.411 %
TOTAL	2	100.0 %	\$1,519.93	\$1,519.93	100.0 %

AGENCY OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
30 Slipped, Did not Fall	1	50 %	\$1,057.70	\$1,057.70	69.589 %
74 Fellow Worker; Patient	1	50 %	\$462.23	\$462.23	30.411 %
TOTAL	2	100.0 %	\$1,519.93	\$1,519.93	100.0 %

TIME OF INJURY

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
08:00 AM - 09:59 AM	1	50 %	\$1,057.70	\$1,057.70	69.589 %
12:00 PM - 01:59 PM	1	50 %	\$462.23	\$462.23	30.411 %
TOTAL	2	100.0 %	\$1,519.93	\$1,519.93	100.0 %

AGE OF CLAIMANT

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
26 thru 30 years	1	50 %	\$1,057.70	\$1,057.70	69.589 %
41 thru 45 years	1	50 %	\$462.23	\$462.23	30.411 %
TOTAL	2	100.0 %	\$1,519.93	\$1,519.93	100.0 %

Location 7000 Police
Department 7004 Police Technical Services

TYPE OF INJURY

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
6 Medical Only	1	100 %	\$3,264.34	\$3,264.34	100 %
TOTAL	1	100.0 %	\$3,264.34	\$3,264.34	100.0 %

NATURE OF INJURY

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
49 Sprain	1	100 %	\$3,264.34	\$3,264.34	100 %
TOTAL	1	100.0 %	\$3,264.34	\$3,264.34	100.0 %

TIME OF INJURY

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
04:00 PM - 05:59 PM	1	100 %	\$3,264.34	\$3,264.34	100 %
TOTAL	1	100.0 %	\$3,264.34	\$3,264.34	100.0 %

AGE OF CLAIMANT

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
41 thru 45 years	1	100 %	\$3,264.34	\$3,264.34	100 %
TOTAL	1	100.0 %	\$3,264.34	\$3,264.34	100.0 %

Location 7000 Police
Department 7006 Animal Welfare

TYPE OF INJURY

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
6 Medical Only	1	100 %	\$0.00	\$1,200.00	100 %

LENGTH OF SERVICE

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
5 - 9 years	2	100 %	\$1,519.93	\$1,519.93	100 %
TOTAL	2	100.0 %	\$1,519.93	\$1,519.93	100.0 %

SEX OF CLAIMANT

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
Male	2	100 %	\$1,519.93	\$1,519.93	100 %
TOTAL	2	100.0 %	\$1,519.93	\$1,519.93	100.0 %

PART OF BODY

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
53 Knee	1	100 %	\$3,264.34	\$3,264.34	100 %
TOTAL	1	100.0 %	\$3,264.34	\$3,264.34	100.0 %

AGENCY OF INJURY

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
53 Twisting	1	100 %	\$3,264.34	\$3,264.34	100 %
TOTAL	1	100.0 %	\$3,264.34	\$3,264.34	100.0 %

LENGTH OF SERVICE

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
0 thru 2 months	1	100 %	\$3,264.34	\$3,264.34	100 %
TOTAL	1	100.0 %	\$3,264.34	\$3,264.34	100.0 %

SEX OF CLAIMANT

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
Female	1	100 %	\$3,264.34	\$3,264.34	100 %
TOTAL	1	100.0 %	\$3,264.34	\$3,264.34	100.0 %

PART OF BODY

DESCRIPTION	CLAIMS NO.	%	TOTAL PAID TO DATE	EXPECTED COSTS TOTAL	%
35 Hand	1	100 %	\$0.00	\$1,200.00	100 %

TOTAL	1	100.0 %	\$0.00	\$1,200.00	100.0 %
-------	---	---------	--------	------------	---------

NATURE OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID		EXPECTED COSTS	
	NO.	%	TO DATE	TOTAL	%	%
40 Laceration	1	100 %	\$0.00	\$1,200.00	100 %	
TOTAL	1	100.0 %	\$0.00	\$1,200.00	100.0 %	

TIME OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID		EXPECTED COSTS	
	NO.	%	TO DATE	TOTAL	%	%
10:00 AM - 11:59 AM	1	100 %	\$0.00	\$1,200.00	100 %	
TOTAL	1	100.0 %	\$0.00	\$1,200.00	100.0 %	

AGE OF CLAIMANT

DESCRIPTION	CLAIMS		TOTAL PAID		EXPECTED COSTS	
	NO.	%	TO DATE	TOTAL	%	%
21 thru 25 years	1	100 %	\$0.00	\$1,200.00	100 %	
TOTAL	1	100.0 %	\$0.00	\$1,200.00	100.0 %	

Location 7500 Fire
Department 7501 Fire Operations

TYPE OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID		EXPECTED COSTS	
	NO.	%	TO DATE	TOTAL	%	%
5 Temporary Injury	1	6.667 %	\$6,688.50	\$43,562.68	63.376 %	
6 Medical Only	14	93.333 %	\$15,495.74	\$25,174.33	36.624 %	
TOTAL	15	100.0 %	\$22,184.24	\$68,737.01	100.0 %	

NATURE OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID		EXPECTED COSTS	
	NO.	%	TO DATE	TOTAL	%	%
52 Strain	2	13.333 %	\$7,591.16	\$46,662.68	67.886 %	
90 Multiple Physical Injuries Only	1	6.667 %	\$8,334.91	\$8,500.00	12.366 %	
49 Sprain	5	33.333 %	\$4,686.98	\$6,148.27	8.945 %	
81 Myocardial Infarction	2	13.333 %	\$247.14	\$3,000.00	4.364 %	
63 All Other Specific Injuries NOC	2	13.333 %	\$813.84	\$1,726.06	2.511 %	
63 Syncope	1	6.667 %	\$247.14	\$1,500.00	2.182 %	
96 Dislocation	1	6.667 %	\$0.00	\$600.00	0.873 %	
40 Laceration	1	6.667 %	\$263.07	\$600.00	0.873 %	
TOTAL	15	100.0 %	\$22,184.24	\$68,737.01	100.0 %	

TOTAL	1	100.0 %	\$0.00	\$1,200.00	100.0 %
-------	---	---------	--------	------------	---------

AGENCY OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID		EXPECTED COSTS	
	NO.	%	TO DATE	TOTAL	%	%
85 Animal or Insect	1	100 %	\$0.00	\$1,200.00	100 %	
TOTAL	1	100.0 %	\$0.00	\$1,200.00	100.0 %	

LENGTH OF SERVICE

DESCRIPTION	CLAIMS		TOTAL PAID		EXPECTED COSTS	
	NO.	%	TO DATE	TOTAL	%	%
0 thru 2 months	1	100 %	\$0.00	\$1,200.00	100 %	
TOTAL	1	100.0 %	\$0.00	\$1,200.00	100.0 %	

SEX OF CLAIMANT

DESCRIPTION	CLAIMS		TOTAL PAID		EXPECTED COSTS	
	NO.	%	TO DATE	TOTAL	%	%
Female	1	100 %	\$0.00	\$1,200.00	100 %	
TOTAL	1	100.0 %	\$0.00	\$1,200.00	100.0 %	

PART OF BODY

DESCRIPTION	CLAIMS		TOTAL PAID		EXPECTED COSTS	
	NO.	%	TO DATE	TOTAL	%	%
90 Multiple Body Parts (Including Body Systems & Body Parts)	4	26.667 %	\$7,699.89	\$46,186.29	67.193 %	
38 Shoulders	2	13.333 %	\$10,973.62	\$12,000.00	17.458 %	
56 Foot	1	6.667 %	\$902.66	\$3,100.00	4.51 %	
42 Lower Back Area	4	26.667 %	\$1,850.72	\$3,050.72	4.438 %	
99 Whole Body	1	6.667 %	\$247.14	\$1,500.00	2.182 %	
49 Heart	1	6.667 %	\$247.14	\$1,500.00	2.182 %	
34 Wrist	1	6.667 %	\$0.00	\$800.00	1.164 %	
32 Elbow	1	6.667 %	\$263.07	\$600.00	0.873 %	
TOTAL	15	100.0 %	\$22,184.24	\$68,737.01	100.0 %	

AGENCY OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID		EXPECTED COSTS	
	NO.	%	TO DATE	TOTAL	%	%
33 On Stairs	1	6.667 %	\$6,688.50	\$43,562.68	63.376 %	
29 On Same Level	2	13.333 %	\$8,597.98	\$9,100.00	13.239 %	
57 Pushing or Pulling	2	13.333 %	\$2,885.85	\$5,000.00	7.274 %	
60 Strain or Injury by, NOC	4	26.667 %	\$2,089.64	\$4,886.98	7.11 %	
99 Other-Miscellaneous, NOC	2	13.333 %	\$247.14	\$3,000.00	4.364 %	
74 Fellow Worker; Patient	2	13.333 %	\$813.84	\$1,726.06	2.511 %	
32 On Ice or Snow	1	6.667 %	\$861.29	\$861.29	1.253 %	
25 From Different Level (Elevation)	1	6.667 %	\$0.00	\$600.00	0.873 %	
TOTAL	15	100.0 %	\$22,184.24	\$68,737.01	100.0 %	

TIME OF INJURY

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
10:00 AM - 11:59 AM	1	6.667 %	\$6,688.50	\$43,562.68	63.376 %
12:00 PM - 01:59 PM	2	13.333 %	\$10,973.62	\$12,000.00	17.458 %
06:00 AM - 07:59 AM	3	20 %	\$1,100.21	\$4,797.55	6.98 %
12:00 AM - 01:59 AM	3	20 %	\$1,355.57	\$3,861.29	5.617 %
08:00 PM - 09:59 PM	2	13.333 %	\$813.84	\$1,726.06	2.511 %
04:00 AM - 05:59 AM	2	13.333 %	\$263.07	\$1,200.00	1.746 %
04:00 PM - 05:59 PM	1	6.667 %	\$989.43	\$989.43	1.439 %
02:00 PM - 03:59 PM	1	6.667 %	\$0.00	\$600.00	0.873 %
TOTAL	15	100.0 %	\$22,184.24	\$68,737.01	100.0 %

LENGTH OF SERVICE

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
Over 10 years	6	40 %	\$10,477.01	\$53,762.68	78.215 %
5 - 9 years	4	26.667 %	\$10,185.63	\$11,150.72	16.222 %
9 thru 11 months	2	13.333 %	\$1,060.98	\$2,426.06	3.529 %
2 - 4 years	2	13.333 %	\$460.62	\$797.55	1.16 %
21 thru 23 months	1	6.667 %	\$0.00	\$600.00	0.873 %
TOTAL	15	100.0 %	\$22,184.24	\$68,737.01	100.0 %

AGE OF CLAIMANT

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
51 thru 55 years	3	20 %	\$7,591.16	\$47,262.68	68.759 %
31 thru 35 years	5	33.333 %	\$10,185.63	\$11,750.72	17.095 %
46 thru 50 years	1	6.667 %	\$2,638.71	\$3,500.00	5.092 %
21 thru 25 years	2	13.333 %	\$510.21	\$2,100.00	3.055 %
36 thru 40 years	1	6.667 %	\$0.00	\$1,500.00	2.182 %
41 thru 45 years	1	6.667 %	\$247.14	\$1,500.00	2.182 %
Under 21 years of age	1	6.667 %	\$813.84	\$926.06	1.347 %
26 thru 30 years	1	6.667 %	\$197.55	\$197.55	0.287 %
TOTAL	15	100.0 %	\$22,184.24	\$68,737.01	100.0 %

SEX OF CLAIMANT

DESCRIPTION	CLAIMS		TOTAL PAID TO DATE	EXPECTED COSTS	
	NO.	%		TOTAL	%
Male	15	100 %	\$22,184.24	\$68,737.01	100 %
TOTAL	15	100.0 %	\$22,184.24	\$68,737.01	100.0 %

Medicare Reporting
Claims To Review
Company: 37061 City of Lawton

Date: 05/25/23
Time: 16:05:19

Company Number	Policy Period	Claim Number	Claimant Name
37061	2012	7	Flanagan Mark
37061	2013	128	Breaden Daniel
37061	2019	7	Rountree Itaska
37061	2021	63	Chelenza John
37061	2022	17	Chelenza John
37061	2022	74	McClure Robert
37061	2022	101	Hancock James
37061	2022	108	Ortega Ramon

Medicare Reporting
Ready To Report
Company: 37061 City of Lawton

Date: 05/25/23
Time: 16:05:33

Company Number	Policy Period	Claim Number	Claimant Name
37061	2004	41	Shubert Samuel
37061	2006	133	Walker Ronnie
37061	2012	44	Hill Danny

Date 05/01/23
Time 07:43:40

United Safety & Claims, Inc.
Claim report valued at 04/30/2023
Company: 37061 City of Lawton

LOCATION: 2 City Clerk DEPARTMENT: 2 City Clerk

POLICY YEAR	POLICY MONTH	TOTAL CLAIMS	MEDICAL OPEN	MEDICAL CLOSED	INDEMNITY OPEN	INDEMNITY CLOSED	DAYS LOST	POLICY YEAR SUMMARY					CLAIM VALUE	PY ST
								MEDICAL	--- PAYMENTS - CURRENT/TOTAL --- COMP ALLOCATED	TOTAL	MEDICAL	--- RESERVES - CURRENT/TOTAL --- COMP ALLOCATED	TOTAL	
01/01/2011	12/31/2011	1	0	0	0	1	0	\$18,544.86	\$0.00 \$1,316.62	\$19,861.48	\$0.00	\$0.00	\$0.00	\$19,861.48 C
REPORT MONTH TOTAL		1	0	0	0	1	0	\$18,544.86	\$0.00 \$1,316.62	\$19,861.48	\$0.00	\$0.00	\$0.00	\$19,861.48
								SPECIFIC REINSURANCE REIMBURSABLE	\$0.00	\$0.00	(E) ESTIMATED SPECIFIC EXCESS COVERAGE			\$0.00
								SPECIFIC REINSURANCE REIMBURSEMENTS	\$0.00	\$0.00	NET CLAIM VALUE			\$19,861.48
								SPECIFIC REIMBURSABLE BALANCE	\$0.00	\$0.00				

The reserve values in this report are based on the most current information in the file and our knowledge. There are no allowances for claim development of IBNR.

Date 05/01/23
Time 07:43:40

United Safety & Claims, Inc.
Claim report valued at 04/30/2023
Company: 37061 City of Lawton

LOCATION: 2 City Clerk

POLICY YEAR SUMMARY

POLICY YEAR	TOTAL CLAIMS	MEDICAL		INDEMNITY		DAYS LOST	MEDICAL		PAYMENTS - CURRENT/TOTAL ---		MEDICAL		RESERVES - CURRENT/TOTAL ---		CLAIM VALUE	PY ST		
		OPEN	CLOSED	OPEN	CLOSED		MEDICAL	COMP	ALLOCATED	TOTAL	MEDICAL	COMP	ALLOCATED	TOTAL				
01/01/2011 12/31/2011	1	0	0	0	1	0	\$18,544.86	\$0.00	\$1,316.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,861.48	C		
REPORT MONTH TOTAL	1	0	0	0	1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
							\$18,544.86	\$0.00	\$1,316.62	\$19,861.48	\$0.00	\$0.00	\$0.00	\$19,861.48	\$0.00	\$0.00	\$0.00	\$19,861.48
							(E) ESTIMATED SPECIFIC EXCESS COVERAGE											\$0.00
SPECIFIC REINSURANCE REIMBURSABLE											\$0.00	NET CLAIM VALUE		\$19,861.48				
SPECIFIC REINSURANCE REIMBURSEMENTS											\$0.00							
SPECIFIC REIMBURSABLE BALANCE											\$0.00							

The reserve values in this report are based on the most current information in the file and our knowledge. There are no allowances for claim development of IBNR.

Date 05/01/23
Time 07:43:40

United Safety & Claims, Inc.
Claim report valued at 04/30/2023
Company: 37061 City of Lawton

LOCATION: 3 Administrative		DEPARTMENT: 4 Human Resources/Personnel										POLICY YEAR SUMMARY						
POLICY YEAR	TOTAL CLAIMS	MEDICAL OPEN	MEDICAL CLOSED	INDEMNITY OPEN	INDEMNITY CLOSED	DAYS LOST	MEDICAL	COMP	PAYMENTS - CURRENT/TOTAL	ALLOCATED	TOTAL	MEDICAL	COMP	RESERVES - CURRENT/TOTAL	ALLOCATED	TOTAL	CLAIM VALUE	PY ST
01/01/2011 12/31/2011	1	0	0	0	1	0	\$329.30	\$0.00	\$5,370.24	\$0.00	\$5,699.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,699.54	C
01/01/2015 12/31/2015	1	0	1	0	0	0	\$194.79	\$0.00	\$0.00	\$0.00	\$194.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$194.79	C
01/01/2017 12/31/2017	1	0	1	0	0	0	\$256.60	\$0.00	\$0.00	\$0.00	\$256.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$256.60	C
REPORT MONTH	3	0	2	0	1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL							\$780.69	\$0.00	\$5,370.24	\$0.00	\$6,150.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,150.93	
																	\$0.00	
																	\$0.00	
																	\$6,150.93	

The reserve values in this report are based on the most current information in the file and our knowledge. There are no allowances for claim development of IBNR.

Date 05/01/23
Time 07:43:40

United Safety & Claims, Inc.
Claim report valued at 04/30/2023
Company: 37061 City of Lawton

LOCATION: 3 Administrative DEPARTMENT: 51 Library

POLICY YEAR SUMMARY

POLICY YEAR	TOTAL CLAIMS	MEDICAL OPEN	CLOSED	INDEMNITY OPEN	CLOSED	DAYS LOST	MEDICAL	--- PAYMENTS - CURRENT/TOTAL --- COMP ALLOCATED	TOTAL	MEDICAL	--- RESERVES - CURRENT/TOTAL --- COMP ALLOCATED	TOTAL	CLAIM VALUE	PY ST
01/01/2009 12/31/2009	1	0	0	0	1	5	\$8,393.65	\$6,642.72	\$800.94	\$15,837.31	\$0.00	\$0.00	\$15,837.31	C
01/01/2011 12/31/2011	2	0	2	0	0	0	\$997.15	\$0.00	\$0.00	\$997.15	\$0.00	\$0.00	\$997.15	C
01/01/2017 12/31/2017	1	0	1	0	0	0	\$1,026.91	\$0.00	\$0.00	\$1,026.91	\$0.00	\$0.00	\$1,026.91	C
01/01/2018 12/31/2018	1	0	1	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	SC
REPORT MONTH TOTAL	5	0	4	0	1	5	\$10,417.71	\$6,642.72	\$800.94	\$17,861.37	\$0.00	\$0.00	\$17,861.37	
(S) SUBROGATION RECOVERED														
SPECIFIC REINSURANCE REIMBURSABLE														
SPECIFIC REINSURANCE REIMBURSEMENTS														
SPECIFIC REIMBURSABLE BALANCE														
(E) ESTIMATED SPECIFIC EXCESS COVERAGE														
NET CLAIM VALUE														
\$283.69														

The reserve values in this report are based on the most current information in the file and our knowledge. There are no allowances for claim development of IBNR.

Date 05/01/23
Time 07:43:40

United Safety & Claims, Inc.
Claim report valued at 04/30/2023
Company: 37061 City of Lawton

LOCATION: 3 Administrative DEPARTMENT: 7 Auditing

POLICY YEAR SUMMARY

POLICY YEAR	TOTAL CLAIMS	INDEMNITY OPEN	CLOSED	DAYS LOST	MEDICAL	--- PAYMENTS - CURRENT/TOTAL --- COMP ALLOCATED	TOTAL	MEDICAL	--- RESERVES - CURRENT/TOTAL --- COMP ALLOCATED	TOTAL	CLAIM VALUE	PY ST
01/01/2009 12/31/2009	1	0	1	0	0	\$0.00	\$431.21	\$0.00	\$0.00	\$0.00	\$431.21	C
01/01/2014 12/31/2014	1	0	1	0	0	\$0.00	\$327.18	\$0.00	\$0.00	\$0.00	\$327.18	C
01/01/2017 12/31/2017	1	0	1	0	0	\$0.00	\$475.86	\$0.00	\$0.00	\$0.00	\$475.86	C
REPORT MONTH TOTAL	3	0	3	0	0	\$0.00	\$1,234.25	\$0.00	\$0.00	\$0.00	\$1,234.25	
(E) ESTIMATED SPECIFIC EXCESS COVERAGE											\$0.00	
SPECIFIC REINSURANCE REIMBURSABLE											\$0.00	
SPECIFIC REINSURANCE REIMBURSEMENTS											\$0.00	
SPECIFIC REIMBURSABLE BALANCE											\$0.00	
NET CLAIM VALUE											\$1,234.25	

The reserve values in this report are based on the most current information in the file and our knowledge. There are no allowances for claim development of IBNR.

Date 05/01/23
Time 07:43:40

United Safety & Claims, Inc.
Claim report valued at 04/30/2023
Company: 37061 City of Lawton

POLICY YEAR SUMMARY

POLICY YEAR	TOTAL CLAIMS	MEDICAL OPEN	CLOSED	INDEMNITY OPEN	CLOSED	DAYS LOST	MEDICAL	--- PAYMENTS - CURRENT/TOTAL --- COMP ALLOCATED	TOTAL	MEDICAL	--- RESERVES - CURRENT/TOTAL --- COMP ALLOCATED	TOTAL	CLAIM VALUE	PY ST
01/01/2002 12/31/2002	155	0	122	0	33	47	\$464,541.85	\$128,870.25	\$71,558.98	\$664,971.08	\$0.00	\$0.00	\$664,971.08	SC
01/01/2003 12/31/2003	120	0	99	0	21	139	\$499,029.19	\$100,989.98	\$34,014.66	\$634,033.83	\$0.00	\$0.00	\$634,033.83	SC
01/01/2004 12/31/2004	130	0	96	1	33	640	\$717,261.25	\$169,131.25	\$111,919.82	\$998,312.32	\$35,884.95	\$442.58	\$1,034,639.85	SO
01/01/2005 12/31/2005	120	0	94	0	26	140	\$506,591.86	\$226,821.21	\$90,890.32	\$824,303.39	\$0.00	\$0.00	\$824,303.39	SC
01/01/2006 12/31/2006	138	0	101	2	35	0	\$668,800.32	\$265,814.47	\$90,243.46	\$1,024,858.25	\$28,943.56	\$94.50	\$1,053,896.31	SO
01/01/2007 12/31/2007	148	0	119	0	29	538	\$665,676.38	\$309,161.88	\$62,782.20	\$1,037,620.46	\$0.00	\$0.00	\$1,037,620.46	SC
01/01/2008 12/31/2008	137	0	102	1	34	2795	\$1,447,264.27	\$1,061,477.23	\$139,126.40	\$2,647,867.90	\$0.00	\$0.00	\$2,647,867.90	SO
01/01/2009 12/31/2009	159	0	111	0	48	3699	\$1,322,414.14	\$919,831.40	\$117,717.77	\$2,059,963.31	\$0.00	\$0.00	\$2,059,963.31	SC
01/01/2010 12/31/2010	158	0	122	0	36	3906	\$1,483,592.04	\$425,983.20	\$148,094.21	\$2,057,669.45	\$0.00	\$0.00	\$2,057,669.45	SC
01/01/2011 12/31/2011	125	0	109	0	16	761	\$497,709.88	\$94,172.07	\$61,025.72	\$652,907.67	\$0.00	\$0.00	\$652,907.67	SC
01/01/2012 12/31/2012	142	0	103	2	37	1671	\$1,147,833.81	\$191,362.01	\$150,437.38	\$1,489,633.20	\$25,723.71	\$0.00	\$1,517,843.76	O
01/01/2013 12/31/2013	126	0	85	1	40	1148	\$1,094,122.87	\$122,473.20	\$146,564.98	\$1,363,167.06	\$0.00	\$0.00	\$1,363,167.06	SO
01/01/2014 12/31/2014	127	0	103	1	23	244	\$692,257.20	\$20,741.92	\$61,577.41	\$774,576.53	\$885.25	\$0.00	\$782,961.78	SO
01/01/2015 12/31/2015	99	0	82	0	17	453	\$334,386.97	\$42,871.65	\$44,422.90	\$421,681.52	\$0.00	\$0.00	\$421,681.52	SC
01/01/2016 12/31/2016	99	0	64	0	35	110	\$257,498.27	\$10,891.80	\$35,903.29	\$304,293.36	\$0.00	\$0.00	\$304,293.36	SC
01/01/2017 12/31/2017	98	0	63	1	34	1531	\$1,365,878.12	\$163,596.61	\$48,414.45	\$1,577,889.18	\$19,157.86	\$152,583.68	\$1,753,301.76	SO
01/01/2018 12/31/2018	101	0	70	3	28	1405	\$798,124.84	\$111,522.39	\$49,241.57	\$958,888.80	\$59,766.23	\$9,862.16	\$1,036,338.99	SO
01/01/2019 12/31/2019	106	0	64	3	39	2090	\$766,843.66	\$124,700.67	\$51,969.51	\$943,513.84	\$3,236.31	\$5,340.72	\$954,444.27	O
01/01/2020 12/31/2020	99	0	62	4	33	525	\$627,447.63	\$83,629.44	\$40,709.77	\$751,786.84	\$3,769.08	\$16,283.56	\$776,060.96	SO
01/01/2021 12/31/2021	87	0	60	5	22	195	\$394,680.84	\$23,635.29	\$17,655.95	\$435,973.08	\$112,278.45	\$16,252.38	\$578,427.11	SO
01/01/2022 12/31/2022	112	22	44	30	16	528	\$46,762.18	\$6,571.39	\$973.07	\$54,306.64	\$36,303.07	\$34,314.49	\$77,117.56	O
01/01/2023 12/31/2023	30	18	0	11	1	0	\$349,135.25	\$80,177.69	\$3,133.91	\$432,446.85	\$167,933.38	\$107,679.06	\$730,453.50	O
REPORT MONTH TOTAL	2616	40	1875	65	636	22565	\$71,350.18	\$9,614.39	\$3,178.39	\$84,142.96	\$68,953.69	\$34,314.49	\$23,130,457.86	O
											(E) ESTIMATED SPECIFIC EXCESS COVERAGE			\$0.00
											NET CLAIM VALUE			\$23,130,457.86

The reserve values in this report are based on the most current information in the file and our knowledge. There are no allowances for claim development of IBNR.

Company: 37061 City of Lawton
Report period 05/01/2023 - 05/25/2023
As of Date 05/25/2023 11:59:00 PM

POLICY YEAR	CLAIM NO	CLAIMANT NAME	INJURY DESC	ENTRY DATE	INJURY DATE	CLOSED DATE	REOPENED	LITIGATED	COURT #	--- REMAINING RESERVES --- MEDICAL COMP ALLOC	--- PAYMENTS TO DATE --- MEDICAL COMP ALLOC	--- TOTAL INCURRED --- MEDICAL COMP ALLOC	CLAIM STATUS
2021	91	Carr James 1 Claims listed for policy period 2021	Sprain Left Wrist	05/25/2023	08/16/2021					\$600.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$600.00 \$0.00 \$0.00	O
TOTAL:											\$0.00 \$0.00 \$0.00	\$600.00 \$0.00 \$0.00	O
2023	34	Hall Joshua	Blood Pressure elevated above rehab standards	05/10/2023	05/05/2023					\$1,252.86 \$0.00 \$0.00	\$247.14 \$0.00 \$0.00	\$1,500.00 \$0.00 \$0.00	O
2023	37	Hardzog Kevin	Sprain Lower Back	05/15/2023	05/11/2023					\$600.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$600.00 \$0.00 \$0.00	O
2023	32	Hudson Christopher	Right Ankle Sprain	05/05/2023	04/19/2023					\$612.68 \$0.00 \$0.00	\$387.32 \$0.00 \$0.00	\$1,000.00 \$0.00 \$0.00	O
2023	31	Jacobi Travis	Hypertension; Chest/Head	05/02/2023	04/30/2023					\$1,500.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$1,500.00 \$0.00 \$0.00	O
2023	36	King Thomas	Contusion - Left Hand Middle Finger	05/12/2023	05/11/2023					\$600.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$600.00 \$0.00 \$0.00	O
2023	39	Marple Jaime	Possible Pinched Nerve Lower Back	05/25/2023	05/23/2023					\$600.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$600.00 \$0.00 \$0.00	O
2023	33	Puetz Christopher	Cut on thumb and Sprained thumb/Wrist	05/10/2023	04/30/2023					\$1,500.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$1,500.00 \$0.00 \$0.00	O
2023	38	Smith Kenie	Cat Scratch Right Hand	05/16/2023	05/09/2023					\$1,500.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$1,500.00 \$0.00 \$0.00	O
2023	35	Whittington Robert	Puncture (Screw) / Right Foot	05/10/2023	05/05/2023					\$9,365.54 \$0.00 \$0.00	\$634.46 \$0.00 \$0.00	\$10,000.00 \$0.00 \$0.00	O
TOTAL:											\$0.00 \$0.00 \$0.00	\$10,600.00 \$0.00 \$0.00	

10 Claims listed

[illegible]

[illegible]

[illegible]

Case #	Employee's name	Job title	Date of injury or onset of illness	Where the event occurred	Injury or illness description	Classify the case			Number of Days Injured or Ill worker was	Types of Illness or Injury:																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
						Days away from work	Job transfer or restriction	Remained at Work		1 = Injury	2 = Skin Disorder	3 = Respiratory Condition	4 = Poisoning	5 = Hearing loss	6 = All other illnesses																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
																Other recordable cases	transfer or restriction	1	2	3	4	5	6																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
32	Christopher Hudson	Police Officer	04/19/2023	Police Uniform	Right Ankle Sprain. Employee rolled is ankle while stepping off a curb																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			

Actual Paid Losses
37061 - City of Lawton
Report period: 01/01/2023 - 03/31/2023
As of Date 03/31/2023 11:59:00 PM

Medical Payments

Check Date	Check Number	Claim Number	Policy Number	Policy Period	Payee Name	Check Amount	PID Code
01/03/2023	60679	29	2018	2018	Duncan Behavioral Health	\$140.00	101
01/03/2023	60680	78	2018	2018	Cerebri Monitoring	\$1,509.31	110
01/03/2023	60681	78	2018	2018	PPO Solutions	\$37.70	118
01/03/2023	60682	7	2019	2019	Integris Medical Group	\$138.08	101
01/03/2023	60683	44	2022	2022	Comanche County Memorial Hospital	\$351.77	102
01/03/2023	60684	44	2022	2022	Truepartners Comanche Emergency c/o Kemberton	\$99.60	101
01/03/2023	60685	60	2022	2022	McBride Orthopedic Hospital	\$124.28	101
01/03/2023	60686	60	2022	2022	PPO Solutions	\$61.19	118
01/03/2023	60687	63	2022	2022	PPO Solutions	\$18.41	118
01/03/2023	60688	77	2022	2022	PPO Solutions	\$21.47	118
01/03/2023	60689	82	2022	2022	PPO Solutions	\$41.82	118
01/03/2023	60690	88	2022	2022	Southwestern Medical Center LLC	\$191.13	102
01/03/2023	60691	88	2022	2022	PPO Solutions	\$22.09	118
01/03/2023	60692	95	2022	2022	PPO Solutions	\$24.95	118
01/03/2023	60693	96	2022	2022	HealthLift Pharmacy Services LLC	\$60.59	105
01/03/2023	60694	101	2022	2022	PPO Solutions	\$28.72	118
01/03/2023	60695	103	2022	2022	PPO Solutions	\$22.68	118
01/04/2023	60696	63	2022	2022	Blue Rock Health and Wellness, LLC	\$138.87	104
01/04/2023	60697	109	2022	2022	COMANCHE COUNTY MEMORIAL HOSPITAL	\$29.00	117
01/06/2023	60698	95	2022	2022	Anthony La Sorsa Physical Therapy PC	\$251.95	104
01/06/2023	60699	78	2018	2018	Neuroscience Specialists PC	\$3,470.06	106
01/06/2023	60700	60	2022	2022	PTMS 3.0 LLC	\$114.59	104
01/06/2023	60701	74	2022	2022	COMANCHE COUNTY MEMORIAL HOSPITAL	\$20.10	117
01/06/2023	60702	100	2022	2022	SOUTHWEST RADIOLOGY	\$19.11	110
01/09/2023	60703	41	2004	2004	Stone River Pharmacy Solutions	\$88.18	105
01/09/2023	60704	41	2004	2004	Kim A Bouvette, MD	\$107.16	101
01/09/2023	60705	7	2012	2022	HealthLift Pharmacy Services LLC	\$775.36	105
01/09/2023	60711	60	2022	2022	Matthew Johnson	\$107.68	116
01/09/2023	60712	63	2022	2022	Blue Rock Health and Wellness, LLC	\$416.61	104
01/09/2023	60713	63	2022	2022	Blue Rock Health and Wellness, LLC	\$416.61	104
01/09/2023	60714	74	2022	2022	Eagle Partners PLLC	\$138.26	110
01/09/2023	60715	95	2022	2022	Anthony La Sorsa Physical Therapy PC	\$141.72	104
01/09/2023	60718	78	2018	2018	PPO Solutions	\$2,439.02	118
01/09/2023	60719	79	2021	2021	Valir Outpatient Clinics Management and Development LLC	\$99.60	104
01/09/2023	60720	44	2022	2022	PPO Solutions	\$155.42	118
01/09/2023	60721	60	2022	2022	PPO Solutions	\$58.16	118
01/09/2023	60722	88	2022	2022	PPO Solutions	\$72.43	118
01/09/2023	60723	107	2022	2022	LAWTON MEDI-EQUIP	\$85.47	106

01/09/2023	60724	108	2022	LAWTON MEDI-EQUIP	\$85.47	106
01/11/2023	60725	79	2021	McBride Orthopedic Hospital	\$2,047.97	102
01/11/2023	60726	78	2018	HealthLift Pharmacy Services LLC	\$75.64	105
01/11/2023	60727	78	2018	Lawton Community Health Center	\$525.59	101
01/11/2023	60728	69	2022	McBride Orthopedic Hospital	\$731.71	102
01/12/2023	60729	77	2022	Center For Occupational Health	\$228.88	101
01/12/2023	60730	7	2012	HealthLift Pharmacy Services LLC	\$33.45	105
01/12/2023	60731	81	2014	THOMPSON PHARMACY	\$68.67	105
01/12/2023	60732	78	2018	HealthLift Pharmacy Services LLC	\$17.42	105
01/12/2023	60733	63	2022	Blue Rock Health and Wellness, LLC	\$138.87	104
01/12/2023	60734	67	2022	Radiology Consultants PC	\$139.84	110
01/12/2023	60735	96	2022	Center For Occupational Health	\$124.25	101
01/12/2023	60736	96	2022	HealthLift Pharmacy Services LLC	\$109.61	105
01/12/2023	60737	101	2022	Healogics Specialty Physicians	\$480.17	101
01/12/2023	60738	101	2022	Healogics Specialty Physicians	\$409.59	101
01/12/2023	60739	104	2022	Center For Occupational Health	\$228.88	101
01/12/2023	60740	107	2022	Center For Occupational Health	\$228.88	101
01/12/2023	60741	108	2022	Center For Occupational Health	\$228.88	101
01/13/2023	60742	63	2022	McBride Orthopedic Hospital	\$754.75	102
01/16/2023	60745	78	2018	Bryan Foster	\$205.01	116
01/16/2023	60746	79	2021	Cynthia Williams	\$87.64	116
01/16/2023	60749	63	2022	William Justus	\$93.40	116
01/16/2023	60750	85	2022	Mathew Selby	\$99.56	116
01/16/2023	60751	107	2022	Reece Maitlen	\$112.66	116
01/16/2023	60753	41	2004	PPO Solutions	\$26.25	118
01/16/2023	60754	79	2021	PPO Solutions	\$413.12	118
01/16/2023	60755	63	2022	PPO Solutions	\$758.79	118
01/16/2023	60756	65	2022	Truepartners Comanche Emergency c/o Kemberton	\$109.56	101
01/16/2023	60757	67	2022	PPO Solutions	\$66.63	118
01/16/2023	60758	69	2022	PPO Solutions	\$567.41	118
01/16/2023	60759	74	2022	PPO Solutions	\$103.45	118
01/16/2023	60760	77	2022	PPO Solutions	\$18.26	118
01/16/2023	60761	101	2022	Argencis Medical Inc.	\$339.70	106
01/16/2023	60762	101	2022	PPO Solutions	\$83.56	118
01/16/2023	60763	104	2022	Steven Laminack	\$144.10	116
01/16/2023	60764	104	2022	PPO Solutions	\$18.26	118
01/16/2023	60765	107	2022	PPO Solutions	\$18.26	118
01/16/2023	60766	108	2022	PPO Solutions	\$18.26	118
01/17/2023	60767	60	2022	Physical Therapy Central	\$150.02	104
01/17/2023	60768	60	2022	Physical Therapy Central	\$154.17	104
01/17/2023	60769	61	2022	Comanche County Memorial Hospital	\$443.14	102
01/17/2023	60770	63	2022	Blue Rock Health and Wellness, LLC	\$138.87	104
01/17/2023	60771	65	2022	Comanche County Memorial Hospital	\$502.37	102
01/17/2023	60772	95	2022	Anthony La Sorsa Physical Therapy PC	\$141.72	104
01/17/2023	60773	2	2023	Center For Occupational Health	\$250.07	101
01/17/2023	60774	65	2022	Physical Therapy Central	\$146.63	104

01/17/2023	60775	96	2022	HealthLift Pharmacy Services LLC	\$32.73	105
01/18/2023	60776	81	2022	TruePartners Comanche Emergency Specialists PLLC	\$192.70	101
01/18/2023	60777	7	2012	HealthLift Pharmacy Services LLC	\$300.23	105
01/18/2023	60778	40	2022	HealthLift Pharmacy Services LLC	\$694.60	105
01/18/2023	60779	65	2022	SOUTHWEST RADIOLOGY	\$12.74	110
01/18/2023	60780	83	2022	SOUTHWEST RADIOLOGY	\$47.61	110
01/19/2023	60781	41	2004	Stone River Pharmacy Solutions	\$25.43	105
01/19/2023	60782	60	2022	OU Medical Center	\$289.14	102
01/19/2023	60783	63	2022	Jeremy Woodson, MD	\$124.28	101
01/19/2023	60784	65	2022	Mark C Shreve, MD	\$285.00	115
01/19/2023	60785	81	2022	SOUTHWEST RADIOLOGY	\$15.93	110
01/19/2023	60786	106	2022	Center For Occupational Health	\$306.42	101
01/20/2023	60787	78	2018	Neuroscience Specialists PC	\$69.70	110
01/23/2023	60790	7	2019	Itaska Rountree	\$200.57	116
01/23/2023	60793	63	2022	William Justus	\$319.92	116
01/23/2023	60794	96	2022	Antonio Hopson	\$128.77	116
01/23/2023	60796	78	2018	PPO Solutions	\$45.77	118
01/23/2023	60797	78	2018	Neurodiagnostics and Neuromonitoring Institute, Inc.	\$2,247.06	110
01/23/2023	60798	53	2022	Center For Occupational Health	\$124.25	101
01/23/2023	60799	60	2022	PPO Solutions	\$2,025.14	118
01/23/2023	60800	61	2022	PPO Solutions	\$57.93	118
01/23/2023	60801	63	2022	PPO Solutions	\$34.69	118
01/23/2023	60802	65	2022	PPO Solutions	\$211.32	118
01/23/2023	60803	81	2022	PPO Solutions	\$122.83	118
01/23/2023	60804	106	2022	PPO Solutions	\$26.65	118
01/23/2023	60805	2	2023	PPO Solutions	\$24.18	118
01/24/2023	60808	95	2022	Anthony La Sorsa Physical Therapy PC	\$283.44	104
01/26/2023	60809	51	2018	The Physicians Group LLC	\$285.00	101
01/26/2023	60810	53	2022	Comanche County Memorial Hospital	\$370.13	110
01/26/2023	60811	56	2022	Comanche County Memorial Hospital	\$260.23	110
01/26/2023	60812	60	2022	Lawton Heritage Pharmacy, Inc	\$135.82	105
01/26/2023	60813	60	2022	Physical Therapy Central	\$294.34	104
01/26/2023	60814	64	2022	Comanche County Healthcare Corporation	\$77.56	101
01/26/2023	60815	81	2022	Comanche County Memorial Hospital	\$592.40	102
01/26/2023	60816	85	2022	Center For Occupational Health	\$124.25	101
01/26/2023	60817	89	2022	Comanche County Memorial Hospital	\$1,190.15	102
01/26/2023	60818	93	2022	Eagle Partners PLLC	\$276.52	110
01/26/2023	60819	96	2022	Center For Occupational Health	\$201.78	101
01/26/2023	60820	101	2022	Center For Occupational Health	\$124.25	101
01/26/2023	60821	107	2022	DJ ORTHOPEDICS LLC	\$155.45	106
01/26/2023	60822	108	2022	Center For Occupational Health	\$124.25	101
01/26/2023	60823	1	2023	Center For Occupational Health	\$228.88	101
01/26/2023	60824	3	2023	Center For Occupational Health	\$124.25	101
01/27/2023	60825	48	2022	McBride Orthopedic Hospital	\$731.71	102
01/27/2023	60826	63	2022	Blue Rock Health and Wellness, LLC	\$291.74	104
01/27/2023	60827	39	2022	KEN'S PHARMACY	\$634.75	105

01/27/2023	60828	48	2022	SOUTHWEST RADIOLOGY	\$138.26	110
01/27/2023	60829	48	2022	Comanche County Memorial Hospital	\$370.13	110
01/27/2023	60830	101	2022	HealthLift Pharmacy Services LLC	\$262.57	105
01/30/2023	60831	81	2014	Timothy Poff	\$101.53	116
01/30/2023	60834	51	2018	PPO Solutions	\$65.70	107
01/30/2023	60835	78	2018	PPO Solutions	\$3,807.18	118
01/30/2023	60838	53	2022	PPO Solutions	\$268.50	118
01/30/2023	60839	56	2022	PPO Solutions	\$59.18	118
01/30/2023	60840	60	2022	PPO Solutions	\$62.22	118
01/30/2023	60841	67	2022	Brett Ford	\$113.45	116
01/30/2023	60843	63	2022	PPO Solutions	\$33.53	118
01/30/2023	60844	81	2022	PPO Solutions	\$83.11	118
01/30/2023	60845	89	2022	PPO Solutions	\$473.37	118
01/30/2023	60846	93	2022	PPO Solutions	\$114.95	118
01/30/2023	60847	1	2023	PPO Solutions	\$18.26	118
01/30/2023	60848	3	2023	PPO Solutions	\$18.81	118
01/31/2023	60849	81	2014	KTM Nursing Services	\$273.75	107
02/01/2023	60850	7	2012	Comanche County Hospital Authority	\$95.96	110
02/02/2023	60851	79	2021	McBride Orthopedic Hospital	\$227.54	102
02/03/2023	60852	81	2014	Gabriel M Pitman DO	\$274.60	101
02/03/2023	60853	79	2021	Worker Compensation Rx Solutions	\$460.08	105
02/03/2023	60854	40	2022	HealthLift Pharmacy Services LLC	\$204.85	105
02/03/2023	60855	56	2022	SOUTHWEST RADIOLOGY	\$30.26	110
02/03/2023	60856	63	2022	Blue Rock Health and Wellness, LLC	\$300.04	104
02/03/2023	60857	93	2022	The Physicians Group LLC	\$175.20	101
02/03/2023	60858	95	2022	HPI Physicians LLC	\$138.08	101
02/03/2023	60859	95	2022	Anthony La Sorsa Physical Therapy PC	\$70.86	101
02/03/2023	60860	95	2022	Anthony La Sorsa Physical Therapy PC	\$70.86	104
02/03/2023	60861	96	2022	McBride Orthopedic Hospital	\$309.82	101
02/03/2023	60862	104	2022	McBride Orthopedic Hospital	\$283.68	110
02/03/2023	60863	104	2022	Worker Compensation Rx Solutions	\$135.79	105
02/03/2023	60864	104	2022	Diagnostic Radiology Consultant PC	\$136.00	110
02/03/2023	60865	107	2022	Diagnostic Radiology Consultant PC	\$136.00	110
02/03/2023	60866	107	2022	McBride Orthopedic Hospital	\$279.37	101
02/06/2023	60869	79	2021	McBride Orthopedic Hospital	\$175.20	101
02/06/2023	60870	18	2022	McBride Orthopedic Hospital	\$290.24	104
02/06/2023	60873	60	2022	McBride Orthopedic Hospital	\$124.28	104
02/06/2023	60874	63	2022	McBride Orthopedic Hospital	\$150.02	104
02/06/2023	60875	104	2022	Blue Rock Health and Wellness, LLC	\$144.10	116
02/06/2023	60877	7	2012	Steven Laminack	\$39.77	118
02/06/2023	60878	81	2014	PPO Solutions	\$175.57	118
02/06/2023	60879	93	2022	PPO Solutions	\$21.64	118
02/06/2023	60880	96	2022	PPO Solutions	\$98.31	118
02/06/2023	60881	104	2022	PPO Solutions	\$125.16	118
02/06/2023	60882	107	2022	PPO Solutions	\$69.41	118
02/07/2023	60883	7	2012	MMG Heart & Vascular Center	\$313.69	101

02/07/2023	60884	85	2022	McBride Orthopedic Hospital	\$235.03	101
02/07/2023	60885	85	2022	Anthony La Sorsa Physical Therapy PC	\$321.43	104
02/07/2023	60886	96	2022	HealthLift Pharmacy Services LLC	\$135.80	105
02/07/2023	60887	104	2022	McBride Orthopedic Hospital	\$203.81	101
02/07/2023	60888	107	2022	McBride Orthopedic Hospital	\$283.68	110
02/07/2023	60889	5	2023	LAWTON MEDI-EQUIP	\$85.47	106
02/08/2023	60890	7	2012	HealthLift Pharmacy Services LLC	\$644.06	105
02/08/2023	60891	40	2022	HealthLift Pharmacy Services LLC	\$694.60	105
02/09/2023	60892	45	2021	ELECTROSTIM MED SERVICES INC	\$133.55	106
02/09/2023	60893	63	2022	Blue Rock Health and Wellness, LLC	\$437.61	104
02/10/2023	60895	41	2004	Millennium Health LLC	\$94.00	110
02/10/2023	60896	5	2020	McBride Orthopedic Hospital	\$64.80	110
02/10/2023	60897	18	2022	McBride Orthopedic Hospital	\$124.28	101
02/10/2023	60898	30	2022	Center For Occupational Health	\$178.83	101
02/10/2023	60899	76	2022	Center For Occupational Health	\$153.68	101
02/10/2023	60900	92	2022	Center For Occupational Health	\$124.25	101
02/10/2023	60901	93	2022	The Physicians Group LLC	\$175.20	101
02/10/2023	60902	2	2023	Center For Occupational Health	\$248.49	101
02/10/2023	60903	3	2023	Center For Occupational Health	\$124.25	101
02/10/2023	60904	4	2023	Center For Occupational Health	\$374.31	101
02/10/2023	60905	110	2022	Center For Occupational Health	\$228.88	101
02/10/2023	60906	5	2023	Worker Compensation Rx Solutions	\$82.49	105
02/13/2023	60909	18	2022	Kevin Stainbrook	\$205.93	116
02/13/2023	60912	63	2022	William Justus	\$10.35	116
02/13/2023	60914	41	2004	PPO Solutions	\$138.40	118
02/13/2023	60915	7	2012	PPO Solutions	\$81.93	118
02/13/2023	60916	45	2021	PPO Solutions	\$28.15	118
02/13/2023	60917	79	2021	PPO Solutions	\$35.42	118
02/13/2023	60918	18	2022	PPO Solutions	\$78.93	118
02/13/2023	60919	30	2022	PPO Solutions	\$28.79	118
02/13/2023	60920	60	2022	Physical Therapy Central	\$379.20	104
02/13/2023	60921	60	2022	PPO Solutions	\$34.69	118
02/13/2023	60922	63	2022	Blue Rock Health and Wellness, LLC	\$119.86	104
02/13/2023	60923	63	2022	PPO Solutions	\$43.45	118
02/13/2023	60924	85	2022	PPO Solutions	\$130.60	118
02/13/2023	60925	93	2022	PPO Solutions	\$21.64	118
02/13/2023	60926	104	2022	PPO Solutions	\$90.03	118
02/13/2023	60927	107	2022	Physical Therapy Central	\$828.04	104
02/13/2023	60928	107	2022	PPO Solutions	\$125.16	118
02/13/2023	60929	2	2023	PPO Solutions	\$18.65	118
02/13/2023	60930	4	2023	PPO Solutions	\$33.51	118
02/13/2023	60931	110	2022	PPO Solutions	\$18.26	118
02/14/2023	60933	41	2004	Stone River Pharmacy Solutions	\$88.18	105
02/15/2023	60934	85	2022	Anthony La Sorsa Physical Therapy PC	\$377.92	104
02/15/2023	60935	104	2022	Anthony La Sorsa Physical Therapy PC	\$392.29	104
02/15/2023	60936	104	2022	McBride Orthopedic Hospital	\$124.28	101

02/16/2023	60937	66	2022	Eagle Partners PLLC	\$138.26	110
02/16/2023	60938	102	2022	SOUTHWEST RADIOLOGY	\$15.93	110
02/16/2023	60939	4	2023	Worker Compensation Rx Solutions	\$76.30	105
02/17/2023	60940	60	2022	Physical Therapy Central	\$154.17	104
02/17/2023	60941	79	2022	SOUTHWEST RADIOLOGY	\$20.70	110
02/17/2023	60942	107	2022	Physical Therapy Central	\$153.09	104
02/20/2023	60949	63	2022	William Justus	\$93.40	116
02/20/2023	60950	107	2022	Reece Maitlen	\$98.77	116
02/20/2023	60952	60	2022	PPO Solutions	\$122.69	118
02/20/2023	60954	66	2022	PPO Solutions	\$103.45	118
02/20/2023	60955	85	2022	PPO Solutions	\$61.57	118
02/20/2023	60956	104	2022	PPO Solutions	\$60.38	118
02/20/2023	60957	107	2022	PPO Solutions	\$174.04	118
02/21/2023	60958	95	2022	Comanche County Memorial Hospital	\$175.13	110
02/21/2023	60959	95	2022	The Physicians Group LLC	\$488.00	101
02/21/2023	60960	102	2022	Comanche County Memorial Hospital	\$130.12	110
02/24/2023	60961	39	2022	KEN'S PHARMACY	\$619.00	105
02/24/2023	60962	64	2022	Comanche County Healthcare Corporation	\$1,226.01	101
02/24/2023	60963	64	2022	LAWTON MEDI-EQUIP	\$46.78	106
02/24/2023	60964	95	2022	Community Hospital LLC	\$1,021.42	102
02/24/2023	60965	9	2023	Center For Occupational Health	\$228.88	101
02/27/2023	60966	7	2012	HealthLift Pharmacy Services LLC	\$46.58	105
02/27/2023	60971	96	2022	McBride Orthopedic Hospital	\$148.92	101
02/27/2023	60972	104	2022	Steven Laminack	\$166.37	116
02/27/2023	60973	107	2022	McBride Orthopedic Hospital	\$124.28	101
02/27/2023	60974	5	2023	Center For Occupational Health	\$228.88	101
02/27/2023	60976	64	2022	PPO Solutions	\$219.25	118
02/27/2023	60977	70	2022	Center For Occupational Health	\$426.93	101
02/27/2023	60978	85	2022	Anthony La Sorsa Physical Therapy PC	\$188.96	104
02/27/2023	60979	87	2022	Comanche County Memorial Hospital	\$211.29	102
02/27/2023	60980	95	2022	HPI Physicians LLC	\$138.08	101
02/27/2023	60981	95	2022	PPO Solutions	\$791.79	118
02/27/2023	60982	104	2022	Anthony La Sorsa Physical Therapy PC	\$318.87	104
02/27/2023	60983	108	2022	Anthony La Sorsa Physical Therapy PC	\$215.14	104
02/27/2023	60984	108	2022	Anthony La Sorsa Physical Therapy PC	\$212.58	104
02/27/2023	60985	3	2023	Center For Occupational Health	\$77.54	101
02/27/2023	60986	4	2023	Center For Occupational Health	\$124.25	101
02/27/2023	60987	7	2023	Center For Occupational Health	\$228.88	101
02/27/2023	60988	9	2023	PPO Solutions	\$18.26	118
02/27/2023	60989	10	2023	Center For Occupational Health	\$277.92	101
02/28/2023	60990	85	2022	Anthony La Sorsa Physical Therapy PC	\$188.96	104
02/28/2023	60991	102	2022	PPO Solutions	\$39.38	118
03/03/2023	60997	78	2022	Comanche County Memorial Hospital	\$637.41	102
03/03/2023	60998	84	2022	Comanche County Memorial Hospital	\$443.14	102
03/03/2023	60999	84	2022	Truepartners Comanche Emergency c/o Kemberton	\$192.70	101
03/03/2023	61000	96	2022	Southwestern Medical Center LLC	\$219.66	110

03/03/2023	61001	108	2022	Duncan Family Physicians	\$303.17	101
03/03/2023	61002	108	2022	Anthony La Sorsa Physical Therapy PC	\$106.29	104
03/03/2023	61003	4	2023	Valir Outpatient Clinics Management and Development LLC	\$192.90	104
03/06/2023	61008	96	2022	Antonio Hopson	\$116.46	116
03/06/2023	61010	70	2022	PPO Solutions	\$29.06	118
03/06/2023	61011	78	2022	PPO Solutions	\$76.71	118
03/06/2023	61012	84	2022	PPO Solutions	\$173.17	118
03/06/2023	61013	85	2022	PPO Solutions	\$61.57	118
03/06/2023	61014	87	2022	PPO Solutions	\$125.25	118
03/06/2023	61015	96	2022	PPO Solutions	\$215.58	118
03/06/2023	61016	107	2022	PPO Solutions	\$34.69	118
03/06/2023	61017	108	2022	PPO Solutions	\$19.41	118
03/06/2023	61018	5	2023	PPO Solutions	\$18.26	118
03/06/2023	61019	7	2023	PPO Solutions	\$18.26	118
03/06/2023	61020	10	2023	PPO Solutions	\$26.08	118
03/07/2023	61021	4	2023	Valir Outpatient Clinics Management and Development LLC	\$141.52	104
03/08/2023	61022	5	2020	Anthony La Sorsa Physical Therapy PC	\$137.20	104
03/08/2023	61023	96	2022	McBride Orthopedic Hospital	\$2,630.01	101
03/08/2023	61024	96	2022	McBride Orthopedic Hospital	\$294.66	101
03/08/2023	61025	96	2022	Eagle Imaging Management Group LLC	\$22.21	110
03/08/2023	61026	4	2023	Valir Outpatient Clinics Management and Development LLC	\$141.52	104
03/08/2023	61027	112	2022	CIOX Health	\$15.20	117
03/09/2023	61028	78	2018	Anthony La Sorsa Physical Therapy PC	\$427.72	104
03/09/2023	61029	62	2022	TruePartners Comanche Emergency Specialists PLLC	\$279.85	101
03/09/2023	61030	85	2022	Anthony La Sorsa Physical Therapy PC	\$94.48	104
03/09/2023	61031	104	2022	Anthony La Sorsa Physical Therapy PC	\$212.58	104
03/09/2023	61032	5	2023	Center For Occupational Health	\$124.25	101
03/09/2023	61033	61	2022	Truepartners Comanche Emergency c/o Kemberton	\$192.70	101
03/09/2023	61034	108	2022	Anthony La Sorsa Physical Therapy PC	\$318.87	104
03/09/2023	61035	3	2023	Center For Occupational Health	\$124.25	101
03/09/2023	61036	110	2022	Center For Occupational Health	\$124.25	101
03/09/2023	61037	6	2023	Center For Occupational Health	\$124.25	101
03/09/2023	61038	8	2023	Center For Occupational Health	\$228.88	101
03/09/2023	61039	9	2023	Center For Occupational Health	\$124.25	101
03/09/2023	61040	10	2023	Center For Occupational Health	\$124.25	101
03/13/2023	61043	79	2021	Cynthia Williams	\$87.64	116
03/13/2023	61046	4	2023	Center For Occupational Health	\$155.21	101
03/13/2023	61048	7	2012	HealthLift Pharmacy Services LLC	\$644.06	105
03/13/2023	61049	78	2018	PPO Solutions	\$22.91	118
03/13/2023	61050	61	2022	PPO Solutions	\$122.83	118
03/13/2023	61051	62	2022	PPO Solutions	\$177.42	118
03/13/2023	61052	64	2022	Comanche County Healthcare Corporation	\$124.28	101
03/13/2023	61053	76	2022	Truepartners Comanche Emergency c/o Kemberton	\$393.05	101
03/13/2023	61054	85	2022	Comanche County Memorial Hospital	\$370.13	110
03/13/2023	61055	96	2022	Worker Compensation Rx Solutions	\$204.98	105
03/13/2023	61056	96	2022	PPO Solutions	\$367.05	118

03/13/2023	61057	103	2022	Center For Occupational Health	\$143.28	101
03/13/2023	61058	108	2022	Comanche County Memorial Hospital	\$370.13	110
03/13/2023	61059	8	2023	PPO Solutions	\$18.26	118
03/13/2023	61060	113	2022	Comanche County Memorial Hospital	\$372.25	102
03/14/2023	61061	7	2012	OU Medical Center	\$1,597.92	102
03/14/2023	61062	93	2022	RX Medical Therapy Solutions	\$452.01	106
03/14/2023	61063	96	2022	HealthLift Pharmacy Services LLC	\$60.49	105
03/14/2023	61064	111	2022	LAWTON MEDI-EQUIP	\$85.05	106
03/14/2023	61065	9	2023	SOUTHWEST RADIOLOGY	\$17.52	110
03/15/2023	61066	95	2022	Anthony La Sorsa Physical Therapy PC	\$70.86	104
03/16/2023	61067	7	2012	HealthLift Pharmacy Services LLC	\$46.58	105
03/16/2023	61068	40	2022	HealthLift Pharmacy Services LLC	\$694.60	105
03/16/2023	61069	17	2023	Center For Occupational Health	\$174.87	101
03/16/2023	61070	82	2022	Anderson Pharmacy and Accents	\$51.35	105
03/16/2023	61071	1	2023	SOUTHWEST RADIOLOGY	\$138.26	110
03/16/2023	61072	16	2023	SOUTHWEST RADIOLOGY	\$18.63	110
03/20/2023	61077	93	2022	Griselda Gonzales	\$462.96	116
03/20/2023	61078	104	2022	Steven Laminack	\$166.37	116
03/20/2023	61081	7	2012	PPO Solutions	\$1,344.23	118
03/20/2023	61082	76	2022	PPO Solutions	\$172.10	118
03/20/2023	61083	85	2022	PPO Solutions	\$268.50	118
03/20/2023	61084	93	2022	PPO Solutions	\$59.36	118
03/20/2023	61085	108	2022	PPO Solutions	\$268.50	118
03/20/2023	61086	113	2022	PPO Solutions	\$126.06	118
03/20/2023	61087	17	2023	PPO Solutions	\$22.68	118
03/22/2023	61088	78	2018	Anthony La Sorsa Physical Therapy PC	\$318.87	104
03/22/2023	61089	78	2022	SOUTHWEST RADIOLOGY	\$19.11	110
03/22/2023	61090	103	2022	Center For Occupational Health	\$260.43	101
03/22/2023	61091	4	2023	Valir Outpatient Clinics Management and Development LLC	\$424.55	104
03/22/2023	61092	96	2022	Central Anesthesia Associates LLC	\$241.48	111
03/22/2023	61093	96	2022	Central Anesthesia Associates LLC	\$534.60	111
03/22/2023	61094	108	2022	Anthony La Sorsa Physical Therapy PC	\$212.58	104
03/22/2023	61095	5	2023	SOUTHWEST RADIOLOGY	\$138.26	110
03/22/2023	61096	9	2023	SOUTHWEST RADIOLOGY	\$186.26	110
03/22/2023	61097	10	2023	SOUTHWEST RADIOLOGY	\$17.91	110
03/23/2023	61098	100	2022	Truepartners Comanche Emergency c/o Kemberton	\$109.56	101
03/23/2023	61099	111	2022	Center For Occupational Health	\$124.25	101
03/23/2023	61100	9	2023	Center For Occupational Health	\$175.17	101
03/24/2023	61101	104	2022	Anthony La Sorsa Physical Therapy PC	\$425.16	104
03/24/2023	61102	108	2022	Anthony La Sorsa Physical Therapy PC	\$106.29	104
03/24/2023	61103	78	2018	Anthony La Sorsa Physical Therapy PC	\$106.29	104
03/24/2023	61104	51	2018	OSH Pain Management Associates, LLC	\$799.41	101
03/24/2023	61105	83	2022	Comanche County Hospital Authority	\$305.24	110
03/24/2023	61106	92	2022	Comanche County Hospital Authority	\$720.37	110
03/24/2023	61107	100	2022	Comanche County Hospital Authority	\$547.38	102
03/24/2023	61108	2	2023	SOUTHWEST RADIOLOGY	\$38.61	110

03/24/2023	61109	110	2022	The Physicians Group LLC	\$351.47	101
03/24/2023	61110	16	2023	Center For Occupational Health	\$153.68	101
03/24/2023	61111	21	2023	Center For Occupational Health	\$333.64	101
03/27/2023	61114	78	2018	Bryan Foster	\$16.11	116
03/27/2023	61115	10	2022	Joshua Burkhalter	\$107.78	116
03/27/2023	61118	96	2022	Comanche County Hospital Authority	\$260.23	110
03/27/2023	61119	9	2023	Valir Outpatient Clinics Management and Development LLC	\$162.98	104
03/27/2023	61120	15	2023	Center For Occupational Health	\$228.88	101
03/27/2023	61121	19	2023	Center For Occupational Health	\$153.68	101
03/27/2023	61123	51	2018	PPO Solutions	\$84.71	118
03/27/2023	61124	83	2022	PPO Solutions	\$110.28	118
03/27/2023	61125	92	2022	PPO Solutions	\$322.51	118
03/27/2023	61126	96	2022	PPO Solutions	\$182.51	118
03/27/2023	61127	100	2022	PPO Solutions	\$191.37	118
03/27/2023	61128	103	2022	PPO Solutions	\$21.90	118
03/27/2023	61129	104	2022	PPO Solutions	\$20.67	118
03/27/2023	61130	4	2023	PPO Solutions	\$57.68	118
03/27/2023	61131	110	2022	PPO Solutions	\$38.51	118
03/27/2023	61132	9	2023	PPO Solutions	\$27.31	118
03/27/2023	61133	21	2023	PPO Solutions	\$24.26	118
03/28/2023	61134	93	2022	The Physicians Group LLC	\$32.40	101
03/28/2023	61135	14	2023	Center For Occupational Health	\$405.27	101
03/28/2023	61136	4	2023	Valir Outpatient Clinics Management and Development LLC	\$142.01	104
03/28/2023	61137	5	2023	Valir Outpatient Clinics Management and Development LLC	\$179.34	104
03/30/2023	61138	101	2022	Comanche County Hospital Authority	\$555.98	102
03/30/2023	61139	51	2018	Oklahoma Spine Hospital LLC	\$2,206.92	102
03/30/2023	61140	63	2022	McBride Orthopedic Hospital	\$124.28	101
03/30/2023	61141	64	2022	Comanche County Hospital Authority	\$52.15	110
03/30/2023	61142	92	2022	SOUTHWEST RADIOLOGY	\$192.86	110
03/30/2023	61143	95	2022	HPI Physicians LLC	\$788.67	101
03/30/2023	61144	95	2022	HPI Physicians LLC	\$7,886.65	101
03/30/2023	61145	104	2022	McBride Orthopedic Hospital	\$124.28	101
03/30/2023	61146	108	2022	SOUTHWEST RADIOLOGY	\$138.26	110
03/30/2023	61147	7	2023	SOUTHWEST RADIOLOGY	\$42.43	110
03/30/2023	61148	9	2023	Valir Outpatient Clinics Management and Development LLC	\$243.68	104
03/30/2023	61149	23	2023	LAWTON MEDI-EQUIP	\$55.27	106
03/30/2023	61150	23	2023	SOUTHWEST RADIOLOGY	\$15.93	110
03/31/2023	61151	78	2018	Anthony La Sorsa Physical Therapy PC	\$354.30	104
03/31/2023	61152	85	2022	SOUTHWEST RADIOLOGY	\$138.26	110
03/31/2023	61153	93	2022	Anthony La Sorsa Physical Therapy PC	\$250.57	104
03/31/2023	61154	20	2023	Anthony La Sorsa Physical Therapy PC	\$250.57	104

Payment Total: \$109,492.34

Reimbursement Type

Void/Stop Pay/Credit Date	Check Number	Claim Number	Policy Period	Payor Name	Check Amount	PID Code	Reimbursement Type
					Credit Total:	\$0.00	
					MEDICAL PAYMENT TOTAL:	\$109,492.34	

Temporary Disability**Temporary Total Disability /Order**

Check Date	Check Number	Claim Number	Policy Period	Payee Name	Check Amount	PID Code	Reimbursement Type
01/09/2023	60709	39	2022	Steven Thornton	\$951.78	301	
01/09/2023	60710	40	2022	Russell Matthesen	\$905.52	301	
01/16/2023	60747	39	2022	Steven Thornton	\$951.78	301	
01/16/2023	60748	40	2022	Russell Matthesen	\$905.52	301	
01/23/2023	60791	39	2022	Steven Thornton	\$951.78	301	
01/23/2023	60792	40	2022	Russell Matthesen	\$905.52	301	
01/30/2023	60836	39	2022	Steven Thornton	\$951.78	301	
01/30/2023	60837	40	2022	Russell Matthesen	\$905.52	301	
02/06/2023	60871	39	2022	Steven Thornton	\$951.78	301	
02/06/2023	60872	40	2022	Russell Matthesen	\$905.52	301	
02/13/2023	60910	39	2022	Steven Thornton	\$951.78	301	
02/13/2023	60911	40	2022	Russell Matthesen	\$905.52	301	
02/20/2023	60947	39	2022	Steven Thornton	\$951.78	301	
02/20/2023	60948	40	2022	Russell Matthesen	\$905.52	301	
02/27/2023	60969	39	2022	Steven Thornton	\$951.78	301	
02/27/2023	60970	40	2022	Russell Matthesen	\$905.52	301	
03/06/2023	61006	39	2022	Steven Thornton	\$951.78	301	
03/06/2023	61007	40	2022	Russell Matthesen	\$905.52	301	
03/13/2023	61044	39	2022	Steven Thornton	\$951.78	301	
03/13/2023	61045	40	2022	Russell Matthesen	\$905.52	301	
03/20/2023	61076	39	2022	Steven Thornton	\$951.78	301	
03/20/2023	61080	40	2022	Russell Matthesen	\$905.52	301	
03/27/2023	61116	39	2022	Steven Thornton	\$951.78	301	
03/27/2023	61117	40	2022	Russell Matthesen	\$905.52	301	
					Payment Total:	\$22,287.60	

Reimbursement Type

					Credit Total:	\$0.00	
--	--	--	--	--	----------------------	---------------	--

TTD: \$22,287.60

Temporary Partial Disability /Order

Check Date	Check Number	Claim Number	Policy Period	Payee Name	Check Amount	PID Code

Payment Total: **\$0.00**

Reimbursement	Check Amount	PID Code	Check Number	Claim Number	Policy Period	Payor Name	Void/Stop Pay/Credit Date

Credit Total: \$0.00

TPD **\$0.00**

TEMPORARY DISABILITY TOTAL: \$22,287.60

Permanent Total Disability

Check Date	Check Number	Claim Number	Policy Period	Payee Name	Check Amount	PID Code

Payment Total: \$0.00

	Void/Stop Pay/Credit Date	Check Number	Claim Number	Policy Period	Payor Name	Check Amount	PID Code	Reimbursement Type
--	---------------------------	--------------	--------------	---------------	------------	--------------	----------	--------------------

Credit Total: \$0.00

Permanent Total Disability	\$0.00
----------------------------	--------

Permanent Partial Disability

Permanent Partial Disability /Order

Check Date	Check Number	Claim Number	Policy Period	Payee Name	Check Amount	PID Code
------------	--------------	--------------	---------------	------------	--------------	----------

Payment Total: \$0.00

Reimbursement Type	Check Amount	PID Code	Payor Name	Policy Period	Claim Number	Check Number	Check Pay/Credit Date	Void/Stop Pay
606 of 606								

Credit Total: \$0.00
PPD \$0.00

Order

Check Date Check Number Claim Number Policy Period Payee Name Check Amount PID Code

Payment Total: \$0.00

Void/Stop Pay/Credit Date Check Number Claim Number Policy Period Payor Name Check Amount PID Code Reimbursement Type

Credit Total: \$0.00
Order TOTAL: \$0.00

Rehabilitation

Check Date Check Number Claim Number Policy Period Payee Name Check Amount PID Code

Payment Total: \$0.00

Void/Stop Pay/Credit Date Check Number Claim Number Policy Period Payor Name Check Amount PID Code Reimbursement Type

Credit Total: \$0.00
Rehabilitation TOTAL: \$0.00

Form 14 Agreement

Check Date Check Number Claim Number Policy Period Payee Name Check Amount PID Code

Payment Total: \$0.00

Void/Stop Pay/Credit Date Check Number Claim Number Policy Period Payor Name Check Amount PID Code Reimbursement Type

Credit Total: \$0.00
Form 14 Agreement TOTAL: \$0.00

Joint Petition

Check Date	Check Number	Claim Number	Policy Period	Payee Name	Check Amount	PID Code	Reimbursement Type
					Payment Total:	\$0.00	
Void/Stop Pay/Credit Date	Check Number	Claim Number	Policy Period	Payor Name	Credit Total:	\$0.00	
					JP Total	\$0.00	

Compromise Settlement A

Check Date	Check Number	Claim Number	Policy Period	Payee Name	Check Amount	PID Code	Reimbursement Type
					Payment Total:	\$0.00	
Void/Stop Pay/Credit Date	Check Number	Claim Number	Policy Period	Payor Name	Credit Total:	\$0.00	
					CSA TOTAL:	\$0.00	

Compromise Settlement B

Check Date	Check Number	Claim Number	Policy Period	Payee Name	Check Amount	PID Code	Reimbursement Type
					Payment Total:	\$0.00	
Void/Stop Pay/Credit Date	Check Number	Claim Number	Policy Period	Payor Name	Credit Total:	\$0.00	
					CSB TOTAL:	\$0.00	

Agreed Denial

Check Date	Check Number	Claim Number	Policy Period	Payee Name	Check Amount	PID Code
------------	--------------	--------------	---------------	------------	--------------	----------

Payment Total: \$0.00

Credit Total: \$0.00

Agreed Denial TOTAL: \$0.00

Reimbursement Type

Void/Stop Pay/Credit Date Check Number Claim Number Policy Period Payor Name

Check Amount PID Code

Disfigurement

Check Date Check Number Claim Number Policy Period Payee Name

Check Amount PID Code

Payment Total: \$0.00

Reimbursement Type

Void/Stop Pay/Credit Date Check Number Claim Number Policy Period Payor Name

Check Amount PID Code

Credit Total: \$0.00

Disfigurement TOTAL: \$0.00

PERMANENT PARTIAL DISABILITY TOTAL

\$0.00

Death

Death Benefits

Check Date	Check Number	Claim Number	Policy Period	Payee Name	Check Amount	PID Code
01/09/2023	60706	128	2008	Amee Tahbonemah	\$501.20	305
01/09/2023	60707	128	2008	Caden M Tahbonemah, Minor	\$107.40	305
01/16/2023	60743	128	2008	Amee Tahbonemah	\$501.20	305
01/16/2023	60744	128	2008	Caden M Tahbonemah, Minor	\$107.40	305
01/23/2023	60788	128	2008	Amee Tahbonemah	\$501.20	305
01/23/2023	60789	128	2008	Caden M Tahbonemah, Minor	\$107.40	305
01/30/2023	60832	128	2008	Amee Tahbonemah	\$501.20	305
01/30/2023	60833	128	2008	Caden M Tahbonemah, Minor	\$107.40	305
02/06/2023	60867	128	2008	Amee Tahbonemah	\$501.20	305
02/06/2023	60868	128	2008	Caden M Tahbonemah, Minor	\$107.40	305
02/13/2023	60907	128	2008	Amee Tahbonemah	\$501.20	305
02/13/2023	60908	128	2008	Caden M Tahbonemah, Minor	\$107.40	305
02/20/2023	60943	128	2008	Amee Tahbonemah	\$501.20	305

02/20/2023	60944	128	2008	Caden M Tahbonemah, Minor	\$107.40	305
02/27/2023	60967	128	2008	Amee Tahbonemah	\$501.20	305
02/27/2023	60968	128	2008	Caden M Tahbonemah, Minor	\$107.40	305
03/06/2023	61004	128	2008	Amee Tahbonemah	\$501.20	305
03/06/2023	61005	128	2008	Caden M Tahbonemah, Minor	\$107.40	305
03/13/2023	61041	128	2008	Amee Tahbonemah	\$501.20	305
03/13/2023	61042	128	2008	Caden M Tahbonemah, Minor	\$107.40	305
03/20/2023	61073	128	2008	Amee Tahbonemah	\$501.20	305
03/20/2023	61074	128	2008	Caden M Tahbonemah, Minor	\$107.40	305
03/27/2023	61112	128	2008	Amee Tahbonemah	\$501.20	305
03/27/2023	61113	128	2008	Caden M Tahbonemah, Minor	\$107.40	305

Payment Total: \$7,303.20

Void/Stop Pay/Credit Date	Check Number	Claim Number	Policy Period	Payor Name	Check Amount	PID Code	Reimbursement Type
---------------------------	--------------	--------------	---------------	------------	--------------	----------	--------------------

Credit Total: \$0.00

Death Benefits TOTAL: \$7,303.20

Funeral Benefits

Check Date	Check Number	Claim Number	Policy Period	Payee Name	Check Amount	PID Code	Reimbursement Type
------------	--------------	--------------	---------------	------------	--------------	----------	--------------------

Payment Total: \$0.00

Void/Stop Pay/Credit Date	Check Number	Claim Number	Policy Period	Payor Name	Check Amount	PID Code	Reimbursement Type
---------------------------	--------------	--------------	---------------	------------	--------------	----------	--------------------

Credit Total: \$0.00

Funeral Benefits TOTAL: \$0.00

DEATH TOTAL: \$7,303.20

REPORT TOTAL: \$139,083.14

REPORT SUMMARY

Medical:	\$109,492.34
Temporary Disability:	\$22,287.60
Permanent Total Disability:	\$0.00
Permanent Partial Disability:	\$0.00

Death:	\$7,303.20
TOTAL ACTUAL PAID LOSSES:	\$139,083.14

Date 05/25/23
Time 16:03:04

United Safety & Claims, Inc.
Company Claim Detail
Policy Year: 2023 Claim #: 9

Company:	37061	Policy:	2023	Claim:	9	Loc:	5000	Dept:	5005	Class:	9102
Claimant:	Bobby Sparks	SSN:	xxx-xx-2475	DOB:	06/10/1978	Claim Entry Date:	02/20/2023				
ADR:	181745 N 2640 Walters, OK 73572	SEX:	M			Claim Close Date:					
INJ:	Temporary Injury Multiple Body Parts (Including Body Systems &	Date:	02/02/2023	Time:	08:03 AM	Code:	05f90a52d32	Litigation:			
ACC:	Slipped and fell on ice while crossing ditch	Wage:	\$594.00	Employment Date:	09/21/2020						
OCC:	Parks & Rec/Building Construction Specialist										
		Type	Trans Amt	Comp Res	Comp PTD	Med Res	Med PTD	Alo Res	Alo PTD	Paid to Date	
02/20/2023	Reserve Increase	M	\$600.00	\$0.00	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
02/24/2023	Center For Occupational Health	M	\$228.88	\$0.00	\$0.00	\$371.12	\$228.88	\$0.00	\$0.00	\$228.88	\$228.88
02/27/2023	PPO Solutions	M	\$18.26	\$0.00	\$0.00	\$352.86	\$247.14	\$0.00	\$0.00	\$247.14	\$247.14
03/09/2023	Center For Occupational Health	M	\$124.25	\$0.00	\$0.00	\$228.61	\$371.39	\$0.00	\$0.00	\$371.39	\$371.39
03/14/2023	SOUTHWEST RADIOLOGY	M	\$17.52	\$0.00	\$0.00	\$211.09	\$388.91	\$0.00	\$0.00	\$388.91	\$388.91
03/22/2023	SOUTHWEST RADIOLOGY	M	\$186.26	\$0.00	\$0.00	\$24.83	\$575.17	\$0.00	\$0.00	\$575.17	\$575.17
03/23/2023	Reserve Increase	M	\$2,500.00	\$0.00	\$0.00	\$2,524.83	\$575.17	\$0.00	\$0.00	\$575.17	\$575.17
03/23/2023	Center For Occupational Health	M	\$175.17	\$0.00	\$0.00	\$2,349.66	\$750.34	\$0.00	\$0.00	\$750.34	\$750.34
03/27/2023	Valir Outpatient Clinics Management and Development LLC	M	\$162.98	\$0.00	\$0.00	\$2,186.68	\$913.32	\$0.00	\$0.00	\$913.32	\$913.32
03/27/2023	PPO Solutions	M	\$27.31	\$0.00	\$0.00	\$2,159.37	\$940.63	\$0.00	\$0.00	\$940.63	\$940.63
03/30/2023	Valir Outpatient Clinics Management and Development LLC	M	\$243.68	\$0.00	\$0.00	\$1,915.69	\$1,184.31	\$0.00	\$0.00	\$1,184.31	\$1,184.31
04/03/2023	PPO Solutions	M	\$22.92	\$0.00	\$0.00	\$1,892.77	\$1,207.23	\$0.00	\$0.00	\$1,207.23	\$1,207.23
04/13/2023	Valir Outpatient Clinics Management and Development LLC	M	\$239.46	\$0.00	\$0.00	\$1,653.31	\$1,446.69	\$0.00	\$0.00	\$1,446.69	\$1,446.69
04/17/2023	PPO Solutions	M	\$28.90	\$0.00	\$0.00	\$1,624.41	\$1,475.59	\$0.00	\$0.00	\$1,475.59	\$1,475.59
04/19/2023	Anthony La Sorsa Physical Therapy PC	M	\$250.57	\$0.00	\$0.00	\$1,373.84	\$1,726.16	\$0.00	\$0.00	\$1,726.16	\$1,726.16
04/20/2023	Reserve Increase	M	\$5,000.00	\$0.00	\$0.00	\$6,373.84	\$1,726.16	\$0.00	\$0.00	\$1,726.16	\$1,726.16
04/24/2023	Center For Occupational Health	M	\$124.25	\$0.00	\$0.00	\$6,249.59	\$1,850.41	\$0.00	\$0.00	\$1,850.41	\$1,850.41
05/02/2023	Anthony La Sorsa Physical Therapy PC	M	\$70.86	\$0.00	\$0.00	\$6,178.73	\$1,921.27	\$0.00	\$0.00	\$1,921.27	\$1,921.27
05/02/2023	Anthony La Sorsa Physical Therapy PC	M	\$40.43	\$0.00	\$0.00	\$6,138.30	\$1,961.70	\$0.00	\$0.00	\$1,961.70	\$1,961.70
05/02/2023	Comanche County Hospital Authority	M	\$192.70	\$0.00	\$0.00	\$4,728.00	\$3,372.00	\$0.00	\$0.00	\$3,372.00	\$3,372.00
05/02/2023	TruePartners Comanche Emergency Specialists PLLC	M	\$150.43	\$0.00	\$0.00	\$4,535.30	\$3,564.70	\$0.00	\$0.00	\$3,564.70	\$3,564.70
05/03/2023	SOUTHWEST RADIOLOGY	M	\$106.29	\$0.00	\$0.00	\$4,384.87	\$3,715.13	\$0.00	\$0.00	\$3,715.13	\$3,715.13
05/05/2023	Anthony La Sorsa Physical Therapy PC	M	\$641.12	\$0.00	\$0.00	\$3,637.46	\$4,462.54	\$0.00	\$0.00	\$4,462.54	\$4,462.54
05/08/2023	PPO Solutions	M	\$70.86	\$0.00	\$0.00	\$3,566.60	\$4,533.40	\$0.00	\$0.00	\$4,533.40	\$4,533.40
05/11/2023	Anthony La Sorsa Physical Therapy PC	M	\$9,000.00	\$0.00	\$0.00	\$12,566.60	\$4,533.40	\$0.00	\$0.00	\$4,533.40	\$4,533.40
05/12/2023	Reserve Increase	C	\$8,316.00	\$8,316.00	\$0.00	\$12,566.60	\$4,533.40	\$0.00	\$0.00	\$4,533.40	\$4,533.40
05/12/2023	Reserve Increase	C	\$415.80	\$7,900.20	\$0.00	\$415.80	\$4,533.40	\$0.00	\$0.00	\$4,533.40	\$4,533.40
05/15/2023	Bobby Sparks	M	\$514.44	\$7,900.20	\$0.00	\$415.80	\$12,052.16	\$0.00	\$0.00	\$12,052.16	\$5,463.64
05/15/2023	Bobby Sparks	M	\$16.77	\$7,900.20	\$0.00	\$415.80	\$12,035.39	\$0.00	\$0.00	\$12,035.39	\$5,480.41
05/15/2023	Bobby Sparks	M	\$238.72	\$7,900.20	\$0.00	\$415.80	\$11,796.67	\$0.00	\$0.00	\$11,796.67	\$5,719.13
05/16/2023	The Physicians Group LLC	M	\$370.13	\$7,900.20	\$0.00	\$415.80	\$11,426.54	\$0.00	\$0.00	\$11,426.54	\$6,089.26
05/16/2023	Comanche County Hospital Authority	M	\$370.13	\$7,900.20	\$0.00	\$415.80	\$11,426.54	\$0.00	\$0.00	\$11,426.54	\$6,089.26
05/18/2023	Bobby Sparks	C	\$415.80	\$7,484.40	\$0.00	\$831.60	\$5,673.46	\$0.00	\$0.00	\$5,673.46	\$6,505.06
05/18/2023	Bobby Sparks	C	\$415.80	\$7,068.60	\$0.00	\$1,247.40	\$5,673.46	\$0.00	\$0.00	\$5,673.46	\$6,920.86
05/18/2023	National Medication Management	M	\$268.20	\$7,068.60	\$0.00	\$1,247.40	\$5,941.66	\$0.00	\$0.00	\$5,941.66	\$7,189.06
05/22/2023	PPO Solutions	M	\$292.20	\$7,068.60	\$0.00	\$1,247.40	\$6,233.86	\$0.00	\$0.00	\$6,233.86	\$7,481.26

110 Claims listed

United Safety & Claims, Inc.
Company loss report for the period ending: 05/25/2023

Date 05/25/23
Time 16:07:17

Company: 37061 City of Lawton
Loss period: 01/01/2023 - 05/25/2023
As of Date 05/25/2023 11:59:00 PM
Run By: All

CLAIM NO.	CLAIMANT NAME	INJURY DESCRIPTION	INJURY DATE	TOTAL CURRENT RESERVES		PAYMENTS TO DATE		ALLOCATED	TOTAL	EXPERIENCE TO DATE
				MEDICAL	COMPENSATION	MEDICAL	COMPENSATION			
1	Mietchen Brad	Sprain Right Shoulder	1/4/2023	\$861.29	\$0.00	\$2,638.71	\$0.00	\$0.00	\$2,638.71	\$3,500.00
2	Gonzalez Erick	Sprain Lower Back	1/10/2023	\$0.00	\$0.00	\$989.43	\$0.00	\$0.00	\$989.43	\$989.43
3	Gudger Jordan	Contusion/Crush to Right Index Finger	1/11/2023	\$0.00	\$0.00	\$1,347.07	\$0.00	\$0.00	\$1,347.07	\$1,347.07
4	Climes Aaliyah	Sprain to Lower Back	1/18/2023	\$0.00	\$0.00	\$3,079.06	\$0.00	\$0.00	\$3,079.06	\$3,079.06
5	Bates Natascha	Sprain Right Knee	1/20/2023	\$0.00	\$0.00	\$3,264.34	\$0.00	\$0.00	\$3,264.34	\$3,264.34
6	Hampton David	Sprain - Mid Back	1/24/2023	\$0.00	\$0.00	\$124.25	\$0.00	\$0.00	\$124.25	\$124.25
7	Walker Trey	Sprain - Lower Back	2/2/2023	\$0.00	\$0.00	\$861.29	\$0.00	\$0.00	\$861.29	\$861.29
8	Solenberg Austin	Possible Left Shoulder Strain/Sprain/Tear/Fracture	2/9/2023	\$165.09	\$0.00	\$8,334.91	\$0.00	\$0.00	\$8,334.91	\$8,500.00
9	Sparks Bobby	Strain/Trauma; Neck, Shoulder, Head	2/2/2023	\$10,866.14	\$7,068.60	\$6,233.86	\$1,247.40	\$0.00	\$7,481.26	\$25,416.00
10	Smith Lauren	Bruise - Lower Back	2/7/2023	\$0.00	\$0.00	\$596.08	\$0.00	\$0.00	\$596.08	\$596.08
13	Puetz Christopher	Left Hand Laceration	2/27/2023	\$101.98	\$0.00	\$498.02	\$0.00	\$0.00	\$498.02	\$600.00
14	Kizarr Robert	Strain - Neck, Lower Back, and Left Arm	3/1/2023	\$10,677.86	\$21,196.32	\$4,922.14	\$1,786.36	\$0.00	\$6,688.50	\$43,562.68
15	Vela Cecilia	Bruised Right Knee and Left Elbow	2/26/2023	\$351.24	\$0.00	\$4,648.76	\$0.00	\$0.00	\$4,648.76	\$5,000.00
16	Folkert David	Trauma to Left Upper Leg	3/1/2023	\$0.00	\$0.00	\$462.23	\$0.00	\$0.00	\$462.23	\$462.23
17	Howell Jacob	Sprain - Neck/Shoulders	3/1/2023	\$0.00	\$0.00	\$197.55	\$0.00	\$0.00	\$197.55	\$197.55
18	Seymour Drake	Cut to Forehead	3/3/2023	\$148.30	\$0.00	\$651.70	\$0.00	\$0.00	\$651.70	\$800.00
19	Harter Daniel	Debris in Right Eye	2/26/2023	\$0.00	\$0.00	\$256.90	\$0.00	\$0.00	\$256.90	\$256.90
20	Arzola Michael	Lower Back Strain	3/10/2023	\$0.00	\$0.00	\$1,057.70	\$0.00	\$0.00	\$1,057.70	\$1,057.70
21	Griffin Arthur	Contusion to Left leg	2/23/2023	\$242.10	\$0.00	\$357.90	\$0.00	\$0.00	\$357.90	\$600.00
22	Spencer Bailey	Trauma - Left Elbow - Trip	3/19/2023	\$336.93	\$0.00	\$263.07	\$0.00	\$0.00	\$263.07	\$600.00
23	Swain Patricia	Sprain Left Ankle	3/13/2023	\$528.80	\$0.00	\$71.20	\$0.00	\$0.00	\$71.20	\$600.00
24	Hughes Ty	Blood Exposure Wrists, Chin	1/22/2023	\$112.22	\$0.00	\$813.84	\$0.00	\$0.00	\$813.84	\$926.06
25	Johnson Matthew	Blood Exposure; Left Wrist	1/22/2023	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800.00
26	Tally Christopher	Exposure to both eyes	3/7/2023	\$0.00	\$0.00	\$153.68	\$0.00	\$0.00	\$153.68	\$153.68
27	Gatliff Clinton	Sprain Left Elbow	3/17/2023	\$73.04	\$0.00	\$526.96	\$0.00	\$0.00	\$526.96	\$600.00
28	Stevenson Bryant	Lumbar strain	3/20/2023	\$0.00	\$0.00	\$645.34	\$0.00	\$0.00	\$645.34	\$645.34
29	Monostori Steven	Strained Left Foot	3/27/2023	\$2,197.34	\$0.00	\$902.66	\$0.00	\$0.00	\$902.66	\$3,100.00
30	Maldonado Christian	Passed out while performing chest compressions	4/21/2023	\$1,252.86	\$0.00	\$247.14	\$0.00	\$0.00	\$247.14	\$1,500.00
31	Jacobi Travis	Hypertension; Chest/Head	4/30/2023	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00
32	Hudson Christopher	Right Ankle Sprain	4/19/2023	\$612.68	\$0.00	\$387.32	\$0.00	\$0.00	\$387.32	\$1,000.00
33	Puetz Christopher	Cut on thumb and Sprained thumb/Wrist	4/30/2023	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00
34	Hall Joshua	Blood Pressure elevated above rehab standards	5/5/2023	\$1,252.86	\$0.00	\$247.14	\$0.00	\$0.00	\$247.14	\$1,500.00
35	Whittington Robert	Puncture (Screw) / Right Foot	5/5/2023	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00
36	King Thomas	Contusion - Left Hand Middle Finger	5/11/2023	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00
37	Hardzog Kevin	Sprain Lower Back	5/11/2023	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00
38	Smith Kerie	Cat Scratch Right Hand	5/9/2023	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200.00
39	Marple Jaime	Possible Pinched Nerve Lower Back	5/23/2023	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00
TOTAL:				\$38,080.73	\$28,264.92	\$44,780.25	\$3,013.76	\$0.00	\$47,794.01	\$119,139.66

37 Claims listed

United Safety & Claims, Inc.
Company loss report for the period ending: 05/25/2023

Date 05/25/23
Time 16:08:15

Company: 37061 City of Lawton
Loss period: 01/01/2022 - 12/31/2022
Equal to / Greater than: \$10,000.00
As of Date 05/25/2023 11:59:00 PM
Run By: All

CLAIM NO.	CLAIMANT NAME	INJURY DESCRIPTION	INJURY DATE	TOTAL CURRENT RESERVES -----		PAYMENTS TO DATE -----		TOTAL	EXPERIENCE TO DATE
				MEDICAL	COMPENSATION ALLOCATED	MEDICAL	COMPENSATION ALLOCATED		
5	Pendergrass Jon	Strained left shoulder	1/13/2022	\$0.00	\$0.00	\$13,382.30	\$7,165.76	\$0.00	\$20,548.06
10	Burkhalter Joshua	Contusion to right shoulder	2/7/2022	\$1,847.30	\$1,312.14	\$25,652.70	\$10,492.62	\$0.00	\$36,145.32
17	Chelenza John	Soreness	2/25/2022	\$4,750.14	\$0.00	\$4,520.35	\$0.00	\$479.65	\$1,529.51
18	Stainbrook Kevin	Sprain Right knee	2/2/2022	\$1,690.24	\$1,218.34	\$0.00	\$9,746.72	\$0.00	\$26,030.77
39	Thornton Steven	Lung function impairment	3/30/2022	\$6,349.03	\$3,045.69	\$0.00	\$21,700.59	\$0.00	\$28,551.56
40	Matthesen Russell	Spirometry test failure	5/8/2022	\$3,368.92	\$12,858.38	\$0.00	\$28,795.54	\$0.00	\$38,726.62
41	Jung Adam	Strained left shoulder	5/11/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,342.72
52	Morlang Michael	Laceration left forearm	6/28/2022	\$833.01	\$0.00	\$0.00	\$0.00	\$0.00	\$13,166.99
53	Hulbert Thad	Sprain right knee	7/2/2022	\$33,047.66	\$0.00	\$5,000.00	\$0.00	\$0.00	\$1,752.34
60	Johnson Matthew	Snake bite to right hand	7/25/2022	\$19.49	\$0.00	\$0.00	\$0.00	\$0.00	\$12,630.51
63	Justus William	Sprain right shoulder	8/8/2022	\$0.00	\$0.00	\$23,053.50	\$0.00	\$0.00	\$23,053.50
64	Spencer Bryan	Sprained right knee	7/25/2022	\$8,509.04	\$3,071.04	\$0.00	\$0.00	\$0.00	\$8,790.96
66	Simmons David	Sprained right knee	8/21/2022	\$1,948.31	\$0.00	\$7,346.93	\$0.00	\$0.00	\$653.07
67	Ford Brett	Solitary pulmonary nodules in lungs	8/18/2022	\$3,557.81	\$20,016.79	\$0.00	\$4,765.90	\$0.00	\$3,204.76
69	Phillips Wesley	Sprain left knee	8/16/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,500.00
93	Gonzales Griselda	Dislocate L & R shoulders	10/14/2022	\$2,210.20	\$0.00	\$0.00	\$0.00	\$0.00	\$6,208.09
95	Wheeler Joseph	Sprain upper back and neck	10/22/2022	\$5,858.39	\$3,201.84	\$0.00	\$0.00	\$0.00	\$12,493.55
96	Hopson Antonio	Sprained right shoulder	10/28/2022	\$6,278.35	\$31,706.52	\$0.00	\$3,201.84	\$0.00	\$19,189.80
108	Ortega Ramon	Sprain - Right leg/Knee	12/19/2022	\$47.81	\$5,293.12	\$0.00	\$2,164.68	\$0.00	\$74,143.45
110	McDaniel Mike	Sprain to Right Knee	12/22/2022	\$33,267.97	\$9,531.80	\$5,000.00	\$1,323.28	\$0.00	\$21,686.33
TOTAL:				\$113,583.67	\$91,255.66	\$286,212.69	\$89,356.93	\$1,132.72	\$10,275.47
20 Claims listed									\$2,232.03
									\$50,031.80
									\$603,408.95

CLAIM YEAR	CLAIMANT NAME	POLICY NO	INJURY DESC	ENTRY DATE	CLOSED DATE	REQ/REQD	LITIGATED	COURT #	—REMAINING RESERVES— MEDICAL	ALLOC	PAIN/STU TO DATE— MEDICAL	ALLOC	TOTAL INCURRED— MEDICAL	ALLOC	STATUS
2022	Abbas John	70	Officer was involved in a vehicle accident on the highway while responding to a call	08/01/2022	05/07/2022				\$1.00	\$2.00	\$5,616.47	\$0.00	\$5,616.47	\$0.00	Q
2022	Book Colin	71	A civilian vehicle failed to yield at a flashing yellow intersection and hit the back of the passenger side of the vehicle	09/01/2022	05/06/2022				\$1.00	\$2.00	\$992.79	\$0.00	\$992.79	\$0.00	Q
2022	Brown William	72	Officer was involved in a vehicle accident on the highway while responding to a call	11/22/2022	11/17/2022				\$58.44	\$0.00	\$1,114.58	\$0.00	\$1,173.02	\$0.00	Q
2022	Carroll Anthony	73	Officer was involved in a vehicle accident on the highway while responding to a call	01/19/2022	01/30/2022			2023-010871	\$15.16	\$3.00	\$586.17	\$0.00	\$591.33	\$0.00	Q
2022	Carr James	74	Officer fell into a hole while in a foot patrol of a suspect	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Chen James	75	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Dawson Joshua	76	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Forrest Benjamin	77	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Frank James	78	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harrell Robert	79	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	80	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	81	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	82	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	83	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	84	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	85	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	86	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	87	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	88	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	89	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	90	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	91	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	92	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	93	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	94	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	95	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	96	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	97	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	98	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	99	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	100	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	101	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	102	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	103	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	104	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	105	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	106	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	107	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	108	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	109	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	110	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	111	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	112	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	113	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	114	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	115	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	116	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	117	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	118	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	119	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	120	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	121	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	122	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	123	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	124	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	125	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	126	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	127	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	128	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	129	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	130	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	131	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	132	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	133	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	134	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	135	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	136	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	137	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	138	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	139	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	140	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	141	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	142	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	143	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	144	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	145	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q
2022	Harris Robert	146	Officer was involved in a vehicle accident on the highway while responding to a call	09/15/2022	09/15/2022				\$4.00	\$0.00	\$1,207.49	\$0.00	\$1,211.49	\$0.00	Q

Date 05/25/23
Time 16:10:04

United Safety & Claims, Inc.
Reserve Activity
Company: 37061 City of Lawton
Reserve changes from 05/01/2023 thru 05/25/2023

POLICY PERIOD	TRANS DATE	CLAIM NBR	CLAIMANT	INJURY DATE	MEDICAL	----- RESERVES ----- ALLOCATED	COMPENSATION	NET CHANGE
2006	05/09/2023	27	Fox Jed	02/28/2006	\$-106.24	\$0.00	\$0.00	\$-106.24
2006	05/09/2023	27	Fox Jed	02/28/2006	\$0.00	\$-94.50	\$0.00	\$-94.50
POLICY TOTALS:					\$-106.24	\$-94.50	\$0.00	\$-200.74
2014	05/11/2023	81	Poff Timothy	08/15/2014	\$20,000.00	\$0.00	\$0.00	\$20,000.00
POLICY TOTALS:					\$20,000.00	\$0.00	\$0.00	\$20,000.00
2018	05/02/2023	51	Alvarez Louis	07/23/2018	\$2,000.00	\$0.00	\$0.00	\$2,000.00
POLICY TOTALS:					\$2,000.00	\$0.00	\$0.00	\$2,000.00
2020	05/05/2023	5	Apple James	01/20/2020	\$-163.29	\$0.00	\$0.00	\$-163.29
2020	05/05/2023	5	Apple James	01/20/2020	\$0.00	\$0.00	\$-10,783.56	\$-10,783.56
2020	05/05/2023	5	Apple James	01/20/2020	\$0.00	\$-1,754.19	\$0.00	\$-1,754.19
2020	05/09/2023	28	Preston Scott	04/08/2020	\$-1,011.30	\$0.00	\$0.00	\$-1,011.30
2020	05/09/2023	28	Preston Scott	04/08/2020	\$0.00	\$-31.34	\$0.00	\$-31.34
2020	05/10/2023	100	Henderson LaDonna	08/20/2020	\$-282.38	\$0.00	\$0.00	\$-282.38
2020	05/10/2023	100	Henderson LaDonna	08/20/2020	\$0.00	\$0.00	\$-5,500.00	\$-5,500.00
2020	05/10/2023	100	Henderson LaDonna	08/20/2020	\$0.00	\$-112.25	\$0.00	\$-112.25
2020	05/17/2023	50	Henderson LaDonna	05/25/2020	\$-2,312.11	\$0.00	\$0.00	\$-2,312.11
2020	05/17/2023	50	Henderson LaDonna	05/25/2020	\$0.00	\$-2,323.70	\$0.00	\$-2,323.70
2020	05/17/2023	50	Henderson LaDonna	05/25/2020	\$1.00	\$0.00	\$0.00	\$1.00
2020	05/17/2023	50	Henderson LaDonna	05/25/2020	\$-1.00	\$0.00	\$0.00	\$-1.00
POLICY TOTALS:					\$-3,769.08	\$-4,221.48	\$-16,283.56	\$-24,274.12
2021	05/05/2023	79	Williams Cynthia	10/29/2021	\$2,000.00	\$0.00	\$0.00	\$2,000.00
2021	05/05/2023	6	LaFrance Dylan	01/27/2021	\$-1,802.85	\$0.00	\$0.00	\$-1,802.85
2021	05/05/2023	6	LaFrance Dylan	01/27/2021	\$0.00	\$0.00	\$-170.02	\$-170.02
2021	05/05/2023	6	LaFrance Dylan	01/27/2021	\$0.00	\$-3,251.35	\$0.00	\$-3,251.35
2021	05/08/2023	79	Williams Cynthia	10/29/2021	\$15,000.00	\$0.00	\$0.00	\$15,000.00
2021	05/25/2023	91	Carr James	08/16/2021	\$600.00	\$0.00	\$0.00	\$600.00
POLICY TOTALS:					\$15,797.15	\$-3,251.35	\$-170.02	\$12,375.78
2022	05/02/2023	96	Hopson Antonio	10/28/2022	\$2,000.00	\$0.00	\$0.00	\$2,000.00
2022	05/02/2023	96	Hopson Antonio	10/28/2022	\$5,000.00	\$0.00	\$0.00	\$5,000.00
2022	05/02/2023	70	Alonzo John	08/27/2022	\$16.47	\$0.00	\$0.00	\$16.47
2022	05/02/2023	70	Alonzo John	08/27/2022	\$1.00	\$0.00	\$0.00	\$1.00
2022	05/03/2023	95	Wheeler Joseph	10/22/2022	\$23,000.00	\$0.00	\$0.00	\$23,000.00
2022	05/05/2023	69	Phillips Wesley	08/16/2022	\$-106.45	\$0.00	\$0.00	\$-106.45
2022	05/05/2023	62	Abraham Chad	08/08/2022	\$-3,245.12	\$0.00	\$0.00	\$-3,245.12
2022	05/10/2023	32	Nyhart Kyle	04/18/2022	\$-418.70	\$0.00	\$0.00	\$-418.70
2022	05/10/2023	37	Brown Hannah	05/03/2022	\$-280.52	\$0.00	\$0.00	\$-280.52
2022	05/10/2023	41	Jung Adam	05/11/2022	\$-2,257.28	\$0.00	\$0.00	\$-2,257.28
2022	05/10/2023	57	Wambolt Timothy	07/13/2022	\$-252.47	\$0.00	\$0.00	\$-252.47
2022	05/10/2023	63	Justus William	08/08/2022	\$-46.50	\$0.00	\$0.00	\$-46.50
2022	05/10/2023	63	Justus William	08/08/2022	\$0.00	\$0.00	\$-7,244.16	\$-7,244.16
2022	05/10/2023	65	Woods Gregory	08/15/2022	\$-178.48	\$0.00	\$0.00	\$-178.48
2022	05/10/2023	65	Woods Gregory	08/15/2022	\$0.00	\$-526.93	\$0.00	\$-526.93

2022	05/10/2023	103	Garrett Lonny	12/05/2022	\$-1,876.84	\$0.00	\$0.00	\$-1,876.84
2022	05/10/2023	104	Laminack Steven	12/05/2022	\$-959.94	\$0.00	\$0.00	\$-959.94
2022	05/12/2023	105	Alverson Jesse	12/08/2022	\$-190.75	\$0.00	\$0.00	\$-190.75
2022	05/12/2023	80	Cornish Cynthia	09/13/2022	\$-619.29	\$0.00	\$0.00	\$-619.29
2022	05/12/2023	76	Evilsizer Kenn	09/06/2022	\$-33.46	\$0.00	\$0.00	\$-33.46
2022	05/15/2023	75	Peterpaul Nicholas	08/31/2022	\$1,200.00	\$0.00	\$0.00	\$1,200.00
2022	05/16/2023	108	Ortega Ramon	12/19/2022	\$5,000.00	\$0.00	\$0.00	\$5,000.00
2022	05/16/2023	95	Wheeler Joseph	10/22/2022	\$3,000.00	\$0.00	\$0.00	\$3,000.00
2022	05/16/2023	95	Wheeler Joseph	10/22/2022	\$5,000.00	\$0.00	\$0.00	\$5,000.00
2022	05/18/2023	79	Carr James	09/13/2022	\$200.00	\$0.00	\$0.00	\$200.00
2022	05/22/2023	79	Carr James	09/13/2022	\$6.49	\$0.00	\$0.00	\$6.49
2022	05/23/2023	79	Carr James	09/13/2022	\$1.00	\$0.00	\$0.00	\$1.00
2022	05/23/2023	87	Lynch Brady	09/21/2022	\$-499.88	\$0.00	\$0.00	\$-499.88

POLICY TOTALS: \$33,459.28 \$-526.93 \$-7,244.16 \$25,688.19

2023	05/01/2023	24	Hughes Ty	01/22/2023	\$126.06	\$0.00	\$0.00	\$126.06
2023	05/03/2023	4	Climes Aaliyah	01/18/2023	\$26.50	\$0.00	\$0.00	\$26.50
2023	05/03/2023	31	Jacobi Travis	04/30/2023	\$1,500.00	\$0.00	\$0.00	\$1,500.00
2023	05/04/2023	6	Hampton David	01/24/2023	\$-675.75	\$0.00	\$0.00	\$-675.75
2023	05/05/2023	32	Hudson Christopher	04/19/2023	\$1,000.00	\$0.00	\$0.00	\$1,000.00
2023	05/05/2023	10	Smith Lauren	02/07/2023	\$-903.92	\$0.00	\$0.00	\$-903.92
2023	05/12/2023	33	Puetz Christopher	04/30/2023	\$1,500.00	\$0.00	\$0.00	\$1,500.00
2023	05/12/2023	9	Sparks Bobby	02/02/2023	\$9,000.00	\$0.00	\$0.00	\$9,000.00
2023	05/12/2023	9	Sparks Bobby	02/02/2023	\$0.00	\$0.00	\$8,316.00	\$8,316.00
2023	05/12/2023	34	Hall Joshua	05/05/2023	\$1,500.00	\$0.00	\$0.00	\$1,500.00
2023	05/12/2023	35	Whittington Robert	05/05/2023	\$1,500.00	\$0.00	\$0.00	\$1,500.00
2023	05/12/2023	2	Gonzalez Erick	01/10/2023	\$-210.57	\$0.00	\$0.00	\$-210.57
2023	05/12/2023	3	Gudger Jordan	01/11/2023	\$-652.93	\$0.00	\$0.00	\$-652.93
2023	05/12/2023	17	Howell Jacob	03/01/2023	\$-402.45	\$0.00	\$0.00	\$-402.45
2023	05/12/2023	20	Arzola Michael	03/10/2023	\$-942.30	\$0.00	\$0.00	\$-942.30
2023	05/12/2023	26	Tally Christopher	03/07/2023	\$-446.32	\$0.00	\$0.00	\$-446.32
2023	05/15/2023	36	King Thomas	05/11/2023	\$600.00	\$0.00	\$0.00	\$600.00
2023	05/15/2023	19	Harter Daniel	02/26/2023	\$-343.10	\$0.00	\$0.00	\$-343.10
2023	05/15/2023	5	Bates Natascha	01/20/2023	\$264.34	\$0.00	\$0.00	\$264.34
2023	05/15/2023	4	Climes Aaliyah	01/18/2023	\$200.00	\$0.00	\$0.00	\$200.00
2023	05/15/2023	29	Monostori Steven	03/27/2023	\$2,500.00	\$0.00	\$0.00	\$2,500.00
2023	05/16/2023	8	Solenberg Austin	02/09/2023	\$3,000.00	\$0.00	\$0.00	\$3,000.00
2023	05/16/2023	37	Hardzog Kevin	05/11/2023	\$600.00	\$0.00	\$0.00	\$600.00
2023	05/16/2023	38	Smith Kerie	05/09/2023	\$1,200.00	\$0.00	\$0.00	\$1,200.00
2023	05/16/2023	28	Stevenson Bryant	03/20/2023	\$-354.66	\$0.00	\$0.00	\$-354.66
2023	05/18/2023	14	Kizarr Robert	03/01/2023	\$10,000.00	\$0.00	\$0.00	\$10,000.00
2023	05/18/2023	14	Kizarr Robert	03/01/2023	\$0.00	\$0.00	\$17,962.68	\$17,962.68
2023	05/22/2023	4	Climes Aaliyah	01/18/2023	\$60.66	\$0.00	\$0.00	\$60.66
2023	05/22/2023	1	Mietchen Brad	01/04/2023	\$1,000.00	\$0.00	\$0.00	\$1,000.00
2023	05/22/2023	7	Walker Trey	02/02/2023	\$61.29	\$0.00	\$0.00	\$61.29
2023	05/23/2023	16	Folkert David	03/01/2023	\$-137.77	\$0.00	\$0.00	\$-137.77
2023	05/25/2023	39	Marple Jaime	05/23/2023	\$600.00	\$0.00	\$0.00	\$600.00

POLICY TOTALS: \$31,169.08 \$0.00 \$26,278.68 \$57,447.76

FINAL TOTALS: \$98,550.19 \$-8,094.26 \$2,580.94 \$93,036.87

ABSTRACT OF BIDS

I CERTIFY that I have opened, read, and recorded herein all bids received and listed below.

Signature: *Justine Guevara*

IFB/RFP Number RFPCL23-031		Page <u>1</u> of <u>1</u>		Bidder Number <u>1</u>		Bidder Number <u>2</u>		Bidder Number <u>3</u>	
IFB/RFP Title Worker's Compensation Administration Services		Date Opened: May 30, 2023		United Safety & Claims, Inc. Chali Stevens PO Box 471647 Tulsa, OK 74147 918-664-8816 chalis@unitedsafety.com		Central Adjustment Company, Inc. Cheryl Nail PO Box 25068 Little Rock, AR 72221 501-227-0924 cheryl.nail@centraladjustment.com		CCMSI William Beattie 2 East Main Street Danville, IL 61832 405-922-4009 wbeattie@ccmsi.com	
Accountant/Buyer/Contract Administrator Justine Guevara		Number of ADDENDA Issued NONE		Addenda Acknowledged N/A		Addenda Acknowledged N/A		Addenda Acknowledged N/A	
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS.....\$25,000: CERTIFICATE OF INSURANCE ENCLOSED:				As required Yes Yes Yes		As required Yes Yes Yes		As required Yes Yes Yes	
Item No.	Description of Bid Item	Est. Qty	Unit	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks
1	Worker's Comp Services	175	Claims	\$40,200.00		\$52,500.00		\$95,103.00	
2	Additional med claims over max	1	each	\$125.00		\$125.00		\$175.00	
3	Additional indemnity claims	1	each	\$1,000.00		\$500.00		\$1,350.00	
4	Additional med changes to indemnity	1	each	\$1,250.00			*N/A unless it exceeds max	N/A	

IFB/RFP Number RFPCL23-031		Page <u>1</u> of <u>1</u>		Bidder Number <u>1</u>	
IFB/RFP Title Worker's Compensation Administration Services		Date Opened: May 30, 2023		Claims Administrative Services, Inc. Dan Campbell 501 Shelley Drive Tyler, Texas 75701 903-509-8484 ext 5745 dan.campbell@cas-services.com	
Accountant/Buyer/Contract Administrator Justine Guevara		Number of ADDENDA Issued NONE		Addenda Acknowledged N/A	
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS.....\$25,000: CERTIFICATE OF INSURANCE ENCLOSED:				As required Yes Yes Yes	
Item No.	Description of Bid Item	Est. Qty	Unit	Unit Price	Amount / Remarks
1	Worker's Comp Services	175	Claims	\$39,995.00	
2	Additional med claims over max	1	each	\$150.00	
3	Additional indemnity claims	1	each	\$850.00	
4	Additional med changes to indemnity	1	each	\$700.00	

Item Title:

Consider extending contract RFPCL23-032 Temporary Employment Services to Express Employment Professional of Edmond, OK for an additional year.

Initiator: Craig Akard, Director

Information Source: Candy Brown, Deputy Director, Colbie Garrett, Buyer

Background:

The contract RFPCL23-032 is currently in effect until June 30, 2025. The vendor, Express Employment Professionals, has agreed to the contract extension with the same terms, conditions, and process. Express Employment Professionals has provided excellent service and has fulfilled the terms and conditions requested by the City of Lawton. Human Resources staff recommends extending the contract for an additional year.

Correlation to the True North Statement:

The extension of this contract signifies the city's proactive approach to workforce management, ensuring that municipal operations continue smoothly and are "Open for Business". By maintaining a flexible and responsive staffing strategy, Lawton positions itself as a city that is ready and capable of meeting the needs of its community and businesses.

Exhibit:

Department Recommendation Memo, Vendor Extension Form, Original Contract

Key Issues:

Does the City of Lawton wish to extend contract RFPCL23-032 to Express Employment Services for the Temporary Employment Services Contract for an additional year?

Funding Source:

Each Department will pay for their own temporary workers out of their Contract Labor account (50015)

Staff Recommended Council Action:

Extend contract RFPCL23-032 Temporary Employment Services to Express Employment Professional of Edmond, OK for an additional year.

ATTACHMENTS:

1. vendor Ext. Form Yr 3 -Signed
2. RFPCL23-032 Dept. Memo Yr 3 - Signed
3. Original Contract

CONTRACT EXTENSION FORM

CONTRACT TITLE: Temporary Employment Services
CONTRACT NUMBER: RFPCL23-032

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

1. The contract period is extended to **June 30, 2026**, by mutual agreement between the undersigned vendor and the City of Lawton, Oklahoma subject to funding availability beyond this fiscal year.
2. All other terms and conditions of the contract or any written modifications thereto remain unchanged.
3. The laws of the State of Oklahoma shall govern this contract.

WITNESS the hands of the parties hereto this 29 day of April, 2025

AFFIDAVIT:

STATE OF OKLAHOMA COUNTY OF OKLAHOMA

I, JOSEPH PAQUETTE (name of affiant), of lawful age, being first duly sworn, on oath says that:

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

OKLAHOMA TEMPORARY SVCS OF LAWTON, INC.
Firm: DBA EXPRESS EMPLOYMENT PROFESSIONAL

Address: 1321 NW SHERIDAN ROAD

LAWTON, OK 73505
(City, State, Zip)

Phone: 580-355-6002

SIGNATURE OF AUTHORIZED AGENT

JOSEPH PAQUETTE / VICE PRESIDENT

PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 29 day of April, 2025

Tracy Robertson
Notary Public

My Commission expires: 11/17/29

City of Lawton, Oklahoma
A Municipal Corporation



Stanley Booker, Mayor

ATTEST:

CITY CLERK

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

CITY ATTORNEY



Human Resources Department

212 SW 9th Street

Lawton, OK 73501

(580) 581-3392 Phone (580) 581-3530 fax

MEMORANDUM

TO: Colbie Garrett, Buyer Financial Services
THRU: Craig Akard, Human Resources Director *CA*
FROM: Candy Brown, Deputy Director Human Resources *CB*
RE: RFPCL 23-032 Temporary Employment Services
Recommendation to Extend Contract
DATE: April 18, 2025

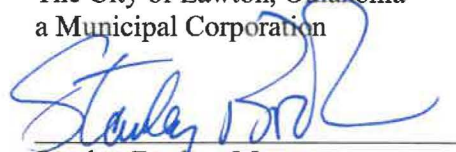
Contract RFPCL23-032 for City of Lawton's Temporary Employment Services, will expire on June 30, 2025. This policy has an extension option available.

Please take action to execute the renewal agreement with Express Employment Professionals for the upcoming policy year. Should additional information be needed please contact Human Resources at (580)581-3392.

CITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this
27th day of June, 2023.

The City of Lawton, Oklahoma
a Municipal Corporation


Stanley Booker, Mayor

ATTEST:


Traci Hushbeck, City Clerk

LEGAL REVIEW

APPROVED, as to form and legality on behalf of the City of Lawton on the 30th
day of June, 2023.


City Attorney



FINANCIAL SERVICES
212 SW 9th Street, Lawton, Oklahoma 73501
(580) 581-3328 FAX (580) 581-3438

MEMORANDUM

DATE: June 19, 2023

TO: City Council Members

Cc: John Ratliff, Interim City Manager
Dewayne Burk, Deputy City Manager
Kristin Huntley, Deputy Finance Director

FROM: Joe Don Dunham, Finance Director 

SUBJECT: **RFP CL23-032 Temporary Employment Services.**

RFP CL23-032 for Temporary Employment Services was sent for advertisement in the Lawton Constitution on May 3, 2023, and posted on the City's website on May 4, 2023. The bid packet was directly emailed to three (3) firms, Numuna Staffing, Express Employment Professionals, Certified Source Performance, and Onin Staffing. The following is a listing of bids received:

1. 22nd Century Technologies, Inc – McLean, VA
2. Onin Group – Birmingham, AL
3. Certified Source, Inc. – Tulsa, OK
4. Express Employment Professionals – Lawton, OK
5. Numuna Staffing, LLC – Lawton, OK
6. Medical Edge Recruitment, LLC – The Woodlands, TX

The bid opening was held on June 6, 2023. The Department Director of Human Resources has reviewed the bids and recommended Express Employment Professionals, Lawton, OK as the lowest and best bidder. The funding for this service will be from various departments from the FY 2024 operating funds.



Human Resources Department

212 SW 9th Street

Lawton, OK 73501

Phone (580) 581-3392 Fax (580) 581-3530

MEMORANDUM

TO: Justine Guevara, Accountant/Buyer/Contract Administrator Financial Services
THRU: Craig Akard, Human Resources Director
FROM: Candy Brown, Human Resources Deputy Director
RE: RFP CL 23-032 Temporary Employment Services Recommendation
DATE: June 09, 2023

The City of Lawton solicited request for proposals (RFPCL23-032) for Temporary Employment Services. Seven (7) proposals were received and reviewed. The lowest bid overall with the least markup cost was from Express Employment Professionals. (Please see attached bid comparison sheet) The department recommends awarding the contract to Express Employment Professionals. This bid meets specifications in all respects. The vendor is local.

City of Lawton REQUEST FOR PROPOSALS

MAIL SEALED PROPOSALS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES REGARDING FORMS: justine.guevara@lawtonok.gov
Date Proposal Typed: May 3, 2023	Date(s) Advertised: May 5, 2023	No Proposals Received After: June 6, 2023 2:00 P.M.
Proposal Number and Title: RFPCL23-032 Temporary Employment Services Requirements-type Proposal: ☒ yes ☐ no		Proposal valid until:
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm		
Vendor Name and Point of Contact: ESI/DBA Express Employment Professionals		Reason for No Proposal: Temporary Employment Services.
Mailing Address: 1920 N.W. Cache Rd.		
City: Lawton State: OK Zip: 73507	Delivery: Pam Dunbar	
Area Code and Phone Number: 580-355-6002	Email Address: Pam.dunbar@expresspros.com	
Federal Employer Identification Number or Social Security Number 84-0909680		

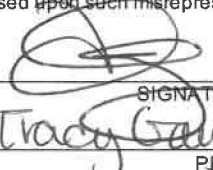
THIS PROPOSAL INVALID IF NOT SIGNED AND NOTARIZED

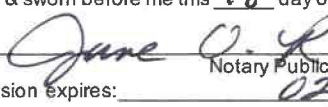
AFFIDAVIT:

STATE OF Oklahoma COUNTY OF Oklahoma, 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 this 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.

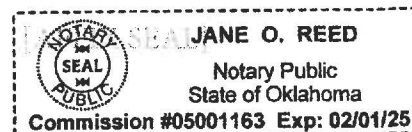
Firm: ESI/DBA Express Employment Professionals
 Address: 1920 N.W. Cache Rd
Lawton OK 73507
 (City, State, Zip)
 Phone: 580-355-6002

SIGNATURE OF AUTHORIZED AGENT

 PRINT/TYPE NAME/TITLE
Tracy Gay Regional Director

Subscribed & sworn before me this 18th day of May, 2023.

 Notary Public
 My Commission expires: 02/01/25

CONDITIONS FOR SUBMITTING PROPOSALS
PAGE 1 OF 11

FORM REVISED 2/14/22



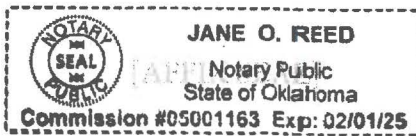
AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma

SS

COUNTY OF Oklahoma

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.



Express Services Inc. d/b/a
Express Employment Professionals @ locally
Business address of 1920 N.W. Cache Rd, Lawton
OK 73507

Signed
Print :

Tracy Gay

Attested to before me this 18th day of May 2023

Notary Public

Jane O. Reed

My Commission Expires 02/01/25 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 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

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.

RFPCLA 3-032

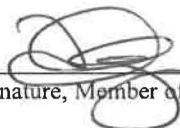
Contract Number

Express Services Inc. dba Express Employment
Professionals @ locally known address of
1920 N.W. Coker Rd. Lawton
OK
73507.

Name of Contractor (Print)

05/18/2023.

Date


Signature, Member of Firm or Officer of Corporation

Regional Director
Title

THIS IS AN AGREEMENT by and between the CITY of Lawton, A Municipal Corporation in the State of Oklahoma (hereinafter called CITY), and ESI/dba (hereinafter called VENDOR). CITY intends for VENDOR to provide temporary employment services for the City of Lawton.

EXPRESS EMPLOYMENT
PROFESSIONALS @
Locally known address
1920 N.W. 1
Cocke Rd
Lawton OK
73507

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

1. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall imply being delivered to the receiving dock, department stockroom, or other point specified. The CITY accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the VENDOR until accepted by the CITY. The VENDOR shall be responsible for filing, processing, and collecting all damage claims. However, to assist in the expeditious handling of damage claims, the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Landing.
 - b. Report damage (whether visible or concealed) to the carrier and VENDOR, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.
 - c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier and disposition given by the VENDOR, or for a reasonable time after notification to the VENDOR, whichever comes first.
 - d. Provide the VENDOR with a copy of the carrier's Bill of Landing and damage inspection report.
2. **SAFETY STANDARDS:** Unless otherwise agreed to in writing by the CITY and VENDOR, all manufactured items or fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act and any standards related to safety.
3. **SERVICE AND WARRANTY:** Unless otherwise indicated in this agreement, VENDOR expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to project guidelines stipulated in Attachment 'A'; VENDOR further warrants that same shall

be of good material and workmanship and free from defects. Any additional warranties that will be provided during the term of this agreement are included in Attachment 'A'.

4. **REMEDIES:** Failure to make delivery or to meet project guidelines authorizes the CITY to seek replacement goods or services elsewhere and to seek legal and equitable remedies against the defaulting VENDOR. If any of the goods and/or work performed fail to meet the warranties contained herein or in any proposal submitted, VENDOR, upon notice thereof from the CITY, shall promptly correct or replace the same at VENDOR'S expense. If VENDOR shall fail so to do, the CITY may cancel any agreement entered in whole or in part and pursue all other remedies available. After notice to the VENDOR, all such goods will be held at VENDOR'S risk. The CITY may, and at VENDOR'S direction shall, return such goods to VENDOR at VENDOR'S risk, and all transportation charges, both to and from original destination, shall be paid by VENDOR. Any payment for such goods shall be refunded by VENDOR unless VENDOR promptly corrects or replaces the same at its expense.

5. **LIABILITY:** The VENDOR shall hold and save the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the CITY harmless against the claims by third parties resulting from the VENDOR'S breach of this agreement or the VENDOR'S negligence.

6. **PRICES AND TERMS:** Prices and terms shall be as reflected in the VENDOR'S response to the RFP (Attachment A).

7. **ACCEPTANCE OF PURCHASE ORDERS:** VENDORS are to accept only those purchase orders issued by the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and employees of the CITY, prepared on Accounting Division Forms, unless instructed otherwise in the Request for Proposal (Attachment A) or this agreement.

8. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business, MAY NOT be passed on to the City of Lawton, its Departments, Boards, Commissions, Agencies, and Institutions. If price variations are allowed, they must be tied to a readily identifiable index which is free from control or influence by the VENDOR.

9. **SUMMARY OF TOTAL SALES:** VENDOR agrees to furnish City of Lawton a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as mutually agreed in by the parties.

10. **PAYMENT:**

- a. **INVOICING:** The VENDOR shall be paid within a reasonable time after submission of proper certified invoices to the CITY at the prices stipulated in this Agreement, including Attachment 'A'. Invoices shall contain the project number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The VENDOR shall be the only office authorized to receive orders, do the billing and invoicing, and receive payment. If the VENDOR wishes to ship or service from a point other than the home office, the VENDOR will furnish a written list of these locations to the CITY. HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM, NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.
- b. **REQUIREMENTS ONLY PURCHASES:** Billing shall be made in accordance with instructions by the Department or Division issuing the purchase order, and only for quantities ordered and delivered. The CITY reserves the right to purchase none of the product and/or services or more than the quantity indicated in Attachment 'A'.
- c. **TAXES:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
- d. **DISCOUNTS:** VENDORS may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for proposal evaluation purposes. VENDORS are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct Invoice at the office specified, whichever is later.

11. **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 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.

12. **CONFLICT OF INTEREST:** This Contract Request is subject to the provisions of City of Lawton Charter and City Code and the laws of the State of Oklahoma. All VENDORS must disclose 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, VENDOR must disclose the name of any CITY employee who owns, directly or indirectly, an interest of five percent (5%) or more in the VENDOR'S firm or any of its branches.

13. **PATENTS AND ROYALTIES:** The VENDOR, without exception, shall indemnify and save harmless the CITY of Lawton, Its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of this contract, including its use by the City of Lawton. If the VENDOR uses any design, device or materials covered by trademark, patent, or copyright, it is mutually agreed and understood without exception that the prices of goods and services shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.

14. **FACILITIES:** The CITY reserves the right to inspect the VENDOR'S facilities at any time with reasonable prior notice.

15. **BANKRUPTCY:** If the VENDOR becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the VENDOR, or if a receiver is appointed for the VENDOR, the CITY shall have the right to terminate this agreement upon written notice to the VENDOR without prejudice to any claim for damages or any other right of the CITY under this agreement.

16. **ASSIGNMENT:** This agreement shall not be assigned by the VENDOR without written consent of the CITY.

17. **INSURANCE:** 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:

- a. **General Liability:** The VENDOR shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by State law. In addition, the VENDOR shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence, one hundred twenty-five thousand
-

dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$ 1,000,000) for any number of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the CITY. A current certificate, showing that the VENDOR has in force and effect such insurance, shall be maintained on file with the City Clerk of the CITY.

- b. Automobile Liability: The VENDOR shall procure and maintain in full force and effect, for the term of the project, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the VENDOR shall have, during the term of the project, vehicle liability coverage as outlined in the attached project guidelines. If higher coverage is required by any regulatory entity with oversight of the VENDOR'S business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the aforementioned. A current certificate showing that the VENDOR has in force and effect such insurance, shall be maintained on file with the City Clerk of the CITY.
- c. Workers' Compensation: The VENDOR shall procure and maintain in full force and effect for the period of the project, full Workers' Compensation insurance in accordance with the laws of the State of Oklahoma to protect the VENDOR and the CITY against liability under the Workers' Compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the VENDOR has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the CITY.

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

- a. VENDOR specifically agrees that it shall not be grounds to alter the terms of any proposal submitted and that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, 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 hereof.

- b. When time is not of the essence, this contract shall be inoperative during such period that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the VENDOR has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.

19. **DISCRIMINATION:** VENDOR agrees, in connection with the performance of work under this agreement:

- a. VENDOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental Impairment. The VENDOR shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry, or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The VENDOR agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth provisions of this section.
- b. The VENDOR agrees to include this non-discrimination clause in any subcontract connected with the performance of this agreement.
- c. In the event of the VENDOR'S non-compliance with the above nondiscrimination clause, this agreement may be terminated by the CITY. The VENDOR may be declared terminated by the CITY until satisfactory proof of intent to comply is made by the VENDOR.

20. **TERMINATION FOR CONVENIENCE OF THE CITY:**

- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under this agreement 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 accomplished by the delivery to the VENDOR of a notice of termination specifying the extent to which

performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.

- c. After receipt of a notice of termination, the VENDOR shall stop work and/or place no further orders under this agreement on the date and to the extent specified in the notice of termination.

21. **DISPUTES:**

- a. Governing Law: This agreement shall be governed by the laws of the State of Oklahoma.
 - b. Negotiation: Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within thirty (30) days from the Notice of Dispute, either Party may request mediation.
 - c. Non-binding Mediation: If mediation is requested the parties will select an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. Unless mutually agreed otherwise by the parties, any mediation brought under this section will be held in Lawton, Oklahoma.
 - d. Litigation, Venue, and Jurisdiction: If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation or if mediation is not requested within forty-five (45) days of receipt of the Notice of Dispute, either Party may then submit the Dispute to a court of competent jurisdiction in the State of Oklahoma. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement. Venue
-

of any such action will be the Oklahoma District Court of Comanche County, Oklahoma, or the Federal Court for the Western District of Oklahoma, whichever is appropriate. Nothing herein shall prevent either party from proceeding to court earlier, if necessary to protect the public health and safety.

22. BUILDING INFORMATION MODELING (BIM) DELIVERABLES:

- a. The VENDOR shall furnish design data with computations for all improvements involved in this contract.
- b. VENDOR will provide the CITY with Instruments of Service in electronic readable format. These Instruments of Service will be in addition to any other deliverables expressed in any part of this agreement, its exhibits, and attachments. The Instruments of Service consists of any and all project data to include, but not limited to, building information modeling (BIM) data; all partial, intermediate, and final versions of BIM models, AutoCad renderings, or similar 2-D or 3-D computer-aided designs or drafts; any and all AutoCad data and the like; all files, drawings, specifications, models, sketches, digital representations, and design documents.
- c. All aforementioned files, renderings, and data remain the CITY's property to be delivered at the completion of each task and phase of the project, and at any time upon the CITY'S request. The Instruments of Service will be provided to the CITY in dgn format, or with the approval of the CITY, in a similar format translatable to .dxf and .dwg formats.
- d. The VENDOR also grants the CITY an unlimited license to use this data for the operations, maintenance, marketing, and any other purpose related to the effective implementation of the project, but not to be used for any other future projects.
- e. The CITY retains ownership of all copyrights relating to all drawings, models, and data.
- f. The CITY'S rights as described herein to the Instruments of Service supersedes all prior or contemporaneous negotiations, commitments, agreements, and writings with respect to the subject matter, and all such other negotiations, commitments, agreements, exhibits, attachments, and writings will have no further force or effect.

- g. The VENDOR will be held responsible for any mistakes or omissions in the work of the VENDOR, which appear during the final review by the CITY or during construction and will be required to do any work necessary to correct the mistakes or omissions in his work, without additional compensation.

23. **INTEGRATED AGREEMENT:** The General Conditions, terms, and requirements set forth in Attachment 'A' Request for Proposal and Response, including Pricing and Product Specifications (including references to the VENDOR'S "catalog", if any), are incorporated into this Contract. This writing, with any attachments hereto, constitutes the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. If there is any conflict or disagreement between the conditions and terms in this Agreement and the conditions and terms in the incorporated Attachment 'A' the conditions and terms in this Agreement shall supersede the conflicting language in Attachment 'A'.

24. **MODIFICATION:** This Contract may not be modified except in writing and signed by both parties.

- Signature Page Follows -

SIGNATURE PAGE

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation


STAN BOOKER, MAYOR

ATTEST:


TRACI HUSHBECK, CITY CLERK

APPROVED as to form and legality on behalf of the CITY of Lawton, Oklahoma,
this 30th day of June, 20 23.


JOHN RATLIFF, CITY ATTORNEY


VENDOR: Express Services Inc / DEA
Express Employment Professionals @ ideally4
known address of 1920 N.W. Cache Rd, Lawton
OK 73507
Tracy Gay
Printed Name

Regional Director
Title

ATTACHMENT 'A'
REQUEST FOR PROPOSAL AND RESPONSE,
INCLUDING REQUIREMENTS AND
QUALIFICATIONS

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: S23-05

SPECIFICATION TITLE: Temporary Worker

APPROVAL DATE: 4/24/2023

INTRODUCTION: The City of Lawton is issuing this Request for Proposal (RFP) to temporary employment service companies in order to assess the quality of, and costs associated with, providing temporary workers for various divisions of the City of Lawton. The City of Lawton believes this RFP will identify interested temporary employment service companies which are capable of providing a professional level of service in providing temporary workers for various projects.

The classification of workers is described below. The contractor shall furnish and supply the listed employees in accordance with the terms, conditions set for herein.

The "Contracting Entity", as used throughout these specifications, shall mean the City of Lawton.

1. WAGE RATE:

- a) Bids will only be accepted on an hourly rate. Please list the hourly rate the City of Lawton will be billed for each type of worker and also list the hourly rate of pay the temporary worker will receive. Overtime is to be controlled by the vendor to ensure the City of Lawton incurs no such rate.
- b) Vendor will comply with all local, state and federal regulations and guidelines.

2. ORDER RESPONSE:

- a) The vendor unconditionally guarantees the performance of all temporary personnel of the first four hours of the assignment. If the authorized agent of the City of Lawton deems the employee unacceptable, no cost is to be incurred by the City of Lawton and a replacement person will be sent by the vendor.
- b) To ensure quality and compliance with the assessed needs of the City of Lawton, the vendor is required to comply with the following:
 - i. Confirmation of the order within the first half-hour.

- ii. Arrival check within the first hour of the scheduled time on a given day.
- c) Job tasks consist of routine standardized operations following established procedures. The worker must be able to work independently while performing tasks. The employee works closely with others, while under general supervision. Difficulty is limited to making common sense decisions concerning the safe operation of equipment. Variables encountered are many and concrete in nature, with non-procedural decisions referred to a supervisor.
- d) Statistics, which show the ability of the vendor to supply large numbers of personnel in short time frames, are to be supplied.
- e) Vendor should provide a list of current or previous clients, with the names of contact persons, with whom temporary services have been provided.
- f) Services including the following:
 - iii. **Type One Worker** - Examples of duties and skills required are:
 - Ability to perform routine tasks that are associated with clerical work;
 - Ability to establish and maintain filing system;
 - Ability to communicate well;
 - Ability to perform telephone duties effectively; and
 - Vendor to test employee and ensure that applicant exhibits speed and accuracy in the following areas: tying, grammar, spelling and punctuation.
 - iv. **Type Two Worker** – Examples of duties and skills required are:
 - Must perform task of picking up refuse collection from curbside, alley or house side, as directed;
 - Must have the ability to lift loads to a maximum of 75 pounds;
 - Must be physically able to do walking required during a 10-hour work day;
 - Must perform task of picking up litter from street, ditches and rights-of-way as directed;
 - Must perform heavy manual labor for extended periods of time;
 - Must have general knowledge of proper use of a wide variety of hand/power tools;
 - Ability to perform various maintenance duties as directed and maintain a clean and safe facility;
 - Ability to oversee recreational activities and maintain orderly conduct;
 - Ability to prepare activity report; and

- Ability to work extended hours or evening, night or weekend shift.
- v. **Type Three Worker** – Examples of duties and skill required are:
- Ability to operate specialized equipment; and
 - Possession of required certification in specialized field
- vi. **Type Four Worker** – Examples of duties and skills required are:
- Knowledge of materials, methods, techniques, tools and equipment used in areas of specialization (i.e. chlorine usage, water quality of pools;
 - Ability to train others in safe operation of equipment;
 - Ability to supervise a small crew;
 - Ability to enforce policies and procedures of facilities; and
 - Ability to oversee facility and respond to emergencies.
- g) Any other special requirements for the above workers will be provided when the request for a temporary employee is made.

3. **LIABILITY AND PROPERTY DAMAGE INSURANCE:**

- a) **PROOF OF INSURANCE COVERAGE (AS LISTED IN ITEMS B AND C OF THIS SECTION) MUST BE SUBMITTED PRIOR TO THE CITY ENTERING INTO AN AGREEMENT.** Failure to do so may result in the rejection of the bid as non-responsive. Certificates of Insurance shall be delivered to the City of Lawton prior to the commencement of the agreement.
- b) In this connection, the contractor shall carry workers' compensation in accordance with state laws. The contractor shall also carry employer's liability insurance in the following amounts:
- **PROPERTY DAMAGE LIABILITY:** Limits shall be carried in the amount of not less than twenty-five thousand dollars (\$25,000) to any one person for any number of claims for damage to or destruction of property, including, but not limited to, consequential damages arising out of a single accident or occurrence.

- All OTHER LIABILITY: In the amount of not less than one hundred thousand dollars (\$100,000) for claims, including accidental death, personal injury and all other claims to any one person out of a single accident or occurrence.
- A company licensed by the State of Oklahoma Insurance Commissioner's office and accepted by the City of Lawton shall issue the insurance policies. The City of Lawton shall be furnished with a certificate of insurance, which shall provide that such insurance shall not be changed or canceled without ten days prior written notice to the City of Lawton. The policies shall list the City of Lawton as an additional insured.

4. LIABILITY AND PROPERTY DAMAGE RESPONSIBILITIES

Bids may be submitted for either or both categories shown below.

CATEGORY I:

The CONTRACTOR will assume responsibility and liability for damages to Property and injuries to person, caused by or arising out of the operation of a City owned vehicle or equipment operated by a temporary worker provided to the city by contractor. Contractor shall carry Workers' Compensation coverage as provided in numbered paragraph 34c of the General Conditions for Bidding Requirements.

CATEGORY II:

The CITY will assume responsibility and liability for damages to property and injuries to person, in an amount not to exceed the limits authorized by the Oklahoma Governmental Tort Claims Act, caused by or arising out of the operation of a City owned vehicle or equipment operated by a temporary worker provided to the City by Contractor. The City's assumption of responsibility and liability applies only to third parties and not to the temporary worker provided by Contractor shall continue to carry Workers' Compensation coverage as provided in numbered paragraph 34c of the General Conditions for Bidding Requirements.

5. PAYMENT/INVOICE:

- a) Payments will be processed promptly after completion of particular Division' project and after receipt of properly prepared invoices. In addition, a notarized affidavit of payments in excess of \$1,000 must be submitted with the bid.

b) Invoices must contain the following information:

- i. Vendor's name and address;
- ii. Name of City of Lawton Department/Division requesting employees services;
- iii. Contract Number;
- iv. Itemization (hours worked/per hour rate/etc.) of each individual provided;
- v. Total amount of invoice; and
- vi. Dates service performed.

c) Time sheets are to be compared with the authorized agent of the City of Lawton to verify accuracy. This is to be completed by the 5th day of the month after performance of the work. Invoices are to be submitted on a monthly basis prior to the 10th day of the month after performance.

d) Monthly payments for purchases made against this contract have an average processing time of 15-30 calendar days. Because statutes prohibit the contracting entity from paying late payment charges, bidder should take this into consideration when calculating bid prices and/or discounts offered.

6. OTHER

a) This request does not commit the City of Lawton to award a contract, pay cost incurred in the preparation of a response to this request, or to procure or contract for services.

Proposal Number: RFPCL23-032

Proposal Title: Temporary Employment Services

Vendor Name:

Express Employment Professionals

(Please complete above information)

Proposal Price Sheet

(Must be completed and returned with the proposal)

Catagory	Description	City of Lawton Per Hour Price	Temporary Worker Per Hour Pay
Type One Worker	Ability to perform routine tasks that are associated with clerical work. Ability to establish and maintain filing systems. Ability to communicate well. Ability to perform telephone duties effectively. Vendor to test employee and ensure that applicant exhibits speed and accuracy in the following areas: tying, grammar, spelling and punctuation.	\$14.30 - \$16.90/hr	\$11.00/hr - \$13.00/hr
Type Two Worker	Must perform task of picking up refuse collection from curbside, alley, or house side, as directed. Must have the ability to lift loads to a maximum of 75 pounds. Must be physically able to do walking required during a 10-hour workday. Must perform task of picking up litter from street, ditches and rights-of-way as directed. Must perform heavy manual labor for extended periods of time. Must have general knowledge of proper use of a wide variety of hand/power tools. Ability to perform various maintenance duties as directed and maintain a clean and safe facility. Ability to oversee recreational activities and maintain orderly conduct. Ability to prepare activity reports. Ability to work extended hours or evening, night or weekend shift	\$13.20/hr - \$19.80/hr	\$10.00/hr - \$15.00/hr
Type Three Worker	Ability to operate specialized equipment. Possession of required certification in specialized field	\$17.16/hr	\$13.00/hr - \$17.00/hr
Type Four Worker	Knowledge of materials, methods, techniques, tools and equipment used in areas of specialization (i.e. chlorine usage, water quality of pools). Ability to train others in safe operation of equipment. Ability to supervise a small crew. Ability to enforce policies and procedures of facility. Ability to oversee facility and respond to emergencies	\$19.80/hr - \$26.40/hr	\$15.00/hr - \$20.00/hr

Notes:

1. As per specifications attached
2. This is a requirement contract
3. There are insurance requirements for this contract
4. Please submit two copies of any additional documents such as descriptive literature.

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

ABSTRACT OF BIDS

I CERTIFY that I have opened, read, and recorded herein all bids received and listed below:

Signature: Justine Guevara

CLRFP Number RFPCL23-032		Page <u>1</u> of <u>1</u>		Bidder Number <u>1</u>		Bidder Number <u>2</u>		Bidder Number <u>3</u>			
CLRFP Title Temporary Employment Services		Date Opened: June 6, 2023		22nd Century Technologies, Inc. Yesamine Rafik 8251 Greensboro Drive, Suite 900 McLean, VA 22102 866-537-9191 ext 2 sledproposals@bcti.com		The Orin Group Douglas Lewis 3800 Colonnade Pkwy Suite 300 Birmingham, AL 35243 205-268-7233 dlewis@onlinestaffing.com		Certified Source, Inc. Stacy Karger 6658 S. Utica Ave Tulsa, OK 74138 405-613-9294 stacy.karger@certifiedsource.com			
Accountant/Buyer/Contract Administrator Justine Guevara		Number of ADDENDA Issued NONE		Addenda Acknowledged N/A		Addenda Acknowledged N/A		Addenda Acknowledged N/A			
		DELIVERY: CORPORATE AFFIDAVIT OF CERTIFICATE OF INSURANCE		As required Yes Yes N/A		As required Yes Yes N/A		As required Yes Yes N/A			
Item No.	Description of Bid Item	Est. Qty	Unit	City of Lawton Per Hour Price	Temporary Worker Per Hour Pay	City of Lawton Per Hour Price	Temporary Worker Per Hour Pay	City of Lawton Per Hour Price (43%)	Temporary Worker Price Per Hour (43%)	City of Lawton Per Hour Price (40%)	Temporary Worker Price Per Hour (40%)
1	Type One Worker	1	hour	\$15.60-\$19.50	\$12.00-\$15.00	\$22.08	\$16.00	\$14.30-\$21.45	\$10-\$15	\$14-\$21	\$10-\$15
2	Type Two Worker	1	hour	\$15.60-\$20.15	\$12.00-\$15.00	\$23.46	\$17.00	\$14.30-\$21.45	\$10-\$15	\$14-\$21	\$10-\$15
3	Type Three Worker	1	hour	\$20.80-\$26.65	\$16.00-\$20.50	\$28.29	\$20.50	\$20.02-\$25.74	\$14-\$18	\$19.60-\$25.20	\$14-\$18
4	Type Four Worker	1	hour	\$20.80-\$26.91	\$16.00-\$20.70	\$31.05	\$22.50	\$21.45-\$25.74	\$15-\$18	\$21-\$25.20	\$15-\$18

CLRFP Number RFPCL23-032		Page <u>1</u> of <u>1</u>		Bidder Number <u>4</u>		Bidder Number <u>5</u>		Bidder Number <u>6</u>	
CLRFP Title Temporary Employment Services		Date Opened: June 6, 2023		Express Employment Professionals Pam Dunbar 1920 NW Cache Rd. Lawton, OK 73507 580-355-8002 pam.dunbar@expres.com		Numunu Staffing, LLC Rondell Terry 1003 SW B Ave Lawton, OK 73501 580-280-2268		Medical Edge Recruitment, LLC. Julie Kennedy 6886 New Trails Drive, Suite 120 The Woodlands, TX 77381 713-867-8709 jkenedy@medicaledge.com	
Accountant/Buyer/Contract Administrator Justine Guevara		Number of ADDENDA Issued NONE		Addenda Acknowledged N/A		Addenda Acknowledged N/A		Addenda Acknowledged N/A	
		DELIVERY: CORPORATE AFFIDAVIT OF CERTIFICATE OF INSURANCE		As required Yes Yes N/A		As required Yes Yes Yes		As required Yes Yes Yes	
Item No.	Description of Bid Item	Est. Qty	Unit	City of Lawton Per Hour Price	Temporary Worker Per Hour Pay	City of Lawton Per Hour Price	Temporary Worker Per Hour Pay	City of Lawton Per Hour Price	Temporary Worker Price Per Hour
1	Type One Worker	1	hour	\$14.30-\$16.90	\$11-\$13	\$16.75-\$25	\$10-\$15	\$14-\$20	\$9-\$13
2	Type Two Worker	1	hour	\$13.20-\$19.80	\$10-\$15	\$18-\$27	\$10-\$15	\$14.50-\$21.50	\$9-\$14
3	Type Three Worker	1	hour	\$17.16	\$13-\$17	\$21-\$28	\$15.01-\$20	\$21-\$28	\$14-\$19
4	Type Four Worker	1	hour	\$19.80-\$26.40	\$15-\$20	\$21-\$28	\$15.01-\$20	\$21-\$28	\$14-\$19

CLRFP Number RFPCL23-032		Page <u>1</u> of <u>1</u>		Bidder Number <u>7</u>	
CLRFP Title Temporary Employment Services		Date Opened: June 6, 2023		SoftHQ, Inc. Krantl Ponnam 6494 Weathers Place, Suite 200 San Diego, CA 92121 858-658-9200 rpf@softhqinc.com	
Accountant/Buyer/Contract Administrator Justine Guevara		Number of ADDENDA Issued NONE		Addenda Acknowledged N/A	
		DELIVERY: CORPORATE AFFIDAVIT OF CERTIFICATE OF INSURANCE		As required Yes Yes N/A	
Item No.	Description of Bld Item	Est. Qty	Unit	City of Lawton Per Hour Price	Temporary Worker Per Hour Pay
1	Type One Worker	1	hour	\$22.94-\$48.10	\$15.50-\$32.50
2	Type Two Worker	1	hour	\$22.94-\$48.10	\$15.50-\$32.50
3	Type Three Worker	1	hour	\$25.90-\$48.10	\$17.50-\$32.50
4	Type Four Worker	1	hour	\$27.38-\$48.10	\$18.50-\$32.50

Item Title:

Consider rejecting all bids for RFPCL25-017 Dry Stall Structure at Lake Lawtonka – Robinsons Landing.

Initiator: Larry Parks, Director

Information Source: James Bonnarens, Lakes - Superintendent, Colbie Garrett, Buyer

Background:

The City of Lawton Finance Department issued RFPCL25-017 for a dry stall structure at Lake Lawtonka – Robinson's Landing, with bid invitations sent on March 14, 2025, and bids opened on April 9, 2025. A total of four responsive bids and one non-responsive bid were received. However, following guidance from the City Attorney, this project must be bid as a public construction contract through the Engineering Department rather than through the RFP process. As a result, all previously received bids must be rejected, and the process will need to be restarted.

Correlation to the True North Statement:

The new Dry Stall Structure at Lake Lawtonka will enhance the experience for our citizens, providing world-class customer service as they enjoy their time at the lake. To ensure fairness and transparency during the vendor bidding process, we are committed to offering equal opportunities to all vendors. Restarting the bidding process reflects our dedication to maintaining integrity and alignment with the True North statement.

Exhibit:

Bid Results and Bid Tabulation

Key Issues:

Does the City of Lawton wish to reject all bids for RFPCL25-017 Dry Stall Structure at Lake Lawtonka – Robinsons Landing?

Funding Source:

N/A

Staff Recommended Council Action:

Reject bids for RFPCL25-017 Dry Stall Structure at Lake Lawtonka – Robinsons Landing.

ATTACHMENTS:

1. Abstract
2. RFPCL25-017 Bid Results

I CERTIFY that I have opened, read, and recorded herein all bids received and listed below:

Signature: *Colbie Garrett*

ABSTRACT OF BIDS

CL/RFP Number RFPCL25-017	Page <u>1</u> of <u>1</u>	Bidder Number <u>1</u>	Bidder Number <u>2</u>	Bidder Number <u>3</u>	Bidder Number <u>4</u>	Bidder Number <u>5</u>
CL/RFP Title Dry Stall Structure at Lake Lawtonka - Robinsons Landing	Date Opened: April 9, 2025	Elgin Roofing Chris Chappelle PO Box 4 Sterling, OK 73567 580-512-9463 chris@elginroofing.com	Kaleidoscope Construction LLC Garhett Rose 1113 SW 126th St Oklahoma City, OK 73170 405-546-0011 Garhett.Kaleidoscopeconst@gmail.com	Ryan Herring Construction Trent Newell PO Box 3001 Lawton, OK 73502 580-355-7752 trent@herringconstructioninc.com	HillBro's Welding & Construction LLC Coby Hill 714 East 3rd St. Burkburnett Tx 76354 940-867-4028 Hillbros welding@yahoo.com	Non- Responsive Clyde Riggs Construction Davis Canton 201 NE 70th St Oklahoma City, OK 73105 405-657-9994 davisc@clyderiggs.com
Fincancial Services: Buyer Colbie Garrett	Number of ADDENDA Issued NONE	Addenda Acknowledged N/A	Addenda Acknowledged N/A	Addenda Acknowledged N/A	Addenda Acknowledged N/A	Addenda Acknowledged N/A
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS.....\$25,000: CONTRACTOR'S CERTIFICATE OF COMPLIANCE		As required Yes Yes Yes	As required Yes Yes Yes	As required Yes Yes Yes	As required Yes Yes Yes	As required Yes N/A N/A
		Proposal Total	Proposal Total	Proposal Total	Proposal Total	Proposal Total
		\$249,097.53	\$478,400.00	\$344,055.00	\$240,180.00	\$321,018.00

City of Lawton REQUEST FOR PROPOSALS

MAIL SEALED PROPOSALS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES REGARDING FORMS: Colbie.Garrett@lawtonok.gov ACCEPTING ELECTRONIC BIDS ON: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Proposal Typed: March 12, 2025	Date(s) Advertised: March 14, 2025	No Proposals Received After: April 9, 2025	
Proposal Number and Title: RFPCL25-017 Dry Stall Structure at Lake Lawtonka - Robinson's Landing		Proposal valid until: 30 days	
Requirements-type Proposal: ☒ yes ☐ no		2:00 P.M.	
Bid Openings are held at Lawton City Hall 3rd Floor Finance Conference Room 212 SW 9th St. Lawton, OK 73501 @ 2:00pm			
Vendor Name and Point of Contact: Elgin Roofing LLC		Reason for No Proposal:	
Mailing Address: PO Box 4, '			
City: Sterling	State: OK	Zip: 73567	Delivery:
Area Code and Phone Number: 580 512 9463		Email Address: Chris@elginroofingok.com	
Federal Employer Identification Number or Social Security Number 87-0839806			

THIS PROPOSAL INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT:

STATE OF Oklahoma

COUNTY OF Comanche

, of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid 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: Elgin Roofing
 Address: P.O. Box 4
Sterling, OK 73567
 (City, State, Zip)
 Phone: 580 512 9463

SIGNATURE OF AUTHORIZED AGENT

Christopher Chappelle, Jr. Owner

 PRINT/TYPE NAME/TITLE
 Christopher Chappelle, Jr. Owner
 Subscribed & sworn before me this 9 day of April, 2025

Angel Weatherly

 My Commission expires: 09/27/2027
 Notary Public

CONDITIONS FOR SUBMITTING PROPOSALS
PAGE 1 OF 11

FORM REVISED 2/14/22

Notary Public - State of Oklahoma
Angel Weatherly
 Commission #23013085
 Expires September 27, 2027

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

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

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

ELECTRONIC SEALED DOCUMENTS: The Electronic Bid Submission (EBS) is the electronic transfer of proposal bid data between a supplier and a contracting authority. The EBS feature on Bidnet Direct allows suppliers to submit bids/proposals online via Bidnet Direct. The EBS feature includes safeguards to ensure the security and authenticity of the material being transferred. Vendors must be registered at <https://www.bidnetdirect.com/oklahoma> to participate in EBS. Submitted documents are stored securely with a high level of security. All bids remain encrypted and not readable until bids are opened by the buyer and only after the closing date and time have passed.

1. **EXECUTION OF PROPOSAL SUBMISSION:** Proposal documents must contain an original signature of authorized representative in the space provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY VENDOR TO PROPOSAL MUST BE INITIALIZED.** Do not use white out, correction tape or some other method of masking a correction.
2. **NO PROPOSAL:** If not submitting a proposal, respond by returning page one (1), marking it "NO PROPOSAL SUBMITTED," and explain the reason in the space provided. Failure to submit a proposal three (3) times in succession shall be cause or removal of the supplier's name from the information mailing list, without further notice. **NOTE:** To qualify as having responded, a vendor must submit a "NO PROPOSAL SUBMITTED," and it must be received no later than the stated proposal opening date and hour.
3. **OBJECTIONS/CHALLENGES:** should a vendor have an objection to or challenge the request, the vendor is responsible for making this known in writing so as to reach the City Clerk no later than seven (7) calendar days prior to the deadline for submission of proposals. The envelope shall be marked in such a way to alert the City Clerk of the urgency in order to immediately notify the Purchasing Division. The envelope will be marked indicating that the content is a challenge to a specified Request for Proposal. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list, or who have submitted proposals prior to the date and time for proposal submission, will be provided an addendum which addresses the

challenge. Challenges/Objections not considered valid will be so stated to the objecting party.

4. **PROPOSAL OPENING:** Proposal opening occurs at the time specified on the proposal form. It is the vendor's responsibility to assure that the proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not delivered at the proper time and place will not be considered. Proposals by telegram, facsimile or telephone are not acceptable. NOTE: Proposals may be examined during normal working hours by appointment, after the date and time of proposal opening. Proposals become the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF PROPOSAL:** Proposals may be withdrawn at any time prior to the proposal opening date and time. After proposals are opened, all proposals will be considered firm and valid until accepted or rejected by the City.
6. **AWARDS:**
 - a. As the best interest of the City may require, the right is reserved to:
 1. Accept any individual item, group of items, all or none, or a combination thereof contained within a proposal.
 2. To modify a suggested project, based upon proposals received.
 3. To reject any and all proposals or waive any minor irregularity or technically in proposals received.
 - b. Vendors are cautioned to make no assumptions regarding their success on the awarding of any contract. The City reserves the right to excerpt portions of proposals and recombine them in any combination, which may then be submitted to prospective vendors as an Invitation for Bid.
7. **ACCEPTANCE OF PROPOSAL:** This document constitutes only the vendor's proposal until it is accepted by the City Council for the City of Lawton and a contract is executed by the Mayor and City Clerk on behalf of the City of Lawton.
8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision(s), or minor project guideline deviation(s) when considered to be in the best interest of the City.
9. **CHANGES TO PROJECT GUIDELINES:** Proposals are to be submitted in accordance with the project guidelines provided. Any exceptions to the project guidelines must be indicated in the place provided on the specifications page(s) or by separate letter from the vendor, if place is not provided on the specifications page(s). Changes in project guidelines reducing the quality, versatility or applicability of the product or service may cause the rejection of the proposal. The City shall make the final determination. Failure to put the City on notice of any deviation from the project guidelines may cause the proposal to be rejected at the discretion of the City.
10. **MISTAKES:** Vendors are expected to examine the project guidelines, delivery schedule, proposal prices and all instructions pertaining to supplies and services. Failure to do so will be at vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.

11. **INFORMATION:** The vendor must provide information pertinent to items proposed. Complete catalogs are not necessary. If furnished, however, the vendor must identify the exact location in the catalog and circle or identify clearly the item being proposed.
12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trades name brand names, information and/or catalog numbers listed in project guidelines are for information and are not intended to limit competition. The vendor may offer any brand, which meets or exceeds the specification(s) for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturers' name and model number. Vendor shall submit with his proposal sketches, descriptive literature and/or complete specifications. References to literature submitted with a previous proposal will not satisfy this provision. The vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and should not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the proposal form.
13. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. Samples will not be returned.
14. **TESTING:** When testing is required to determine if a sample meets project guidelines and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor. If the sample satisfies the project guidelines, the cost of testing shall be borne by the City.
15. **NON-CONFORMANCE TO PROJECT GUIDELINES:** Items may be tested for compliance with project guidelines by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item proposed as a result of this Request for Proposal shall be new (current model at the time of the proposal). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
17. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the vendor until accepted by the ordering agency. The vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Landing.
 - b. Report damage (whether visible or concealed) to the carrier and vendor, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.

- c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier and disposition given by the vendor, or for a reasonable time after notification to the vendor, whichever comes first.
 - d. Provide the vendor with a copy of the carrier's Bill of Landing and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items or fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act and any standards
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon entry into any contract with the City, vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the project guidelines attached hereto and made a part of any proposal submitted or contract awarded; vendor further warrants that same shall be of good material and workmanship and free from defects.
20. **REMEDIES:** Failure to make delivery or to meet project guidelines authorized the City to seek replacement goods or services elsewhere and to seek legal and equitable remedies against the defaulting vendor. If any of the goods and/or work performed fail to meet the warranties contained herein or in any proposal submitted, vendor, upon notice thereof from the City, shall promptly correct or replace the same at vendor's expense. If vendor shall fail so to do, the City may cancel any agreement entered in whole or in part and pursue all other remedies available. After notice to the vendor, all such goods will be held at vendor's risk. The City may, and at vendor's direction shall, return such goods to vendor at vendor's risk, and all transportation charges, both to and from original destination, shall be paid by vendor. Any payment for such goods shall be refunded by vendor unless vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Proposals shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The vendor shall hold and save the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the vendor's breach of any agreement entered or the vendor's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the project guidelines, firm fixed prices shall be submitted F.O.B. Lawton at the indicated Department's address and shall include packing, handling and shipping charges fully prepaid by the vendor. Proposal prices shall be valid for a minimum of sixty (60) days from the date of proposal opening, and shall thereafter remain firm for the life of any contract awarded by the City to a vendor.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Vendors are to accept only those purchase orders issued by the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned, prepared on

Accounting Division Forms, unless instructed otherwise in the Request for Proposal or executed contract agreement.

25. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business, MAY NOT be passed on to the City of Lawton, its Departments, Boards, Commissions, Agencies, and Institutions, nor may the vendor withdraw or cancel the proposal, or any resulting agreement, or any part of the proposal or agreement for these reasons. Vendors may only cancel the proposal or resulting agreement pursuant to the cancellation clause, if one is included as a part of the Request for Proposal, and then only if the contractual obligation has been fulfilled by the vendor in accordance with the terms stated. Proposals which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or which otherwise indicate that prices reflected are infirm or subject to change, will be deemed non-conforming unless the proposal specifications specifically provide for price escalation. If price variations are allowed, they must be tied to a readily identifiable index which is free from control or influence by the vendor.
26. **SUMMARY OF TOTAL SALES:** If any agreement is entered into as the result of the acceptance of a Request for Proposal or any proposal submitted, the vendor agrees to furnish City of Lawton a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached project guidelines.
27. **PAYMENT:**
- a. **INVOICING:** The vendor shall be paid within a reasonable time after submission of proper certified invoices to the City at the prices stipulated in any agreement entered into as the result of the submission of a Request for Proposal. Invoices shall contain the project number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting the Request for Proposal shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the vendor wishes to ship or service from a point other than the home office, he will furnish a written list of these locations to the City. HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM, NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.
 - b. **REQUIREMENTS ONLY PURCHASES:** Any contract resulting from the submission of a Request for Proposal shall be for the quantities actually ordered during the life of the agreement only. Billing shall be made in accordance with instructions by the Department or Division issuing the purchase order, and only for quantities actually ordered and delivered. The City reserves the right to purchase none of the product or more than the quantity indicated in the proposal.
 - c. **TAXES:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
 - d. **DISCOUNTS:** Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for proposal evaluation purposes. Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

- e. All provisions of the Uniform Commercial Code shall be adhered to.
28. **EXTENSION:** At the end of the contract period for any contract awarded, or upon the conclusion of a maximum of two (2) extensions thereof, the contract may be extended for a period not to exceed two (2) twelve (12) months extensions at a time at the same price and conditions as in the original contract, by mutual agreement between the City and the vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Request for Proposal hereunder is subject to the provisions of City of Lawton Charter and City Code and the laws of the State of Oklahoma. All vendors must disclose with the proposal the name of any Officer, Director or Agent who is also an employee of the City of Lawton or any of its Agencies or Subdivisions. Further, all vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The vendor, without exception, shall indemnify and save harmless the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of any contract resulting from the submission of this Request for Proposal, including its use by the City of Lawton. If the vendor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.
31. **FACILITIES:** The City reserves the right to inspect the vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the vendor, or if a receiver is appointed for the vendor, the City shall have the right to terminate any agreement resulting from the submission of this Request for Proposal upon written notice to the vendor without prejudice to any claim for damages or any other right of the City under any agreement resulting from the submission of this Request for Proposal to the time of such termination.
33. **ASSIGNMENT:** No agreement resulting from the submission of this Request for Proposal shall be assigned by the vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the project guidelines, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City, showing the City as an additional insured thereunder without cost to the City of Lawton, prior to the entry into any agreement:
- a. **General Liability:** The vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by State law. In addition, the vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence, one hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000) for any number

of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned. A current certificate, submitted as a part of the proposal and showing that the vendor has in force and effect such insurance, shall be maintained on file with the City Clerk of the City.

- b. **Automobile Liability:** The vendor shall procure and maintain in full force and effect, for the term of the project, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the vendor shall have, during the term of the project, vehicle liability coverage as outlined in the attached project guidelines. If higher coverage is required by any regulatory entity with oversight of the vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the aforementioned. A current certificate, submitted as a part of the proposal and showing that the vendor has in force and effect such insurance, shall be maintained on file with the City Clerk of the City.
 - c. **Workers' Compensation:** The vendor shall procure and maintain in full force and effect for the period of the project, full Workers' Compensation insurance in accordance with the laws of the State of Oklahoma to protect the vendor and the City against liability under the Workers' Compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be submitted as a part of the proposal and maintained on file with the City Clerk of the City.
35. **BONDS:** Neither Bidder's Bonds nor Performance Bonds are required unless specifically set forth in the project guidelines attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:
- a. **Bidder's Bonds:** If required as a part of the project guidelines, proposals filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount stated and made payable to the City of Lawton. This amount will be retained by the City as damages in the event the successful vendor fails to comply with the terms of any agreement entered into as a result of this Request for Proposal but shall in no way pursue any and all other remedies available either in equity or at law. All deposits and bonds will be returned to the unsuccessful vendors within a reasonable time after the acceptance of a proposal, and to the successful vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
 - b. **Performance Bonds:** If a Performance Bond is required under the project guidelines, the successful vendor must, prior to the entry into any agreement, post the bond, certified check or cashier's check in the amount stated and made payable to the City of Lawton. The Bidder's Bond posted will be returned to the successful vendor upon posting of the Performance Bond and completion of any additional requirements for execution of any agreement by the vendor. The Performance Bond will be released or returned to the vendor, as appropriate after satisfactory completion of the contract and the performance period as stated in the project guidelines attached or any amendments thereto.

36. **TIME OF ESSENCE:** Unless otherwise stated, time shall be considered of the essence to this agreement.
- a. Vendor specifically agrees that it shall not be grounds to alter the terms of any proposal submitted and that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lock-outs, inability of obtaining material or shipping space, breakdowns, delays of carrier's or suppliers and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the vendor prior to submission of the proposal and the City Council's acceptance thereof.
 - b. When time is not of the essence, this contract shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.
37. **DISCRIMINATION:** Vendor agrees, in connection with the performance of work under any agreement entered as a result of this Request for Proposal, as follows:
- a. Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental impairment. The vendor shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry, or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth provisions of this section.
 - b. The vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under any agreement entered into as a result of this Request for Proposal.
 - c. In the event of the vendor's non-compliance with the above non-discrimination clause, any agreement entered into as a result of this Request for Proposal may be terminated by the City. The vendor may be declared by the City until satisfactory proof of intent to comply is made by the vendor.
38. **DISTRIBUTION OF CONTRACT:** One (1) copy of any agreement entered into as a result of this Request for Proposal or award letter shall be furnished to each successful vendor as a result of this Request for Proposal. It shall be the vendor's responsibility to reproduce and distribute copies of any agreement entered into as a result of this Request for Proposal to all distribution points listed in this Request for Proposal who will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to any agreement entered into as a result of this Request for Proposal by the vendor.
39. **ADVERTISING:** In submitting this proposal, vendor agrees not to use the results therefrom as a part of any commercial advertising.

40. **TERMINATION FOR CONVENIENCE OF THE CITY:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under any agreement entered into as a result of this Request for Proposal may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
 - b. Any such termination shall be effected by the delivery to the vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.
 - c. After receipt of a notice of termination, the vendor shall stop work and/or place no further orders under any agreement entered into as a result of this Request for Proposal on the date and to the extent specified in the notice of termination.
41. **VENUE:** Any agreement entered into as a result of this Request for Proposals shall be governed by the laws of the State of Oklahoma.
42. **OKLAHOMA STATE CONTRACT:** Some items for which the City solicits bids or proposals are on the Oklahoma State Contract. The City is eligible to purchase from the State contract and will check the prices on the State contract and may elect to purchase under that contract without termination of this agreement.
43. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. No agreement entered into as a result of this Request for Proposals may be modified except in writing and signed by both parties.
44. **SURVIVAL OF TERMS:** All terms, conditions, specifications, and requirements set forth in this Request for Proposals shall survive the execution of and become a part of any agreement entered into unless specifically deleted in writing and signed by both parties to the agreement.
45. **ENERGY SAVINGS:** Oklahoma is an energy conservation State, and we welcome any comments on your proposal that would indicate energy savings. Energy savings will be considered on all proposals where project guidelines call for Life Cycle Cost Analysis.

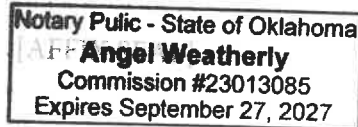
AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma

COUNTY OF Comanche

SS

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.



Elgin Roofing LLC
Business Name / Contractor Name

Signed

Print:

Christopher Chappelle Jr

Attested to before me this 9 day of April 2025

Notary Public

My Commission Expires September 27 2027

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 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

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

Elgin Roofing LLC

Name of Contractor (Print)

Date

[Signature]

Signature, Member of Firm or Officer of Corporation

Owner

Title

RFPCL25-017 Dry Stall Structure at
Lake Lawtonka
Agreement
Between the City of Lawton
and



THIS IS AN AGREEMENT by and between the CITY of Lawton, A Municipal Corporation in the State of Oklahoma (hereinafter called CITY), and Elgin Roofing (hereinafter called VENDOR). CITY intends for VENDOR to provide Bid for RFPCL25-017 for the City of Lawton.

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

1. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall imply being delivered to the receiving dock, department stockroom, or other point specified. The CITY accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the VENDOR until accepted by the CITY. The VENDOR shall be responsible for filing, processing, and collecting all damage claims. However, to assist in the expeditious handling of damage claims, the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Landing.
 - b. Report damage (whether visible or concealed) to the carrier and VENDOR, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.
 - c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier and disposition given by the VENDOR, or for a reasonable time after notification to the VENDOR, whichever comes first.
 - d. Provide the VENDOR with a copy of the carrier's Bill of Landing and damage inspection report.
2. **SAFETY STANDARDS:** Unless otherwise agreed to in writing by the CITY and VENDOR, all manufactured items or fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act and any standards related to safety.

3. **SERVICE AND WARRANTY:** Unless otherwise indicated in this agreement, VENDOR expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to project guidelines stipulated in Attachment 'A'; VENDOR further warrants that same shall be of good material and workmanship and free from defects. Any additional warranties that will be provided during the term of this agreement are included in Attachment 'A'.
4. **REMEDIES:** Failure to make delivery or to meet project guidelines authorizes the CITY to seek replacement goods or services elsewhere and to seek legal and equitable remedies against the defaulting VENDOR. If any of the goods and/or work performed fail to meet the warranties contained herein or in any proposal submitted, VENDOR, upon notice thereof from the CITY, shall promptly correct or replace the same at VENDOR'S expense. If VENDOR shall fail so to do, the CITY may cancel any agreement entered in whole or in part and pursue all other remedies available. After notice to the VENDOR, all such goods will be held at VENDOR'S risk. The CITY may, and at VENDOR'S direction shall, return such goods to VENDOR at VENDOR'S risk, and all transportation charges, both to and from original destination, shall be paid by VENDOR. Any payment for such goods shall be refunded by VENDOR unless VENDOR promptly corrects or replaces the same at its expense.
5. **LIABILITY:** The VENDOR shall hold and save the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the CITY harmless against the claims by third parties resulting from the VENDOR'S breach of this agreement or the VENDOR'S negligence.
6. **PRICES AND TERMS:** Prices and terms shall be as reflected in the VENDOR'S response to the RFP (Attachment A).
7. **ACCEPTANCE OF PURCHASE ORDERS:** VENDORS are to accept only those purchase orders issued by the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and employees of the CITY, prepared on Accounting Division Forms, unless instructed otherwise in the Request for Proposal (Attachment A) or this agreement.
8. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business, MAY NOT be passed on to the City of Lawton, its Departments, Boards, Commissions, Agencies, and Institutions. If price variations are allowed, they must be tied to a readily identifiable index which is free from control or influence by the VENDOR.
-

9. **SUMMARY OF TOTAL SALES:** VENDOR agrees to furnish City of Lawton a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as mutually agreed in by the parties.

10. **PAYMENT:**

a. **INVOICING:** The VENDOR shall be paid within a reasonable time after submission of proper certified invoices to the CITY at the prices stipulated in this Agreement, including Attachment 'A'. Invoices shall contain the project number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The VENDOR shall be the only office authorized to receive orders, do the billing and invoicing, and receive payment. If the VENDOR wishes to ship or service from a point other than the home office, the VENDOR will furnish a written list of these locations to the CITY. HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM, NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.

b. **REQUIREMENTS ONLY PURCHASES:** Billing shall be made in accordance with instructions by the Department or Division issuing the purchase order, and only for quantities ordered and delivered. The CITY reserves the right to purchase none of the product and/or services or more than the quantity indicated in Attachment 'A'.

c. **TAXES:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.

d. **DISCOUNTS:** VENDORS may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for proposal evaluation purposes. VENDORS are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct Invoice at the office specified, whichever is later.

11. **EXTENSION:** At the end of the contract period for any contract awarded, or upon the conclusion of a maximum of two (2) extensions thereof, the contract may be extended for a period not to exceed two (2) twelve (12) months extensions at a time at the same price and conditions as in the original contract, by mutual agreement between the City and the vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the

option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.

12. **CONFLICT OF INTEREST:** This Contract Request is subject to the provisions of City of Lawton Charter and City Code and the laws of the State of Oklahoma. All VENDORS must disclose 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, VENDOR must disclose the name of any CITY employee who owns, directly or indirectly, an interest of five percent (5%) or more in the VENDOR'S firm or any of its branches.

13. **PATENTS AND ROYALTIES:** The VENDOR, without exception, shall indemnify and save harmless the CITY of Lawton, Its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of this contract, including its use by the City of Lawton. If the VENDOR uses any design, device or materials covered by trademark, patent, or copyright, it is mutually agreed and understood without exception that the prices of goods and services shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.

14. **FACILITIES:** The CITY reserves the right to inspect the VENDOR'S facilities at any time with reasonable prior notice.

15. **BANKRUPTCY:** If the VENDOR becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the VENDOR, or if a receiver is appointed for the VENDOR, the CITY shall have the right to terminate this agreement upon written notice to the VENDOR without prejudice to any claim for damages or any other right of the CITY under this agreement.

16. **ASSIGNMENT:** This agreement shall not be assigned by the VENDOR without written consent of the CITY.

17. **INSURANCE:** 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:

- a. General Liability: The VENDOR shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a

comprehensive form as required by State law. In addition, the VENDOR shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence, one hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$ 1,000,000) for any number of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the CITY. A current certificate, showing that the VENDOR has in force and effect such insurance, shall be maintained on file with the City Clerk of the CITY.

- b. **Automobile Liability:** The VENDOR shall procure and maintain in full force and effect, for the term of the project, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the VENDOR shall have, during the term of the project, vehicle liability coverage as outlined in the attached project guidelines. If higher coverage is required by any regulatory entity with oversight of the VENDOR'S business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the aforementioned. A current certificate showing that the VENDOR has in force and effect such insurance, shall be maintained on file with the City Clerk of the CITY.
- c. **Workers' Compensation:** The VENDOR shall procure and maintain in full force and effect for the period of the project, full Workers' Compensation insurance in accordance with the laws of the State of Oklahoma to protect the VENDOR and the CITY against liability under the Workers' Compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the VENDOR has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the CITY.

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

- a. VENDOR specifically agrees that it shall not be grounds to alter the terms of any proposal submitted and that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes,

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 hereof.

- b. When time is not of the essence, this contract shall be inoperative during such period that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the VENDOR has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.

19. **DISCRIMINATION:** VENDOR agrees, in connection with the performance of work under this agreement:

- a. VENDOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental Impairment. The VENDOR shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry, or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The VENDOR agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth provisions of this section.
- b. The VENDOR agrees to include this non-discrimination clause in any subcontract connected with the performance of this agreement.
- c. In the event of the VENDOR'S non-compliance with the above nondiscrimination clause, this agreement may be terminated by the CITY. The VENDOR may be declared terminated by the CITY until satisfactory proof of intent to comply is made by the VENDOR.

20. **TERMINATION FOR CONVENIENCE OF THE CITY:**

- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under this agreement 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 accomplished by the delivery to the VENDOR of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.
- c. After receipt of a notice of termination, the VENDOR shall stop work and/or place no further orders under this agreement on the date and to the extent specified in the notice of termination.

21. **DISPUTES:**

- a. Governing Law: This agreement shall be governed by the laws of the State of Oklahoma.
 - b. Negotiation: Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within thirty (30) days from the Notice of Dispute, either Party may request mediation.
 - c. Non-binding Mediation: If mediation is requested the parties will select an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. Unless mutually agreed otherwise by the parties, any mediation brought under this section will be held in Lawton, Oklahoma.
 - d. Litigation, Venue, and Jurisdiction: If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation or if mediation is not requested within forty-five (45) days of receipt of the Notice of Dispute, either Party may then submit the Dispute to a court of competent jurisdiction in the State of Oklahoma. Each Party irrevocably agrees to
-

submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement. Venue of any such action will be the Oklahoma District Court of Comanche County, Oklahoma, or the Federal Court for the Western District of Oklahoma, whichever is appropriate. Nothing herein shall prevent either party from proceeding to court earlier, if necessary to protect the public health and safety.

**22. BUILDING INFORMATION MODELING (BIM)
DELIVERABLES:**

- a. The VENDOR shall furnish design data with computations for all improvements involved in this contract.
- b. VENDOR will provide the CITY with Instruments of Service in electronic readable format. These Instruments of Service will be in addition to any other deliverables expressed in any part of this agreement, its exhibits, and attachments. The Instruments of Service consists of any and all project data to include, but not limited to, building information modeling (BIM) data; all partial, intermediate, and final versions of BIM models, AutoCad renderings, or similar 2-D or 3-D computer-aided designs or drafts; any and all AutoCad data and the like; all files, drawings, specifications, models, sketches, digital representations, and design documents.
- c. All aforementioned files, renderings, and data remain the CITY's property to be delivered at the completion of each task and phase of the project, and at any time upon the CITY'S request. The Instruments of Service will be provided to the CITY in dgn format, or with the approval of the CITY, in a similar format translatable to .dxf and .dwg formats.
- d. The VENDOR also grants the CITY an unlimited license to use this data for the operations, maintenance, marketing, and any other purpose related to the effective implementation of the project, but not to be used for any other future projects.
- e. The CITY retains ownership of all copyrights relating to all drawings, models, and data.
- f. The CITY'S rights as described herein to the Instruments of Service supersedes all prior or contemporaneous negotiations, commitments, agreements, and writings with respect to the subject matter, and all such

other negotiations, commitments, agreements, exhibits, attachments, and writings will have no further force or effect.

- g. The VENDOR will be held responsible for any mistakes or omissions in the work of the VENDOR, which appear during the final review by the CITY or during construction and will be required to do any work necessary to correct the mistakes or omissions in his work, without additional compensation.

23. **INTEGRATED AGREEMENT:** The General Conditions, terms, and requirements set forth in Attachment 'A' Request for Proposal and Response, including Pricing and Product Specifications (including references to the VENDOR'S "catalog", if any), are incorporated into this Contract. This writing, with any attachments hereto, constitutes the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. If there is any conflict or disagreement between the conditions and terms in this Agreement and the conditions and terms in the incorporated Attachment 'A' the conditions and terms in this Agreement shall supersede the conflicting language in Attachment 'A'.

24. **MODIFICATION:** This Contract may not be modified except in writing and signed by both parties.

- Signature Page Follows -

SIGNATURE PAGE

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

STAN 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 _____, 20 ____.

TIM WILSON, INTERIM CITY ATTORNEY

VENDOR: Elgin Locking LLC

Christopher Chappelle JR

Printed Name

Owner

Title

ATTACHMENT 'A'
REQUEST FOR PROPOSAL AND RESPONSE,
INCLUDING REQUIREMENTS AND
QUALIFICATIONS

REQUEST FOR PROPOSAL

Boat Storage Facility Construction

SCOPE: The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified contractors for the construction of a boat storage facility at Robinson's Landing, near 133 Lawtonka Rd, Lawton Oklahoma 73507 on the north end of Lake Lawtonka. The facility will consist of:

- A 60-foot wide 120-foot-long structure.
- One (1) metal building with Twenty (20) dry storage stalls, each measuring 12 feet wide by 30 feet deep with (20) self-storage roll-up doors installed.
- Door openings will be 9'h x 11'w.
- Pad preparation to ensure appropriate grade and drainage for structure.
- A concrete pad 4"x60'x120'. Proposal should include type of concrete (PSI), bedding material, rebar size and spacing, footing size, and number of joint cuts.
- Include options for gutters and downspouts.
- Installation will include one lamp holder with built-in outlet and pull chain in each stall. No other outlets will be required in the stalls.
- Installation of three (3) LED outdoor, photo eye (or equivalent) security lights evenly spaced of each side of the building.
- Installation of breaker panel on south end of building.
- Main Electrical service will feed the structure from the south side of building and will be taken to the edge of the building by the owner.

GENERAL SPECIFICATIONS AND REQUIREMENTS:

1. **Scope of Work:** The selected contractor will be responsible for the following task.
2. **Site Preparation:** Clearing and preparing the site as needed, ensuring the land is graded and properly drained.
3. **Construction:** Construct a concrete pad 4"x60'x120'. Erect the 60 feet by 120 feet structure suitable for boat storage. Finished building will have twenty (20) twelve 12-foot wide by thirty 30-foot-deep stalls, with bay openings at 9 feet height and 11 feet wide per stall. Lastly, ensure compliance with all local building codes and environmental regulations.
4. **Permits and Inspections:** Obtain all necessary permits from the municipality and coordinate inspections as necessary.
5. **Electrical:** Wiring for single pull chain lamp holder with outlet in each stall. Location will be inside door, on the ceiling, to the right side of stall, and three (3) exterior security lights on each side of the building.

6. **Materials and Equipment:** Contractor will supply all necessary materials and equipment for construction, all materials must be durable and suited for outdoor storage facility use.
7. **Proposal Requirements:** All submitted proposals must include Company Information, Project Plan, Cost Estimate, Insurance and Licensing authorizing the contractor to perform the work in Lawton.
8. **Site Cleanup:** All materials, scraps, hardware, and debris will be removed when completed. Owner will grade and finish the surrounding property leading to the building unit.
9. **Color selection:** Bidders will indicate the color options available.
10. **Warranty:** Bidder will indicate warranties provided for unit.
11. **Submission Deadline:** All proposals must be submitted by April 9, 2025, at 2:00pm
12. **Terms and Conditions:** The selected contractor must comply with all federal, state, and local laws, regulations, and ordinances applicable to the work. The owner reserves the right to reject all proposals.
13. **Project Timeline:** To be discussed with the awarded vendor and the Director of Parks & Recreation along with the Lakes Superintendent.
14. **Proposals submitted:** Vendors are welcome to submit multiple structure options, so long as they meet the above listed dimension and the overall number and size of each bay.

INFORMATION:

1. The project office is located at 23510 State Highway 58, Lawton, OK 73507.
2. The property where the construction will be performed at Robinson's Landing Marina and Campground located on the north end of Lake Lawtonka at 133 Lawtonka Rd, Lawton Oklahoma 73507.
3. Contact for questions (580) 350-2188.

DISCLAIMER:

This request for proposals does not commit the City of Lawton to award a contract. The City of Lawton will not pay any costs involved in the preparation or presentation of a proposal, or to procure or contract for services.

The City Council of the City of Lawton reserves the right to accept or reject any or all proposals received, to cancel this Request for Proposals in part or in its entirety, and to negotiate with qualified proposers. All proposals submitted in response to this request become the property of the City of Lawton. After proposals are reviewed, the City reserves the right to select the proposal that is in the best interest of the City.



Elgin Roofing LLC
5805129463
P.O. Box 4
Sterling, OK 73567

Prepared For
City of Lawton : County Clerk
212 SW 9th st
Lawton, OK 73501

Proposal Date
04/08/2025

Proposal Number
1205

Pricing

Description	Rate	Qty	Line Total
Dry Stall Structure at Lawtonka: Robinson Landing Erection of 120x60 Storage Units: To include concrete, engineered drawings, electrical with MC to scope of city of Lawton, 20 bays with Role up Garage Doors and Guttering	\$249,097.53	1	\$249,097.53
Subtotal			249,097.53
Tax			0.00
Proposal Total (USD)			\$249,097.53

Terms

ADDITIONAL TERMS AND CONDITIONS

This agreement, including the additional terms and conditions on the reverse side and any agreement executed in writing pursuant thereto (this "Agreement"), is entered into between Elgin Roofing LLC ("Company"), and the property owner(s) or property owner's representative(s) set forth on the reverse side hereof ("Customer"), for the purpose of replacing or repairing Customer's damaged property. Customer hereby certifies that Customer is the owner of the property described in this Agreement.

This Agreement is subject to the laws of the State in which it has been signed and executed and does not obligate the Customer or Company in any way unless it is approved by Customer's insurance company and accepted by Company. Company proposes to furnish all permits, labor and materials to complete the replacement or repair described on the reverse side hereof for the estimated sum stated on the reverse side hereof or the price otherwise agreed upon between

Customer and Customer's insurance company (the "Agreed Price"). Customer authorizes Company to obtain labor and materials in accordance with the Agreed Price and the specifications set forth herein to accomplish the replacement or repair. Customer understands

that Company does not work for Customer's insurance company and/or the insurer for the property, and that Customer alone has the authority to authorize Company to perform the replacement or repair set forth in this Agreement. Customer's signature signifies

acceptance of all terms and conditions of this Agreement, including all terms on the reverse side hereof.

Approval / General Contractor. This Agreement is subject to the credit and pricing approval of the management of Company. Customer acknowledges that Company is a general contractor and as such will be entitled

to 10% overhead and 10% profit, as allowed by Customer's insurance company and state standards.

Agreed Price. The full amount of all money as specified by the Agreed Price does not include any extras such as carpentry repairs or any other repairs not specified in this Agreement or not covered by the Agreed Price that are necessary to complete the repair or replacement process as required by local building codes or to cosmetically satisfy Customer.

Materials. All materials provided by Company will be standard stock materials, unless otherwise specified, and will match existing materials within reasonable tolerance as to color, texture, design, etc. Notwithstanding the foregoing, other products and materials may be substituted for equivalent products due to availability. Customer understands that there is a two-day minimum charge for all drying, water extraction and dehumidification equipment provided by Company. All excess materials remain the property of Company.

Access to Property. The prices and terms of Company's estimate and this Agreement are based upon completion of the work during normal working hours, and Customer agrees to provide Company access to Customer's property as required for completion of the work. Customer will be responsible if any interruption of Company's work results from Customer's failure to provide reasonable access or due to the acts or negligence of others not under Company's direction. Company shall not be responsible for damages arising from delay due to inclement weather, strikes, fires, accidents, delays in shipments or delivery of materials, or any causes beyond Company's reasonable control. Customer agrees that Customer's telephone, electricity and water will be made available to Company's personnel during the course of the work. Customer will also furnish at its expense, single phase, 220-volt, 50-amp electrical service. Company shall not be responsible for protection of Customer's property, except

to provide that protection which is specifically called for under the specifications provided by this Agreement. Customer also agrees to remove, store and/or protect personal property during Company's work. Customer will manage and be responsible for protection

of vehicles and property exposed to damage by Company's work.

Job Completion. Job completion shall be the date on which Company's work is substantially finished (as distinguished from the date of Customer's acceptance thereof) or the date of Company's last item of work at the property, whichever is earlier. Customer's failure to make prompt payment shall entitle Company, on forty-eight (48) hours' written notice, to stop work. The Agreed Price shall be increased by Company's reasonable costs to stop the project and/or resume work. In the event Customer chooses not to pay for a part of the work, an individual line item, or a trade, Customer releases Company of its obligations for the performance of that component with regard to the integrity of the building system as a whole.

Past Due Amounts. Customer agrees to pay a service charge of 18% per annul or the maximum amount allowed by law, whichever is less, on all balances thirty (30) days or more past due. Customer also agrees to pay for all collection costs, including employee time and expense and all attorneys' fees and costs Company incurs in either collection of and/or protection of its interests in Customer's past due account or performance of this Agreement.

Insurance / Mortgage Company. Customer hereby authorizes its insurance and/or mortgage company listed on the front of this Agreement to pay Company directly for all work and materials provided by Company to accomplish Customer's replacement or repair. Customer further directs its insurer and/or mortgagee to include Company as a payee on all checks or drafts now or hereafter payable for such loss. Company reserves the right to supplement Customer's insurance and/or mortgage company price for increases in the scope of work and/or documented price increases. Customer agrees to allow these supplements to be paid directly to Company. Company makes no representations or warranties regarding Customer's insurance coverage or if Customer's insurer will pay for all or any of the work to be performed by Company under this Agreement. Customer agrees to pay Company in full for all work performed by Company under this Agreement, regardless of Customer's insurance coverage. Customer also agrees to pay Company directly for all amounts, despite depreciation or deductibles, and to also pay for additional work not covered by Customer's insurer and that said amounts must be paid before job completion. In the event Customer breaches this Agreement, Customer agrees to pay Company: a) in full, on a time and materials basis, for all work and materials provided by Company as of the date of such breach; and b) a fee equal to 20% of the total cost of the work and materials provided by Company as of the date of such breach, which fee represents the industry standard for reasonable profit and overhead and is not a penalty. Company and its authorized representatives are NOT acting as public adjusters.

Limited Warranty. A written limited warranty may be offered on workmanship and materials provided pursuant to this Agreement on the terms and conditions reflected in any written limited warranty materials provided at the time of sale. If Company is not paid in full in accordance with this Agreement, all such warranties are null and void. Hazardous Materials / Mold. Nothing contained in this Agreement shall be construed to require Company to determine the presence or absence of any hazardous materials or asbestos-containing materials affecting the property or to require Company to remove or protect such materials. In the event that Company learns of the presence of such materials on Customer's property, Company reserves the right to immediately stop work and negotiate a change order for such additional work as may be required. In addition, this Agreement does not include, unless expressly specified, any mold abatement, removal or cleaning. If mold is found existing on the

Customer's property, any cost to abate, remove or clean shall be paid by Customer as an additional cost. Any warranty provided under this Agreement does not include the cost to abate, remove or clean mold that may be found on Customer's property in the future.

Hold Harmless. Customer agrees to hold Company harmless in connection with the work described herein and that Customer's maximum recourse shall be, and Company's maximum liability under this Agreement shall be limited to, the amount Company billed to Customer. Customer understands and acknowledges that Company does not warrant or guarantee previous workmanship or pre-existing materials, nor any materials or labor not originally provided by Company. Company shall not be responsible for latent defects in materials and accessories supplied. Company shall not be responsible for rework required as a result of the acts or errors of others.

PRE-LIEN NOTICE:

COMPANY HEREBY PROVIDES NOTIFICATION THAT ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIAL FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. Upon default in payment, a lien will be placed on the property and charges will be added from the date of substantial completion at the maximum rate allowed by law. Liability. Company is not responsible for damage or loss caused in whole or in part by: the acts or omissions of other parties, trades or contractors; lightning, gale force winds (+50 m.p.h.), hailstorms, ice damage, ice dams (caused by thawing and freezing of ice, water or snow), hurricanes, tornados, floods, earthquakes or other unusual phenomena of the elements; structural settlement; failure, movement, cracking or excess deflection of the roof deck; defects or failure of materials used as a roof substrate over which Company's roofing material is applied; faulty condition of parapet walls, copings, chimneys, skylights, vents, supports or other parts of the building; vapor condensation beneath the roof; penetrations for pitch boxes; erosion, cracking and porosity of mortar and brick; dry rot; stoppage of roof drains and gutters; penetration of the roof from beneath by rising fasteners of any type; inadequate drainage, slope or other conditions beyond the control of Company which cause ponding or standing water; termites or other insects; rodents or other animals; fire; or harmful chemicals, oils, acids and the like that come into contact with Customer's roof and cause a leak or otherwise damage Customer's roof. If Customer's roof fails to maintain a watertight condition because of damage by reason of any of the foregoing, any applicable written limited warranty shall immediately become null and void for the balance of its term. Company accepts no liability to indemnify or hold Customer harmless

for claims or damages to persons or property, except to the extent that such damage occurs during performance of Company's work and are the direct result of Company's error or omission. Notwithstanding the foregoing, Company shall not be responsible for damages to any area of the property upon which Company's work has not been completed nor is Company responsible for slight scratching or denting of gutters, oil droplets in driveways, hairline fractures in concrete, damage to flowers or landscaping, or minor broken branches on trees,

plants or shrubbery, damage to septic tank systems, sprinkler systems or underground water/sewer lines, nails or other debris on the property. Customer acknowledges and agrees that the work may require that heavy materials, trucks, dumpsters, or other equipment

or supplies be placed on Customer's property, and therefore Customer shall be solely responsible for and agrees to hold Company harmless for any damage to Customer's driveway or other property which may be caused thereby. In no event shall Company be responsible

for any type of damage resulting from vibrations, including, but not limited to, interior drywall damage, nail pops or disconnection of chimneys, flues, air ducts, ventilation shafts, exhaust vents, furnace vents or sewer vents. Company is not responsible

for damaged electrical, cable, A/C, or plumbing lines installed within six inches of the roofline. Company is not responsible for the removal, installation or functionality of satellite dishes or solar panels. Customer understands and agrees that Company shall

have no responsibility for damages of any kind to persons or property occurring after job completion.

Insurance Deductible. If Customer plans to use the proceeds of an insurance policy to pay for any of the work under this Agreement, Company shall not pay,

waive, rebate or promise to pay, waive or rebate all or part of any insurance deductible applicable to the insurance claim for payment for the work under this Agreement.

Miscellaneous. This Agreement constitutes the entire agreement and understanding of Company and Customer relating to all of the subject matter hereof, and supersedes all prior agreements, arrangements and understandings,

written or oral between the parties concerning such subject matter. ANY REPRESENTATION, STATEMENTS, OR OTHER COMMUNICATIONS NOT WRITTEN IN THIS AGREEMENT, OR MADE IN WRITING PURSUANT THERETO, ARE AGREED TO BE INVALID AND NOT RELIED ON BY EITHER PARTY AND DO

NOT SURVIVE THE EXECUTION OF THIS AGREEMENT. Customer shall not assign this Agreement without the prior written consent of the Company. Other than as permitted herein or as permitted by applicable law, this Agreement cannot be canceled or amended without written

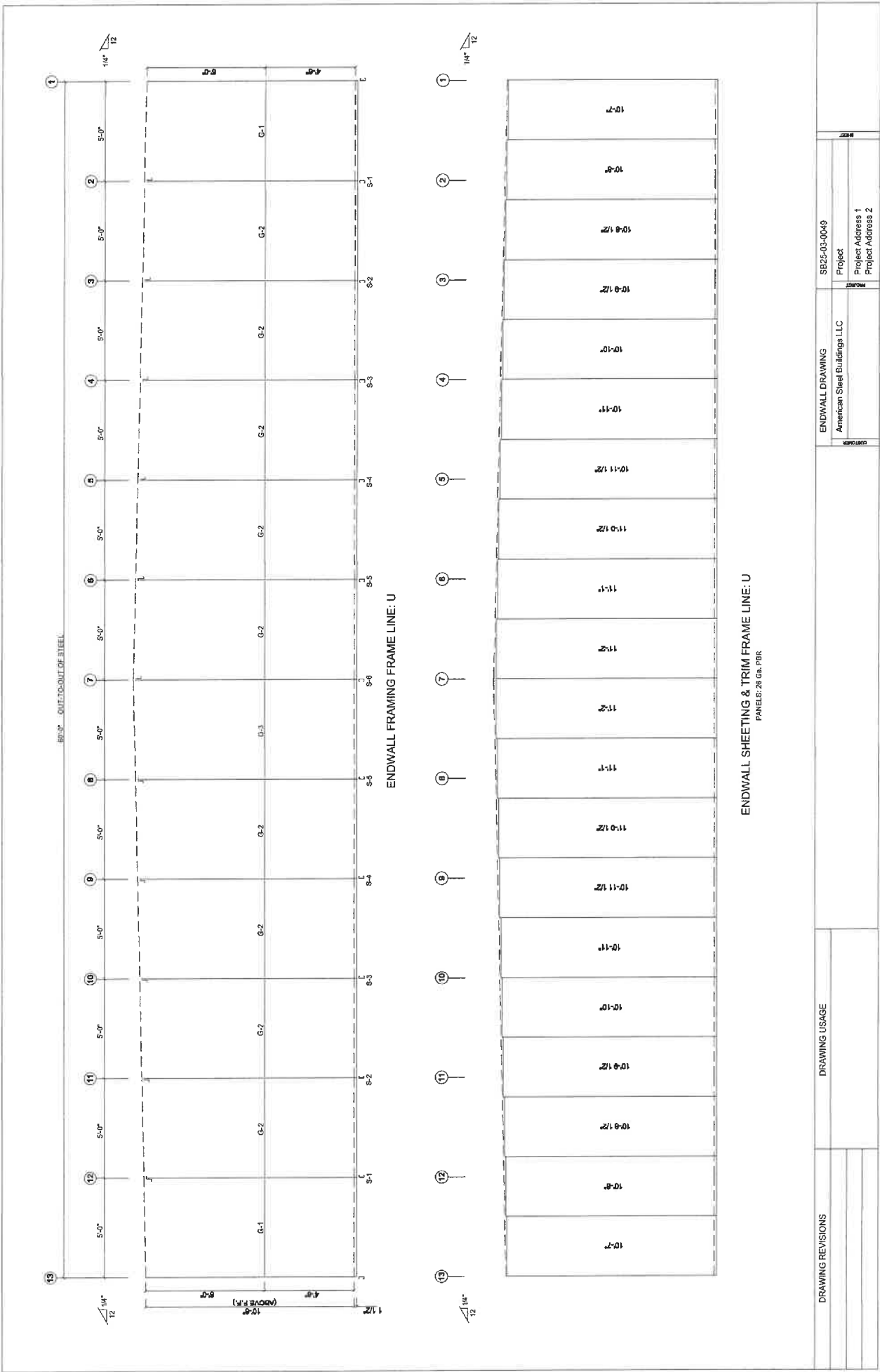
mutual agreement of both parties. Company and Customer intend and agree that if a court of competent jurisdiction determines that the scope of any provision of this Agreement is too broad to be enforced as written, the court should reform such provision(s)

to such narrower scope as it determines to be enforceable. Company and Customer further agree that if any provision of this Agreement is determined to be unenforceable for any reason, and such provision cannot be reformed by the court as anticipated above,

such provision shall be deemed separate and severable and the unenforceability of any such provision shall not invalidate or render unenforceable any of the remaining provisions hereof.

THE TERMS ON THE REVERSE SIDE HEREOF ARE SPECIFICALLY AGREED TO AND INCORPORATED HEREIN.

City of Lawton : County Clerk



DRAWING REVISIONS	DRAWING USAGE				
		CUSTOMER	PROJECT	PROJECT	PROJECT
		American Steel Buildings LLC		Project	
		ENDWALL DRAWING		SR25-03-0049	
		SHEET			

Artic White
SR .69 SRI 84

Polar White
SR .64 SRI 77

Bone White
SR .61 SRI 72

Ivory
SR .69 SRI 84

Light Stone
SR .56 SRI 65

Saddle Tan
SR .47 SRI 53

Desert Sand
SR .42 SRI 47

Taupe
SR .38 SRI 41

Burnished Slate
SR .34 SRI 35

Koko Brown
SR .35 SRI 37

Brown
SR .33 SRI 34

Black
SR .31 SRI 31

Ash Gray
SR .46 SRI 52

Matte Black
SR .26 SRI 25



Project Number:



- | | |
|-------------------------|-------------------|
| 1. Rake Trim | 7. Jamb Trim |
| 2. Roof Panel | 8. Outside Corner |
| 3. Gutter | 9. Roll-up Door |
| 4. Continuous Head Trim | 10. Mullion Cover |
| 5. Base Trim | 11. Wall Panel |
| 6. Door Header Trim | 12. Downspout |

Roof Color

Wall Color

Rake, Gutter & Downspout Color

Continuous Head Trim

Base Trim

Outside Corner Color

Mullion/Door Header Color

Jamb Trim Color

Interior Hallway Color (if applicable)

Partition Color

*Roll-up and Walk-through doors are based on manufacturer color chart

Interior Roll-up Door Color

Exterior Roll-up Door Color

Interior Walk-through Door Color

Exterior Walk-through Door Color

Buyer Signature

Old Town Gray
SR .41 SRI 45

Charcoal Gray
SR .37 SRI 31

Acrylic Galvalume

Charcoal Blue Gray
SR .29 SRI 29

Rustic Red
SR .36 SRI 38

Rural Red
SR .34 SRI 35

Crimson Red
SR .31 SRI 31

Barn
SR .29 SRI 29

Evergreen
SR .35 SRI 37

Fern Green
SR .29 SRI 29

Ivy Green
SR .28 SRI 27

Colony Green
SR .29 SRI 27

Hawaiian Blue
SR .31 SRI 31

Gallery Blue
SR .26 SRI 24

NOTE: Actual colors may vary from samples shown; actual color chips are available upon request. Coast to Coast Self Storage MFG colors may not match those of other companies, despite sharing the same color names. Additionally, Coast to Coast Self Storage MFG colors may not match the color of existing adjacent panels, even if the panels are standard colors. Roll-up doors are priced using standard color options. If a non-standard color is chosen, pricing is subject to revision. Please consult your sales representative for color options.

Trac-Rite® Color Options

- Trac-Rite® doors are available in variety of durable, prefinished colors to complement any building.
- All door panels have a galvanized substrate and are coil-coated with a silicone polyester paint system for long life.
- All colors have a 40/25-year film integrity warranty and a 30/25-year color change and chalk warranty. Further warranty information is available upon request.



314 Wilburn Road • Sun Prairie, WI 53590
Phone 800-448-8979 • Fax 800-236-8722
tracrite.com • info@tracrite.com



**CODE
APPROVED** ✓

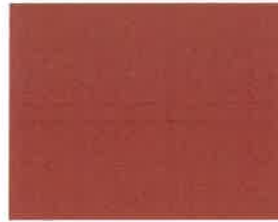
Color Chart



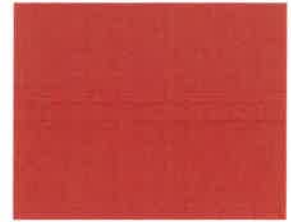
Cedar Red



Garnet



Crimson Red



Patriot Red



Sunset Orange



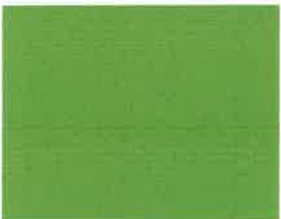
UB Yellow



Bright White



Iced White



Lime Green



Wasabi Green



Evergreen



Fern Green



Teal



Polar Blue



Royal Blue



Desert Tan



Light Stone



Ash Gray



Silhouette Gray



Dark Charcoal Gray



Shale



Continental
Brown



Burnished Slate



Matte Black

Colors vary from actual panel material.
For a steel color sample, please contact Trac-Rite® at 800-448-8979.

City of Lawton REQUEST FOR PROPOSALS

MAIL SEALED PROPOSALS TO: City Clerk City of Lawton 212 SW 9 th Street Lawton, OK 73501		DIRECT INQUIRIES REGARDING FORMS: Colbie.Garrett@lawtonok.gov ACCEPTING ELECTRONIC BIDS ON: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Proposal Typed: March 12, 2025	Date(s) Advertised: March 14, 2025	No Proposals Received After: April 9, 2025 2:00 P.M.	
Proposal Number and Title: RFPCL25-017 Dry Stall Structure at Lake Lawtonka - Robinson's Landing Requirements-type Proposal: ☒ yes ☐ no		Proposal valid until: 5-15-25	
Bid Openings are held at Lawton City Hall 3rd Floor Finance Conference Room 212 SW 9th St. Lawton, OK 73501 @ 2:00pm			
Vendor Name and Point of Contact: Kaleidoscope Construction LLC Garrett Rose		Reason for No Proposal:	
Mailing Address: 1113 SW 126 th St			
City: OKC	State: OK	Zip: 73170	Delivery:
Area Code and Phone Number: 405-546-0011		Email Address: Garrett.Kaleidoscopeconst@gmail.com	
Federal Employer Identification Number or Social Security Number 99-4372065			

THIS PROPOSAL INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT:

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

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

Firm: Kaleidoscope Construction LLC
 Address: 1113 SW 126th St
OKC, OK 73170
 (City, State, Zip)
 Phone: 405-546-0011

SIGNATURE OF AUTHORIZED AGENT
Garrett Rose - Owner
 PRINT/TYPE NAME/TITLE
 Subscribed & sworn before me this 9th day of April, 2025.
[Signature]
 Notary Public
 My Commission expires: 01-30-2027

CONDITIONS FOR SUBMITTING PROPOSALS
PAGE 1 OF 11

[AFFIX SEAL]



FORM REVISED 2/14/22



Kaleidoscope Construction LLC
Phone# 405-546-0011
Oklahoma City, OK 73170
CIB # 80006989

Proposal

Date: 04/06/2025

Customer: City of Lawton Est No.: RFPCL-017

Street Address: 212 SW 9th St Cell No.: _____

City/State/Zip: Lawton, OK 73501 Work No: _____

The Contractor proposes to furnish all listed material and labor necessary for the completion of the following job specifications: RFPCL25-017 Dry Stall structure

1. Dirt work & site prep included
2. 4" x 60' x 120' Concrete slab - W/ 12"x12" footer - #4 rebar reinforcement - 3500 PSI
3. 2' x 2' piers, at all columns
4. 60x120x12 Pre-engineered bolt-up building - 1/12 slope W/ stamps
5. 26G R-panel walls / Roof - color TBD
6. 26G trim - color TBD
7. X 20 manual drum style roll-up doors - color- WHITE
8. 240 LF 6' commercial - color TBD
9. X8 down spouts W/ splash blocks - color TBD
10. Construction permitting / licensing / plans
11. Interior partition walls - 26G R panel
12. 14G interior framing for partition walls
13. All labor and equipment is included
14. Debris haul off & site detail

Electrical

1. X20 socket style pull string lights - installed
2. X6 outdoor security light / motion or active - hardwire
3. Breaker box & interior wiring
4. Meter box - owner to verify location
5. X2 exterior outlets W/ security box

Addendum #1 - NOT INCLUDED IN TOTAL

1. 1" closed cell insulation - spray foam - all walls & roof line - \$29,800.00

The Contractor proposes hereby to furnish material and labor with above specifications
Or the sum of: **(\$478,400.00)**

Payment schedule as follows: TBD

All material is guaranteed to be as specified, and the work will be completed in a workmanlike manner in accordance with specifications. Any and all alterations or deviations from the stated specifications involving extra costs and materials will be executed only upon written orders. These changes turn into an extra charge, over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond the contractor's control. Owner of property to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workmen's compensation insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

Submitted by: Garhett Rose

Date: 04/08/25

This proposal may be withdrawn if not accepted within 30 days.

Acceptance of Proposal

As stated in the above specifications, the costs, materials and specifications are satisfactory and are hereby accepted. I authorized the contractor to perform the work as specified and payments will be made as summarized above.

Customer Signature: _____ Date: _____



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

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.

RPCL 25-017
Contract Number

4/9/25
Date

Kaleidoscope Construction LLC
Name of Contractor (Print)

[Signature]
Signature, Member of Firm or Officer of Corporation

Owner
Title

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

STATE OF Oklahoma
COUNTY OF Oklahoma SS

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

Kaleidoscope Construction LLC
Business Name / Contractor Name

[AFFIX SEAL]

[Signature]
Signed

Print: Garrett Rose

Attested to before me this 9th day of April 2025.

[Signature]
Notary Public

27 Hm

My Commission Expires Jan 01 2026.

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.



Summit Construction LLC.

1200 Willow Brook Ln
Norman, OK 73069 USA
(405) 312-3447
Jerritm@oklahomascontractor.com

Receipt

BILL TO
Gahrett Rose
Kaleidoscope
1113 Southwest 126th Street
Oklahoma City, Oklahoma 73170
United States

Date: 03/12/2025

	Invoice Number	Invoice Date	Payment
1	116	03/12/2025	31250.00

Memo:

BALANCE DUE

\$0.00

Gideon Steel Panel Company, LLC**QUOTE**

Oklahoma City, OK 73108

Phone #	Web Site	DATE	QUOTE #
4059427878	www.gideonsteel.com	3/26/2025	82454

NAME / ADDRESS

Kaleidoscope Construction
Garhett Rose
1113 SW-126th.St
OKC, OK. 73170

Attachment for:
City of Lawton Payment
affidavit form

JOB NAME / NO.	TERMS	QUOTE EXPIRES	REP	FOB
Report: 64189664	Prepay	3/26/2025	SJ	Ship point
DESCRIPTION			QTY	UOM
GENERAL NOTE(S): - Customer to identify color. - Customer to confirm panel length and quantity. - Customer to confirm trim selection and quantity. - Customer to confirm all accessories and components described in quotation. - Any material NOT stated on this list is excluded from this Quote.				
26 ga., G100s_STRIA_CR, Charcoal Grey, 16" x CTL - TBD (Linear footage to cover 7,135 sqft + 13% waste) Profile set up Concealed Fastener Panels Concealed Fastener Packaging - G100s Sub-total of components listed above			6,200	LF
Charcoal Grey Ridge: 15" Flat 10' (___:12) - TBD			14	each
Charcoal Grey Ridge: 15" Flat 10' (___:12) - TBD			21	each
Charcoal Grey Eave: Style D Plumb 2.5" Face 10' (___:12)			37	each
Charcoal Grey W-Valley Trim G100 10'			13	each
Colony Green Transition: Sidewall 3.5 x 4 w/hem 10'			7	each
Charcoal Grey Z-Closure for G100 10'			77	each
24 ga. Any Color Cleat: Offset 10' Sub-total of components listed above Steel / Accessories Surcharge (26ga)			26	each
FW 10 x 1, Pancake, Galv. #2 Phil/Sq Drive, 250/bag			45	bag
Tackey Tape 3/4" wide x 3/32 x 45'			24	roll
Pop Rivet 1/8" Charcoal Grey 100/bag			6	each
Sealant Crystal Clear (Titebond #63991 or Geocell 2300 #66900)			12	tubes
Sub-total of components listed above				
Sub-total of components listed above				
Electronic Processing VISA				
Subtotal	Sales Tax if applicable (8.625%)		Total	

Gideon Steel Panel Company, LLC

Oklahoma City, OK 73108

QUOTE

Phone #	Web Site	DATE	QUOTE #
4059427878	www.gideonsteel.com	3/26/2025	82454

NAME / ADDRESS
Kaleidoscope Construction Garhett Rose 1113 SW-126th.St OKC, OK. 73170

JOB NAME / NO.	TERMS	QUOTE EXPIRES	REP	FOB
Report: 64189664	Prepay	3/26/2025	SJ	Ship point
DESCRIPTION			QTY	UOM
NOTES: - Job Name / Number: Report: 64189664 - Job Address: 12801 S Western Ave, Oklahoma City, - Project Mgr Name: Garhett Rose - When ready text: 405-546-0011 - Ordered by: _____ - Approved by: _____ - RFQ by: _____ attachment for: City of Lawton Payment affidavit form				
Subtotal	\$29,223.97	Sales Tax if applicable (8.625%)	\$2,400.83	Total \$31,624.80

All materials are sold as a "component sale" only unless otherwise specified. All materials are sold in accordance to GSPC Terms and Conditions.

x Garhett Rose

PLEASE REVIEW FOR ACCURACY, SIGN & RETURN BY FAX OR E-MAIL AS CONFIRMATION OF ORDER.

Page 2

REQUEST FOR PROPOSAL

Boat Storage Facility Construction

SCOPE: The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified contractors for the construction of a boat storage facility at Robinson's Landing, near 133 Lawtonka Rd, Lawton Oklahoma 73507 on the north end of Lake Lawtonka. The facility will consist of:

- A 60-foot wide 120-foot-long structure.
- One (1) metal building with Twenty (20) dry storage stalls, each measuring 12 feet wide by 30 feet deep with (20) self-storage roll-up doors installed.
- Door openings will be 9'h x 11'w.
- Pad preparation to ensure appropriate grade and drainage for structure.
- A concrete pad 4"x60'x120'. Proposal should include type of concrete (PSI), bedding material, rebar size and spacing, footing size, and number of joint cuts.
- Include options for gutters and downspouts.
- Installation will include one lamp holder with built-in outlet and pull chain in each stall. No other outlets will be required in the stalls.
- Installation of three (3) LED outdoor, photo eye (or equivalent) security lights evenly spaced of each side of the building.
- Installation of breaker panel on south end of building.
- Main Electrical service will feed the structure from the south side of building and will be taken to the edge of the building by the owner.

GENERAL SPECIFICATIONS AND REQUIREMENTS:

1. **Scope of Work:** The selected contractor will be responsible for the following task.
2. **Site Preparation:** Clearing and preparing the site as needed, ensuring the land is graded and properly drained.
3. **Construction:** Construct a concrete pad 4"x60'x120'. Erect the 60 feet by 120 feet structure suitable for boat storage. Finished building will have twenty (20) twelve 12-foot wide by thirty 30-foot-deep stalls, with bay openings at 9 feet height and 11 feet wide per stall. Lastly, ensure compliance with all local building codes and environmental regulations.
4. **Permits and Inspections:** Obtain all necessary permits from the municipality and coordinate inspections as necessary.
5. **Electrical:** Wiring for single pull chain lamp holder with outlet in each stall. Location will be inside door, on the ceiling, to the right side of stall, and three (3) exterior security lights on each side of the building.

6. **Materials and Equipment:** Contractor will supply all necessary materials and equipment for construction, all materials must be durable and suited for outdoor storage facility use.
7. **Proposal Requirements:** All submitted proposals must include Company Information, Project Plan, Cost Estimate, Insurance and Licensing authorizing the contractor to perform the work in Lawton.
8. **Site Cleanup:** All materials, scraps, hardware, and debris will be removed when completed. Owner will grade and finish the surrounding property leading to the building unit.
9. **Color selection:** Bidders will indicate the color options available.
10. **Warranty:** Bidder will indicate warranties provided for unit.
11. **Submission Deadline:** All proposals must be submitted by April 9, 2025, at 2:00pm
12. **Terms and Conditions:** The selected contractor must comply with all federal, state, and local laws, regulations, and ordinances applicable to the work. The owner reserves the right to reject all proposals.
13. **Project Timeline:** To be discussed with the awarded vendor and the Director of Parks & Recreation along with the Lakes Superintendent.
14. **Proposals submitted:** Vendors are welcome to submit multiple structure options, so long as they meet the above listed dimension and the overall number and size of each bay.

INFORMATION:

1. The project office is located at 23510 State Highway 58, Lawton, OK 73507.
2. The property where the construction will be performed at Robinson's Landing Marina and Campground located on the north end of Lake Lawtonka at 133 Lawtonka Rd, Lawton Oklahoma 73507.
3. Contact for questions (580) 350-2188.

DISCLAIMER:

This request for proposals does not commit the City of Lawton to award a contract. The City of Lawton will not pay any costs involved in the preparation or presentation of a proposal, or to procure or contract for services.

The City Council of the City of Lawton reserves the right to accept or reject any or all proposals received, to cancel this Request for Proposals in part or in its entirety, and to negotiate with qualified proposers. All proposals submitted in response to this request become the property of the City of Lawton. After proposals are reviewed, the City reserves the right to select the proposal that is in the best interest of the City.

SIGNATURE PAGE

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

STAN BOOKER, MAYOR

ATTEST:

DONNALYNN BLAZEK-SCHERLER, CITY CLERK

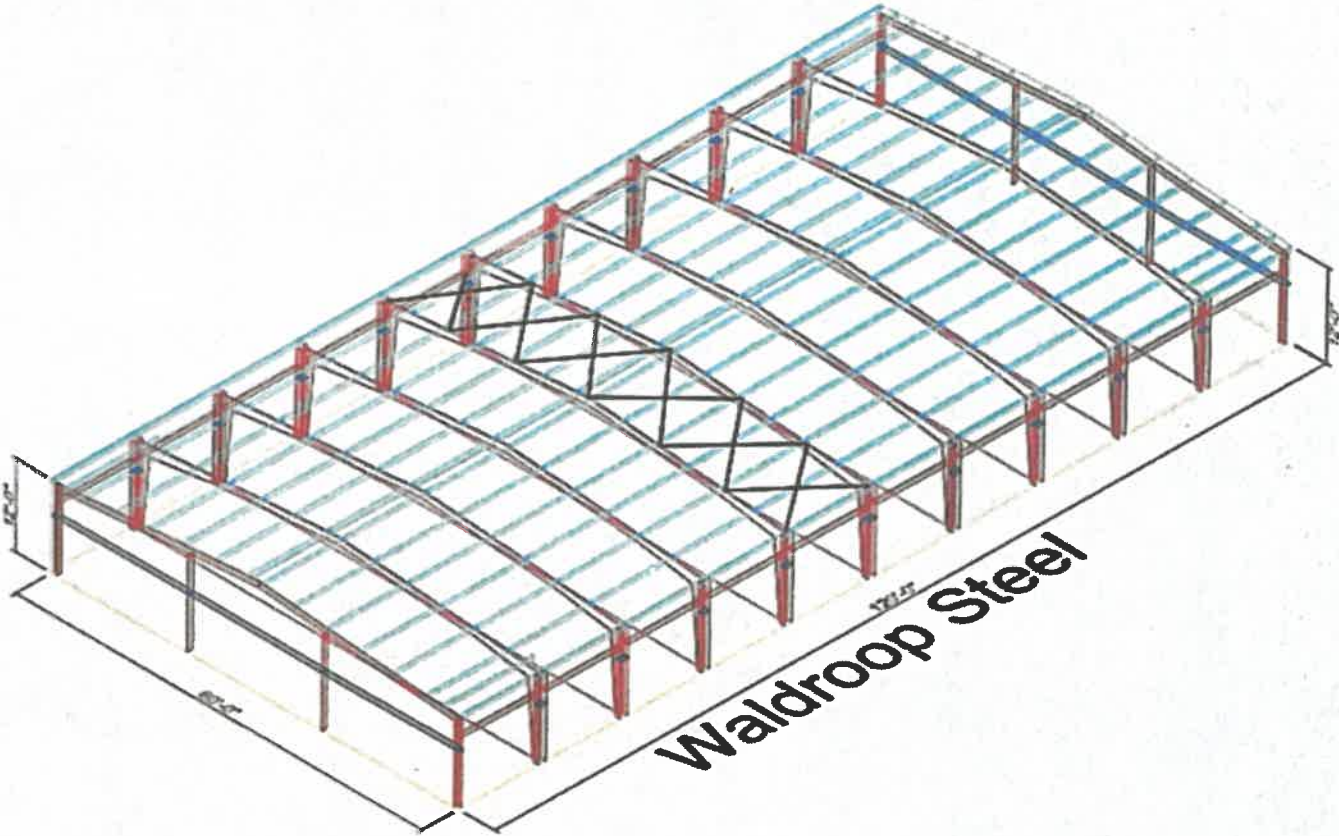
APPROVED as to form and legality on behalf of the CITY of Lawton, Oklahoma,
this _____ day of _____, 20 ____.

TIM WILSON, INTERIM CITY ATTORNEY

Kaleidoscope Construction LLC
VENDOR: _____

Robert W. Rose
Printed Name

Owner
Title





Quote: 25-4325JM

Date: 4/8/2025

Waldroop Steel Company
1900 N MacArthur Ste. 230
Oklahoma City, OK, 73127

CUSTOMER INFORMATION				PROJECT INFORMATION			
Name: _____				Name: _____			
Attention: CONTACT				Attention: _____			
Address: _____				Address: _____			
City: _____				City: _____			
Phone: PHONE				Phone: _____			
Fax: _____				Fax: _____			
DESIGN LOADS							
Building Code: IBC 18				Exposure: C			
Roof Live Load: 20				Collateral Load: 5			
Trib. Reduction: No				Seismic Zone: C			
Roof Snow: 7				Seismic Coef: 0.504			
Dead Load: 2.5				(S _e): _____			
Wind Velocity: 115				(S ₁): _____			
BUILDING INFORMATION							
Width (ft)	Length (ft)	Left Eave Height (ft)	Right Eave Height (ft)	Left Slope	Right Slope		
60	120	12	12	1.0:12	1.0:12		
Left Endwall				Right Endwall			
Endwall Type: Bearing				Endwall Type: Bearing			
Bays: 20.0000 20.0000 20.0000				Bays: 20.0000 20.0000 20.0000			
Girt Mount: Flush				Girt Mount: Flush			
Bracing: Panel Shear				Bracing: Panel Shear			
Front Wall				Back Wall			
Girt Mount: Bypass				Girt Mount: Bypass			
Bracing: Cable Diagonal Bracing				Bracing: Cable Diagonal Bracing			
Roof							
Purlin Mount: Bypass				Bracing: Cable Diagonal Bracing			
Peak Offset: 30				Bays: 10 at 12			
PANELS							
Roof				Wall			
Panel Type: PR				Panel Type: PR			
SSR Clip Type: _____				Color: NEED SIG 200			
Color: Galvalume +				Base Type: standard base angle and base trim			
TRIM							
Eave Color: NEED SIG 200				Eave Style: STYLE=Standard			
Rake Color: NEED SIG 200				Rake Style: STYLE=Standard			
Corner Color: NEED SIG 200				Corner Style: STYLE=Standard			
F.O. Color: NEED SIG 200				F.O. Style: STYLE=Standard			
GUTTER & DOWNSPOUT							
Gutter Color: _____				Gutter Style: _____			
D.Spout Color: _____				D.Spout Style: _____			
Front Sidewall				Back Sidewall			
Gutter Length: _____				Gutter Length: _____			
D.Spout #: _____				D.Spout #: _____			
Wall Insulation				Roof Insulation			
Thickness: _____				Thickness: _____			
Type: By Others				Type: By Others			

City of Lawton REQUEST FOR PROPOSALS

MAIL SEALED PROPOSALS TO: City Clerk City of Lawton 212 SW 9 th Street Lawton, OK 73501		DIRECT INQUIRIES REGARDING FORMS: Colbie.Garrett@lawtonok.gov ACCEPTING ELECTRONIC BIDS ON: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Proposal Typed: March 12, 2025	Date(s) Advertised: March 14, 2025	No Proposals Received After: April 9, 2025 2:00 P.M.	
Proposal Number and Title: RFPCL25-017 Dry Stall Structure at Lake Lawtonka - Robinson's Landing Requirements-type Proposal: ☒ yes ☐ no		Proposal valid until: May 9, 2025	
Bid Openings are held at Lawton City Hall 3rd Floor Finance Conference Room 212 SW 9th St. Lawton, OK 73501 @ 2:00pm			
Vendor Name and Point of Contact: RYAN HERRING CONST. / TRENT NEWELL		Reason for No Proposal:	
Mailing Address: PO Box 3001			
City: LAWTON	State: OK	Zip: 73502	Delivery:
Area Code and Phone Number: 580.355.7752		Email Address: TRENT.HERRING@CONSTRUCTIONINC.COM	
Federal Employer Identification Number or Social Security Number 830406555			

THIS PROPOSAL INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT:

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

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

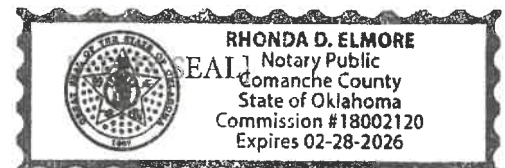
Firm: RYAN HERRING CONSTRUCTION INC.
 Address: PO Box 3001
LAWTON OK 73502
 (City, State, Zip)
 Phone: 580.355.7752


 SIGNATURE OF AUTHORIZED AGENT
RYAN HERRING PRESIDENT
 PRINT/TYPE NAME/TITLE
 Subscribed & sworn before me this 31st day of March, 2025.

 Notary Public
 My Commission expires: 02-28-26

**CONDITIONS FOR SUBMITTING PROPOSALS
PAGE 1 OF 11**

FORM REVISED 2/14/22



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

STATE OF OKLAHOMA

SS

COUNTY OF COMANCHE

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.



RYAN HERRING CONSTRUCTION INC.
Business Name / Contractor Name

Signed [Signature]
Print : RYAN HERRING

Attested to before me this 31st day of March 2025.

[Signature]
Notary Public

My Commission Expires 02-28 2026.

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 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

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

RYAN HEERING CONSTRUCTION INC.
Name of Contractor (Print)

3/31/2025
Date

[Signature]
Signature, Member of Firm or Officer of Corporation

PRESIDENT
Title

RFPCL25-017 Dry Stall Structure at
Lake Lawtonka
Agreement
Between the City of Lawton
and



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 VENDOR). CITY intends for VENDOR to provide _____ for the City of Lawton.

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

1. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall imply being delivered to the receiving dock, department stockroom, or other point specified. The CITY accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the VENDOR until accepted by the CITY. The VENDOR shall be responsible for filing, processing, and collecting all damage claims. However, to assist in the expeditious handling of damage claims, the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Landing.
 - b. Report damage (whether visible or concealed) to the carrier and VENDOR, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.
 - c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier and disposition given by the VENDOR, or for a reasonable time after notification to the VENDOR, whichever comes first.
 - d. Provide the VENDOR with a copy of the carrier's Bill of Landing and damage inspection report.
2. **SAFETY STANDARDS:** Unless otherwise agreed to in writing by the CITY and VENDOR, all manufactured items or fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act and any standards related to safety.

3. **SERVICE AND WARRANTY:** Unless otherwise indicated in this agreement, **VENDOR** expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to project guidelines stipulated in Attachment 'A'; **VENDOR** further warrants that same shall be of good material and workmanship and free from defects. Any additional warranties that will be provided during the term of this agreement are included in Attachment 'A'.

4. **REMEDIES:** Failure to make delivery or to meet project guidelines authorizes the **CITY** to seek replacement goods or services elsewhere and to seek legal and equitable remedies against the defaulting **VENDOR**. If any of the goods and/or work performed fail to meet the warranties contained herein or in any proposal submitted, **VENDOR**, upon notice thereof from the **CITY**, shall promptly correct or replace the same at **VENDOR'S** expense. If **VENDOR** shall fail so to do, the **CITY** may cancel any agreement entered in whole or in part and pursue all other remedies available. After notice to the **VENDOR**, all such goods will be held at **VENDOR'S** risk. The **CITY** may, and at **VENDOR'S** direction shall, return such goods to **VENDOR** at **VENDOR'S** risk, and all transportation charges, both to and from original destination, shall be paid by **VENDOR**. Any payment for such goods shall be refunded by **VENDOR** unless **VENDOR** promptly corrects or replaces the same at its expense.

5. **LIABILITY:** The **VENDOR** shall hold and save the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the **CITY** harmless against the claims by third parties resulting from the **VENDOR'S** breach of this agreement or the **VENDOR'S** negligence.

6. **PRICES AND TERMS:** Prices and terms shall be as reflected in the **VENDOR'S** response to the RFP (Attachment A).

7. **ACCEPTANCE OF PURCHASE ORDERS:** **VENDORS** are to accept only those purchase orders issued by the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and employees of the **CITY**, prepared on Accounting Division Forms, unless instructed otherwise in the Request for Proposal (Attachment A) or this agreement.

8. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business, MAY NOT be passed on to the City of Lawton, its Departments, Boards, Commissions, Agencies, and Institutions. If price variations are allowed, they must be tied to a readily identifiable index which is free from control or influence by the **VENDOR**.

9. **SUMMARY OF TOTAL SALES:** VENDOR agrees to furnish City of Lawton a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as mutually agreed in by the parties.

10. **PAYMENT:**

a. **INVOICING:** The VENDOR shall be paid within a reasonable time after submission of proper certified invoices to the CITY at the prices stipulated in this Agreement, including Attachment 'A'. Invoices shall contain the project number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The VENDOR shall be the only office authorized to receive orders, do the billing and invoicing, and receive payment. If the VENDOR wishes to ship or service from a point other than the home office, the VENDOR will furnish a written list of these locations to the CITY. HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM, NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.

b. **REQUIREMENTS ONLY PURCHASES:** Billing shall be made in accordance with instructions by the Department or Division issuing the purchase order, and only for quantities ordered and delivered. The CITY reserves the right to purchase none of the product and/or services or more than the quantity indicated in Attachment 'A'.

c. **TAXES:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.

d. **DISCOUNTS:** VENDORS may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for proposal evaluation purposes. VENDORS are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct Invoice at the office specified, whichever is later.

11. **EXTENSION:** At the end of the contract period for any contract awarded, or upon the conclusion of a maximum of two (2) extensions thereof, the contract may be extended for a period not to exceed two (2) twelve (12) months extensions at a time at the same price and conditions as in the original contract, by mutual agreement between the City and the vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the

option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.

12. **CONFLICT OF INTEREST:** This Contract Request is subject to the provisions of City of Lawton Charter and City Code and the laws of the State of Oklahoma. All VENDORS must disclose 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, VENDOR must disclose the name of any CITY employee who owns, directly or indirectly, an interest of five percent (5%) or more in the VENDOR'S firm or any of its branches.

13. **PATENTS AND ROYALTIES:** The VENDOR, without exception, shall indemnify and save harmless the CITY of Lawton, Its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of this contract, including its use by the City of Lawton. If the VENDOR uses any design, device or materials covered by trademark, patent, or copyright, it is mutually agreed and understood without exception that the prices of goods and services shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.

14. **FACILITIES:** The CITY reserves the right to inspect the VENDOR'S facilities at any time with reasonable prior notice.

15. **BANKRUPTCY:** If the VENDOR becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the VENDOR, or if a receiver is appointed for the VENDOR, the CITY shall have the right to terminate this agreement upon written notice to the VENDOR without prejudice to any claim for damages or any other right of the CITY under this agreement.

16. **ASSIGNMENT:** This agreement shall not be assigned by the VENDOR without written consent of the CITY.

17. **INSURANCE:** 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:

- a. **General Liability:** The VENDOR shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a

comprehensive form as required by State law. In addition, the VENDOR shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence, one hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$ 1,000,000) for any number of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the CITY. A current certificate, showing that the VENDOR has in force and effect such insurance, shall be maintained on file with the City Clerk of the CITY.

- b. **Automobile Liability:** The VENDOR shall procure and maintain in full force and effect, for the term of the project, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the VENDOR shall have, during the term of the project, vehicle liability coverage as outlined in the attached project guidelines. If higher coverage is required by any regulatory entity with oversight of the VENDOR'S business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the aforementioned. A current certificate showing that the VENDOR has in force and effect such insurance, shall be maintained on file with the City Clerk of the CITY.
- c. **Workers' Compensation:** The VENDOR shall procure and maintain in full force and effect for the period of the project, full Workers' Compensation insurance in accordance with the laws of the State of Oklahoma to protect the VENDOR and the CITY against liability under the Workers' Compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the VENDOR has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the CITY.

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

- a. VENDOR specifically agrees that it shall not be grounds to alter the terms of any proposal submitted and that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes,

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 hereof.

- b. When time is not of the essence, this contract shall be inoperative during such period that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the VENDOR has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.
19. **DISCRIMINATION:** VENDOR agrees, in connection with the performance of work under this agreement:
- a. VENDOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental Impairment. The VENDOR shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry, or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The VENDOR agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth provisions of this section.
 - b. The VENDOR agrees to include this non-discrimination clause in any subcontract connected with the performance of this agreement.
 - c. In the event of the VENDOR'S non-compliance with the above nondiscrimination clause, this agreement may be terminated by the CITY. The VENDOR may be declared terminated by the CITY until satisfactory proof of intent to comply is made by the VENDOR.
20. **TERMINATION FOR CONVENIENCE OF THE CITY:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under this agreement 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 accomplished by the delivery to the VENDOR of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.
- c. After receipt of a notice of termination, the VENDOR shall stop work and/or place no further orders under this agreement on the date and to the extent specified in the notice of termination.

21. **DISPUTES:**

- a. **Governing Law:** This agreement shall be governed by the laws of the State of Oklahoma.
 - b. **Negotiation:** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within thirty (30) days from the Notice of Dispute, either Party may request mediation.
 - c. **Non-binding Mediation:** If mediation is requested the parties will select an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. Unless mutually agreed otherwise by the parties, any mediation brought under this section will be held in Lawton, Oklahoma.
 - d. **Litigation, Venue, and Jurisdiction:** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation or if mediation is not requested within forty-five (45) days of receipt of the Notice of Dispute, either Party may then submit the Dispute to a court of competent jurisdiction in the State of Oklahoma. Each Party irrevocably agrees to
-

submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement. Venue of any such action will be the Oklahoma District Court of Comanche County, Oklahoma, or the Federal Court for the Western District of Oklahoma, whichever is appropriate. Nothing herein shall prevent either party from proceeding to court earlier, if necessary to protect the public health and safety.

22. BUILDING INFORMATION MODELING (BIM) DELIVERABLES:

- a. The VENDOR shall furnish design data with computations for all improvements involved in this contract.
- b. VENDOR will provide the CITY with Instruments of Service in electronic readable format. These Instruments of Service will be in addition to any other deliverables expressed in any part of this agreement, its exhibits, and attachments. The Instruments of Service consists of any and all project data to include, but not limited to, building information modeling (BIM) data; all partial, intermediate, and final versions of BIM models, AutoCad renderings, or similar 2-D or 3-D computer-aided designs or drafts; any and all AutoCad data and the like; all files, drawings, specifications, models, sketches, digital representations, and design documents.
- c. All aforementioned files, renderings, and data remain the CITY's property to be delivered at the completion of each task and phase of the project, and at any time upon the CITY'S request. The Instruments of Service will be provided to the CITY in dgn format, or with the approval of the CITY, in a similar format translatable to .dxf and .dwg formats.
- d. The VENDOR also grants the CITY an unlimited license to use this data for the operations, maintenance, marketing, and any other purpose related to the effective implementation of the project, but not to be used for any other future projects.
- e. The CITY retains ownership of all copyrights relating to all drawings, models, and data.
- f. The CITY'S rights as described herein to the Instruments of Service supersedes all prior or contemporaneous negotiations, commitments, agreements, and writings with respect to the subject matter, and all such

other negotiations, commitments, agreements, exhibits, attachments, and writings will have no further force or effect.

- g. The VENDOR will be held responsible for any mistakes or omissions in the work of the VENDOR, which appear during the final review by the CITY or during construction and will be required to do any work necessary to correct the mistakes or omissions in his work, without additional compensation.

23. **INTEGRATED AGREEMENT:** The General Conditions, terms, and requirements set forth in Attachment 'A' Request for Proposal and Response, including Pricing and Product Specifications (including references to the VENDOR'S "catalog", if any), are incorporated into this Contract. This writing, with any attachments hereto, constitutes the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. If there is any conflict or disagreement between the conditions and terms in this Agreement and the conditions and terms in the incorporated Attachment 'A' the conditions and terms in this Agreement shall supersede the conflicting language in Attachment 'A'.

24. **MODIFICATION:** This Contract may not be modified except in writing and signed by both parties.

- Signature Page Follows -

SIGNATURE PAGE

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

STAN 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 _____, 20 ____.

TIM WILSON, INTERIM CITY ATTORNEY

VENDOR: _____

Printed Name

Title

Herring Construction

Home Office: P.O. Box 3001 Lawton, Oklahoma 73501

Phone: (580) 355-7752 Fax: (580) 355-7742



Owner: City Of Lawton

Proposal: Robinson's Landing Dry Boat Storage

Date: 4/9/25

Project Duration: Discuss After Awarded Contract

****Scope of Work:****

The project entails the erection of a metal building measuring 60 feet by 130 feet. This includes preparing the foundation for a concrete slab. Specifically, we will excavate 4 inches of soil from the designated site and replace it with 4 inches of #67 limestone. The concrete slab will feature a 12-inch by 24-inch perimeter footing reinforced with four horizontal rebar bars, designated as #5. Additionally, the floor will be constructed to a thickness of 5 inches, incorporating #3 rebar placed at 18-inch intervals.

Due to discrepancies between the specified door widths and the initial bay spacings, the bays have been adjusted to a width of 13 feet in order to accommodate the 11-foot doors. The proposed building's design and structural rating are provided by Mueller.

The electrical service will be rated at 200 amperes, including a 20-amp dedicated circuit in each stall, GFCI receptacles, and light bases as outlined in the scope. The installation will also feature three LED wall packs installed on each side of the building, which will be controlled by a photocell for efficiency.

Finally, the project includes a comprehensive cleanup of the site to remove any debris generated during construction.

Grand Total - Base :

\$ 344,055

P & P Bonds can be added for 1% of Total Proposal Price

****Exclusions:**** This project does not cover any costs related to unforeseen conditions or changes to the site. Additionally, it excludes any expenses associated with code requirements that were missed or excluded by the design team. Other exclusions include upgrading communication lines or electrical systems into the building, polishing or staining of concrete, and any road or driveway access to the building or around the site. Furthermore, costs for painting, stripping, signage, or work on new building or other buildings at the location are not included. Power to the building is by the owner per the scope of work, also site grading is to be by owner per scope of work.

A handwritten signature in blue ink, appearing to read "RH", is written over a faint circular stamp.

Ryan Herring, President

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Ryan Herring Construction, Inc
as Principal, hereinafter call the Principal, and
Fidelity and Deposit Company of Maryland
a corporation duly organized under the laws of the State of Illinois
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Lawton
as Obligee, hereinafter called the Obligee, in the sum of

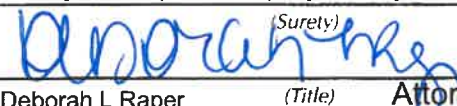
Five Percent of Total Amount Bid Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has submitted a bid for

RFPCL25-017 Dry Stall Structure at Lake Lawtonka - Robinson's Landing

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 9th day of April, 2025

	Ryan Herring Construction, Inc	
(Witness)		(Principal) (Seal)
	PRESIDENT	(Title)
	Fidelity and Deposit Company of Maryland	
(Witness) Carey Kennemer		(Surety) (Seal)
	Deborah L Raper	(Title) Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint to Clayton HOWELL, Vicki WILSON, Austin K. GREENHAW, J. Kelly DEER, Shelli R. SAMSEL, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Vaughn P. GRAHAM, JR., Stephen M. POLEMAN, Deborah L. RAPER, Dwight A. PILGRIM, Gary LILES, Randy D. WEBB, Bobby Joe YOUNG, Aaron WOOLSEY, Carey L. KENNEMER, Kristin LEWIS, Joshua BRYAN, Becky KILLMAN of Tulsa, Oklahoma, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 04th day of January, A.D. 2024.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

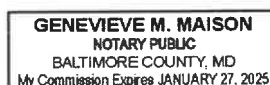
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 04th day of January, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 9th day of April, 2025.



A handwritten signature in dark ink, appearing to read "T O McClellan", written over a horizontal line.

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com

800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

HILLBROS. WELDING & CONSTRUCTION LLC.

Coby Hill
Curtis Hill
hillbroswelding@yahoo.com

8787 Cooper rd
Wichita Falls Tx
76305

Project Title: Dry Stall Structure at Lawtonka

Date:4-8-25

Project Description:

Scope of work=

- A 60-foot wide 120-foot-long structure. One (1) metal building with Twenty (20) dry storage stalls, each measuring 12 feet wide by 30 feet deep with (20) self-storage roll-up doors installed. Door openings will be 9'h x 11'w. Pad preparation to ensure appropriate grade and drainage for structure. A concrete pad 4"x60'x120'. Proposal should include type of concrete (PSI), bedding material, rebar size and spacing, footing size, and number of joint cuts. Include options for gutters and downspouts. Installation will include one lamp holder with built-in outlet and pull chain in each stall. No other outlets will be required in the stalls. Installation of three (3) LED outdoor, photo eye (or equivalent) security lights evenly spaced of each side of the building. Installation of breaker panel on south end of building. Main Electrical service will feed the structure from the south side of building and will be taken to the edge of the building by the owner.

Concrete Construction

60'3"x120'3" Metal building slab

- Pad preparation
- 4" thick 3500 psi slab
- Exterior Footing 18"x12" with 4 bars #5 continuous. #3 Stirrups @ 18".
- 24- 3'x3'x18" Spread on footings at every column.
- Top steel #3 rebar on 18" centers each way.
- Estimates include vapor barrier and Pump truck.

-
- Concrete win have 1.5 drip ledge for doors and sheets to prevent water intrusion.

Electrical Construction

- Installation will include one lamp holder with built in outlet and pull chain in each stall.
- No other outlets required in stalls
- Installation of breaker panel on the southside of the building.
- Main electrical service will feed the structure from the southside of the building and will be one circuit per 5 stalls
- Not responsible for service to building.

Building Construction

- Building will be constructed of 2x4 box tubing and 4x4 square tubing.
- All sheeting will be 26 gauge Smp 30 year paint.
- Building to be sheeted off and divide into 12x30 bays for boat dry storage.
- 20 -11x9 barrel storage doors with chains will be installed.
- Building with be fully trimmed, includes gutters downspouts and all door opening wrapped in trim.
- All roof screws will be 30 year long life zxl's.
- All construction performed on the structure will be welded and inspected.

Building will be constructed and produced by hillbros welding and construction and not a sub contractor.

Building will built and sheeted by hillbros welding and Construction and not a sub contractor.

Hillbros welding will supply all equipment to make sure job is safety completed In a timely manner.

Site will be clean and dressed by hillbros welding and construction.

Warranties

- Includes Manufacturing warranty on all materials use includes in bid package.
- 1 year workmanship, materials and other items not covered by manufacturing warranty.
- 6 year major structure warranty which excludes any natural disaster or personnel damage.

Description	Quantity	Unit Price	Cost
Turn Key Dry stall Construction			\$236,680.00
Gutter and downspouts addition			\$3,500.00
		Subtotal	\$240,180.00
	Tax		\$0.00
		Total	\$240,180.00

City of Lawton REQUEST FOR PROPOSALS

MAIL SEALED PROPOSALS TO: City Clerk City of Lawton 212 SW 9 th Street Lawton, OK 73501		DIRECT INQUIRIES REGARDING FORMS: Colbie.Garrett@lawtonok.gov ACCEPTING ELECTRONIC BIDS ON: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Proposal Typed: March 12, 2025	Date(s) Advertised: March 14, 2025	No Proposals Received After: April 9, 2025 2:00 P.M.	
Proposal Number and Title: RFPCL25-017 Dry Stall Structure at Lake Lawtonka - Robinson's Landing Requirements-type Proposal: ☒ yes ☐ no		Proposal valid until:	
Bid Openings are held at Lawton City Hall 3rd Floor Finance Conference Room 212 SW 9th St. Lawton, OK 73501 @ 2:00pm			
Vendor Name and Point of Contact: Coby Hill 940-867-4028 Hill Bros Welding & Construction LLC.		Reason for No Proposal:	
Mailing Address: 714 East 3rd St.			
City: <u>Burkburnett</u> State: <u>Tx</u> Zip: <u>76305</u>	Delivery:		
Area Code and Phone Number: 940-867-4028		Email Address: HillBrosWelding@yahoo.com	
Federal Employer Identification Number or Social Security Number 85-4314759			

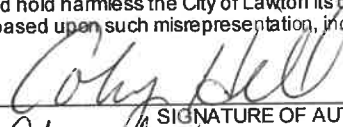
THIS PROPOSAL INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT:

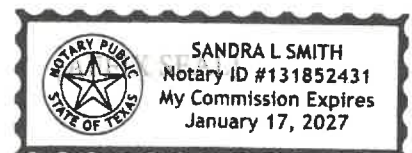
STATE OF Tx **COUNTY OF** Wichita, of lawful age, being first duly sworn, on oath says that:

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

Firm: Hill Bros Welding & Construction
 Address: 714 East Third St
Burkburnett Tx 76305
 (City, State, Zip)
 Phone: 940-867-4028


 SIGNATURE OF AUTHORIZED AGENT
Coby Hill owner
 PRINT/TYPE NAME/TITLE
 Subscribed & sworn before me this 7 day of April, 2025
Sandra L. Smith
 Notary Public
 My Commission expires: 1-17-27

**CONDITIONS FOR SUBMITTING PROPOSALS
PAGE 1 OF 11**



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

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

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

ELECTRONIC SEALED DOCUMENTS: The Electronic Bid Submission (EBS) is the electronic transfer of proposal bid data between a supplier and a contracting authority. The EBS feature on Bidnet Direct allows suppliers to submit bids/proposals online via Bidnet Direct. The EBS feature includes safeguards to ensure the security and authenticity of the material being transferred. Vendors must be registered at <https://www.bidnetdirect.com/oklahoma> to participate in EBS. Submitted documents are stored securely with a high level of security. All bids remain encrypted and not readable until bids are opened by the buyer and only after the closing date and time have passed.

1. **EXECUTION OF PROPOSAL SUBMISSION:** Proposal documents must contain an original signature of authorized representative in the space provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. ALL CORRECTIONS MADE BY VENDOR TO PROPOSAL MUST BE INITIALIZED. Do not use white out, correction tape or some other method of masking a correction.
2. **NO PROPOSAL:** If not submitting a proposal, respond by returning page one (1), marking it "NO PROPOSAL SUBMITTED," and explain the reason in the space provided. Failure to submit a proposal three (3) times in succession shall be cause or removal of the supplier's name from the information mailing list, without further notice. NOTE: To qualify as having responded, a vendor must submit a "NO PROPOSAL SUBMITTED," and it must be received no later than the stated proposal opening date and hour.
3. **OBJECTIONS/CHALLENGES:** should a vendor have an objection to or challenge the request, the vendor is responsible for making this known in writing so as to reach the City Clerk no later than seven (7) calendar days prior to the deadline for submission of proposals. The envelope shall be marked in such a way to alert the City Clerk of the urgency in order to immediately notify the Purchasing Division. The envelope will be marked indicating that the content is a challenge to a specified Request for Proposal. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list, or who have submitted proposals prior to the date and time for proposal submission, will be provided an addendum which addresses the

challenge. Challenges/Objections not considered valid will be so stated to the objecting party.

4. **PROPOSAL OPENING:** Proposal opening occurs at the time specified on the proposal form. It is the vendor's responsibility to assure that the proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not delivered at the proper time and place will not be considered. Proposals by telegram, facsimile or telephone are not acceptable. NOTE: Proposals may be examined during normal working hours by appointment, after the date and time of proposal opening. Proposals become the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF PROPOSAL:** Proposals may be withdrawn at any time prior to the proposal opening date and time. After proposals are opened, all proposals will be considered firm and valid until accepted or rejected by the City.
6. **AWARDS:**
 - a. As the best interest of the City may require, the right is reserved to:
 1. Accept any individual item, group of items, all or none, or a combination thereof contained within a proposal.
 2. To modify a suggested project, based upon proposals received.
 3. To reject any and all proposals or waive any minor irregularity or technically in proposals received.
 - b. Vendors are cautioned to make no assumptions regarding their success on the awarding of any contract. The City reserves the right to excerpt portions of proposals and recombine them in any combination, which may then be submitted to prospective vendors as an Invitation for Bid.
7. **ACCEPTANCE OF PROPOSAL:** This document constitutes only the vendor's proposal until it is accepted by the City Council for the City of Lawton and a contract is executed by the Mayor and City Clerk on behalf of the City of Lawton.
8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision(s), or minor project guideline deviation(s) when considered to be in the best interest of the City.
9. **CHANGES TO PROJECT GUIDELINES:** Proposals are to be submitted in accordance with the project guidelines provided. Any exceptions to the project guidelines must be indicated in the place provided on the specifications page(s) or by separate letter from the vendor, if place is not provided on the specifications page(s). Changes in project guidelines reducing the quality, versatility or applicability of the product or service may cause the rejection of the proposal. The City shall make the final determination. Failure to put the City on notice of any deviation from the project guidelines may cause the proposal to be rejected at the discretion of the City.
10. **MISTAKES:** Vendors are expected to examine the project guidelines, delivery schedule, proposal prices and all instructions pertaining to supplies and services. Failure to do so will be at vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.

11. **INFORMATION:** The vendor must provide information pertinent to items proposed. Complete catalogs are not necessary. If furnished, however, the vendor must identify the exact location in the catalog and circle or identify clearly the item being proposed.
12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trades name brand names, information and/or catalog numbers listed in project guidelines are for information and are not intended to limit competition. The vendor may offer any brand, which meets or exceeds the specification(s) for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturers' name and model number. Vendor shall submit with his proposal sketches, descriptive literature and/or complete specifications. References to literature submitted with a previous proposal will not satisfy this provision. The vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and should not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the proposal form.
13. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. Samples will not be returned.
14. **TESTING:** When testing is required to determine if a sample meets project guidelines and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor. If the sample satisfies the project guidelines, the cost of testing shall be borne by the City.
15. **NON-CONFORMANCE TO PROJECT GUIDELINES:** Items may be tested for compliance with project guidelines by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item proposed as a result of this Request for Proposal shall be new (current model at the time of the proposal). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
17. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the vendor until accepted by the ordering agency. The vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Landing.
 - b. Report damage (whether visible or concealed) to the carrier and vendor, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.

- c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier and disposition given by the vendor, or for a reasonable time after notification to the vendor, whichever comes first.
 - d. Provide the vendor with a copy of the carrier's Bill of Landing and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items or fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act and any standards
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon entry into any contract with the City, vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the project guidelines attached hereto and made a part of any proposal submitted or contract awarded; vendor further warrants that same shall be of good material and workmanship and free from defects.
20. **REMEDIES:** Failure to make delivery or to meet project guidelines authorized the City to seek replacement goods or services elsewhere and to seek legal and equitable remedies against the defaulting vendor. If any of the goods and/or work performed fail to meet the warranties contained herein or in any proposal submitted, vendor, upon notice thereof from the City, shall promptly correct or replace the same at vendor's expense. If vendor shall fail so to do, the City may cancel any agreement entered in whole or in part and pursue all other remedies available. After notice to the vendor, all such goods will be held at vendor's risk. The City may, and at vendor's direction shall, return such goods to vendor at vendor's risk, and all transportation charges, both to and from original destination, shall be paid by vendor. Any payment for such goods shall be refunded by vendor unless vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Proposals shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The vendor shall hold and save the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the vendor's breach of any agreement entered or the vendor's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the project guidelines, firm fixed prices shall be submitted F.O.B. Lawton at the indicated Department's address and shall include packing, handling and shipping charges fully prepaid by the vendor. Proposal prices shall be valid for a minimum of sixty (60) days from the date of proposal opening, and shall thereafter remain firm for the life of any contract awarded by the City to a vendor.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Vendors are to accept only those purchase orders issued by the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned, prepared on

Accounting Division Forms, unless instructed otherwise in the Request for Proposal or executed contract agreement.

25. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business, MAY NOT be passed on to the City of Lawton, its Departments, Boards, Commissions, Agencies, and Institutions, nor may the vendor withdraw or cancel the proposal, or any resulting agreement, or any part of the proposal or agreement for these reasons. Vendors may only cancel the proposal or resulting agreement pursuant to the cancellation clause, if one is included as a part of the Request for Proposal, and then only if the contractual obligation has been fulfilled by the vendor in accordance with the terms stated. Proposals which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or which otherwise indicate that prices reflected are infirm or subject to change, will be deemed non-conforming unless the proposal specifications specifically provide for price escalation. If price variations are allowed, they must be tied to a readily identifiable index which is free from control or influence by the vendor.
26. **SUMMARY OF TOTAL SALES:** If any agreement is entered into as the result of the acceptance of a Request for Proposal or any proposal submitted, the vendor agrees to furnish City of Lawton a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached project guidelines.
27. **PAYMENT:**
- a. **INVOICING:** The vendor shall be paid within a reasonable time after submission of proper certified invoices to the City at the prices stipulated in any agreement entered into as the result of the submission of a Request for Proposal. Invoices shall contain the project number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting the Request for Proposal shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the vendor wishes to ship or service from a point other than the home office, he will furnish a written list of these locations to the City. HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM, NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.
 - b. **REQUIREMENTS ONLY PURCHASES:** Any contract resulting from the submission of a Request for Proposal shall be for the quantities actually ordered during the life of the agreement only. Billing shall be made in accordance with instructions by the Department or Division issuing the purchase order, and only for quantities actually ordered and delivered. The City reserves the right to purchase none of the product or more than the quantity indicated in the proposal.
 - c. **TAXES:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
 - d. **DISCOUNTS:** Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for proposal evaluation purposes. Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

- e. All provisions of the Uniform Commercial Code shall be adhered to.
28. **EXTENSION:** At the end of the contract period for any contract awarded, or upon the conclusion of a maximum of two (2) extensions thereof, the contract may be extended for a period not to exceed two (2) twelve (12) months extensions at a time at the same price and conditions as in the original contract, by mutual agreement between the City and the vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Request for Proposal hereunder is subject to the provisions of City of Lawton Charter and City Code and the laws of the State of Oklahoma. All vendors must disclose with the proposal the name of any Officer, Director or Agent who is also an employee of the City of Lawton or any of its Agencies or Subdivisions. Further, all vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The vendor, without exception, shall indemnify and save harmless the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of any contract resulting from the submission of this Request for Proposal, including its use by the City of Lawton. If the vendor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.
31. **FACILITIES:** The City reserves the right to inspect the vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the vendor, or if a receiver is appointed for the vendor, the City shall have the right to terminate any agreement resulting from the submission of this Request for Proposal upon written notice to the vendor without prejudice to any claim for damages or any other right of the City under any agreement resulting from the submission of this Request for Proposal to the time of such termination.
33. **ASSIGNMENT:** No agreement resulting from the submission of this Request for Proposal shall be assigned by the vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the project guidelines, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City, showing the City as an additional insured thereunder without cost to the City of Lawton, prior to the entry into any agreement:
- a. **General Liability:** The vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by State law. In addition, the vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence, one hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000) for any number

of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned. A current certificate, submitted as a part of the proposal and showing that the vendor has in force and effect such insurance, shall be maintained on file with the City Clerk of the City.

- b. **Automobile Liability:** The vendor shall procure and maintain in full force and effect, for the term of the project, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the vendor shall have, during the term of the project, vehicle liability coverage as outlined in the attached project guidelines. If higher coverage is required by any regulatory entity with oversight of the vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the aforementioned. A current certificate, submitted as a part of the proposal and showing that the vendor has in force and effect such insurance, shall be maintained on file with the City Clerk of the City.
- c. **Workers' Compensation:** The vendor shall procure and maintain in full force and effect for the period of the project, full Workers' Compensation insurance in accordance with the laws of the State of Oklahoma to protect the vendor and the City against liability under the Workers' Compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be submitted as a part of the proposal and maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds nor Performance Bonds are required unless specifically set forth in the project guidelines attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:

- a. **Bidder's Bonds:** If required as a part of the project guidelines, proposals filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount stated and made payable to the City of Lawton. This amount will be retained by the City as damages in the event the successful vendor fails to comply with the terms of any agreement entered into as a result of this Request for Proposal but shall in no way pursue any and all other remedies available either in equity or at law. All deposits and bonds will be returned to the unsuccessful vendors within a reasonable time after the acceptance of a proposal, and to the successful vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
- b. **Performance Bonds:** If a Performance Bond is required under the project guidelines, the successful vendor must, prior to the entry into any agreement, post the bond, certified check or cashier's check in the amount stated and made payable to the City of Lawton. The Bidder's Bond posted will be returned to the successful vendor upon posting of the Performance Bond and completion of any additional requirements for execution of any agreement by the vendor. The Performance Bond will be released or returned to the vendor, as appropriate after satisfactory completion of the contract and the performance period as stated in the project guidelines attached or any amendments thereto.

36. **TIME OF ESSENCE:** Unless otherwise stated, time shall be considered of the essence to this agreement.
- a. Vendor specifically agrees that it shall not be grounds to alter the terms of any proposal submitted and that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lock-outs, inability of obtaining material or shipping space, breakdowns, delays of carrier's or suppliers and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the vendor prior to submission of the proposal and the City Council's acceptance thereof.
 - b. When time is not of the essence, this contract shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.
37. **DISCRIMINATION:** Vendor agrees, in connection with the performance of work under any agreement entered as a result of this Request for Proposal, as follows:
- a. Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental impairment. The vendor shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry, or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth provisions of this section.
 - b. The vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under any agreement entered into as a result of this Request for Proposal.
 - c. In the event of the vendor's non-compliance with the above non-discrimination clause, any agreement entered into as a result of this Request for Proposal may be terminated by the City. The vendor may be declared by the City until satisfactory proof of intent to comply is made by the vendor.
38. **DISTRIBUTION OF CONTRACT:** One (1) copy of any agreement entered into as a result of this Request for Proposal or award letter shall be furnished to each successful vendor as a result of this Request for Proposal. It shall be the vendor's responsibility to reproduce and distribute copies of any agreement entered in to as a result of this Request for Proposal to all distribution points listed in this Request for Proposal who will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to any agreement entered into as a result of this Request for Proposal by the vendor.
39. **ADVERTISING:** In submitting this proposal, vendor agrees not to use the results therefrom as a part of any commercial advertising.

40. **TERMINATION FOR CONVENIENCE OF THE CITY:**

- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under any agreement entered into as a result of this Request for Proposal may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
- b. Any such termination shall be effected by the delivery to the vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.
- c. After receipt of a notice of termination, the vendor shall stop work and/or place no further orders under any agreement entered into as a result of this Request for Proposal on the date and to the extent specified in the notice of termination.

41. **VENUE:** Any agreement entered into as a result of this Request for Proposals shall be governed by the laws of the State of Oklahoma.

42. **OKLAHOMA STATE CONTRACT:** Some items for which the City solicits bids or proposals are on the Oklahoma State Contract. The City is eligible to purchase from the State contract and will check the prices on the State contract and may elect to purchase under that contract without termination of this agreement.

43. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. No agreement entered into as a result of this Request for Proposals may be modified except in writing and signed by both parties.

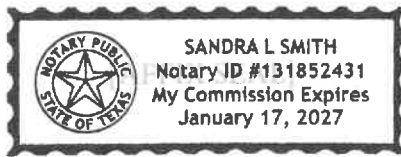
44. **SURVIVAL OF TERMS:** All terms, conditions, specifications, and requirements set forth in this Request for Proposals shall survive the execution of and become a part of any agreement entered into unless specifically deleted in writing and signed by both parties to the agreement.

45. **ENERGY SAVINGS:** Oklahoma is an energy conservation State, and we welcome any comments on your proposal that would indicate energy savings. Energy savings will be considered on all proposals where project guidelines call for Life Cycle Cost Analysis.

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

STATE OF Texas SS
COUNTY OF Wichita

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.



Hillbros Welding & Construction LLC
Business Name / Contractor Name

Coby Hill
Signed
Print : Coby Hill

Attested to before me this 7 day of April 2025.

Sandra L. Smith
Notary Public

My Commission Expires 01-17 2027.

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 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

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.

940-867-4028
Contract Number

Hillbros Welding & Construction LLC
Name of Contractor (Print)

4-3-25
Date


Signature, Member of Firm or Officer of Corporation

owner
Title

RFPCL25-017 Dry Stall Structure at
Lake Lawtonka
Agreement
Between the City of Lawton
and



THIS IS AN AGREEMENT by and between the CITY of Lawton, A Municipal Corporation in the State of Oklahoma (hereinafter called CITY), and Hillbross Welding & Construction (hereinafter called VENDOR). CITY intends for VENDOR to provide Drywall Structure Construction for the City of Lawton.

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

1. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall imply being delivered to the receiving dock, department stockroom, or other point specified. The CITY accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the VENDOR until accepted by the CITY. The VENDOR shall be responsible for filing, processing, and collecting all damage claims. However, to assist in the expeditious handling of damage claims, the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Landing.
 - b. Report damage (whether visible or concealed) to the carrier and VENDOR, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.
 - c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier and disposition given by the VENDOR, or for a reasonable time after notification to the VENDOR, whichever comes first.
 - d. Provide the VENDOR with a copy of the carrier's Bill of Landing and damage inspection report.
2. **SAFETY STANDARDS:** Unless otherwise agreed to in writing by the CITY and VENDOR, all manufactured items or fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act and any standards related to safety.

3. **SERVICE AND WARRANTY:** Unless otherwise indicated in this agreement, **VENDOR** expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to project guidelines stipulated in Attachment 'A'; **VENDOR** further warrants that same shall be of good material and workmanship and free from defects. Any additional warranties that will be provided during the term of this agreement are included in Attachment 'A'.

4. **REMEDIES:** Failure to make delivery or to meet project guidelines authorizes the **CITY** to seek replacement goods or services elsewhere and to seek legal and equitable remedies against the defaulting **VENDOR**. If any of the goods and/or work performed fail to meet the warranties contained herein or in any proposal submitted, **VENDOR**, upon notice thereof from the **CITY**, shall promptly correct or replace the same at **VENDOR'S** expense. If **VENDOR** shall fail so to do, the **CITY** may cancel any agreement entered in whole or in part and pursue all other remedies available. After notice to the **VENDOR**, all such goods will be held at **VENDOR'S** risk. The **CITY** may, and at **VENDOR'S** direction shall, return such goods to **VENDOR** at **VENDOR'S** risk, and all transportation charges, both to and from original destination, shall be paid by **VENDOR**. Any payment for such goods shall be refunded by **VENDOR** unless **VENDOR** promptly corrects or replaces the same at its expense.

5. **LIABILITY:** The **VENDOR** shall hold and save the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the **CITY** harmless against the claims by third parties resulting from the **VENDOR'S** breach of this agreement or the **VENDOR'S** negligence.

6. **PRICES AND TERMS:** Prices and terms shall be as reflected in the **VENDOR'S** response to the RFP (Attachment A).

7. **ACCEPTANCE OF PURCHASE ORDERS:** **VENDORS** are to accept only those purchase orders issued by the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and employees of the **CITY**, prepared on Accounting Division Forms, unless instructed otherwise in the Request for Proposal (Attachment A) or this agreement.

8. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business, MAY NOT be passed on to the City of Lawton, its Departments, Boards, Commissions, Agencies, and Institutions. If price variations are allowed, they must be tied to a readily identifiable index which is free from control or influence by the **VENDOR**.

9. **SUMMARY OF TOTAL SALES:** VENDOR agrees to furnish City of Lawton a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as mutually agreed in by the parties.

10. **PAYMENT:**

a. **INVOICING:** The VENDOR shall be paid within a reasonable time after submission of proper certified invoices to the CITY at the prices stipulated in this Agreement, including Attachment 'A'. Invoices shall contain the project number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The VENDOR shall be the only office authorized to receive orders, do the billing and invoicing, and receive payment. If the VENDOR wishes to ship or service from a point other than the home office, the VENDOR will furnish a written list of these locations to the CITY. HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM, NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.

b. **REQUIREMENTS ONLY PURCHASES:** Billing shall be made in accordance with instructions by the Department or Division issuing the purchase order, and only for quantities ordered and delivered. The CITY reserves the right to purchase none of the product and/or services or more than the quantity indicated in Attachment 'A'.

c. **TAXES:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.

d. **DISCOUNTS:** VENDORS may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for proposal evaluation purposes. VENDORS are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct Invoice at the office specified, whichever is later.

11. **EXTENSION:** At the end of the contract period for any contract awarded, or upon the conclusion of a maximum of two (2) extensions thereof, the contract may be extended for a period not to exceed two (2) twelve (12) months extensions at a time at the same price and conditions as in the original contract, by mutual agreement between the City and the vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the

option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.

12. **CONFLICT OF INTEREST:** This Contract Request is subject to the provisions of City of Lawton Charter and City Code and the laws of the State of Oklahoma. All VENDORS must disclose 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, VENDOR must disclose the name of any CITY employee who owns, directly or indirectly, an interest of five percent (5%) or more in the VENDOR'S firm or any of its branches.

13. **PATENTS AND ROYALTIES:** The VENDOR, without exception, shall indemnify and save harmless the CITY of Lawton, Its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of this contract, including its use by the City of Lawton. If the VENDOR uses any design, device or materials covered by trademark, patent, or copyright, it is mutually agreed and understood without exception that the prices of goods and services shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.

14. **FACILITIES:** The CITY reserves the right to inspect the VENDOR'S facilities at any time with reasonable prior notice.

15. **BANKRUPTCY:** If the VENDOR becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the VENDOR, or if a receiver is appointed for the VENDOR, the CITY shall have the right to terminate this agreement upon written notice to the VENDOR without prejudice to any claim for damages or any other right of the CITY under this agreement.

16. **ASSIGNMENT:** This agreement shall not be assigned by the VENDOR without written consent of the CITY.

17. **INSURANCE:** 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:

- a. **General Liability:** The VENDOR shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a

comprehensive form as required by State law. In addition, the VENDOR shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence, one hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$ 1,000,000) for any number of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the CITY. A current certificate, showing that the VENDOR has in force and effect such insurance, shall be maintained on file with the City Clerk of the CITY.

- b. Automobile Liability: The VENDOR shall procure and maintain in full force and effect, for the term of the project, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the VENDOR shall have, during the term of the project, vehicle liability coverage as outlined in the attached project guidelines. If higher coverage is required by any regulatory entity with oversight of the VENDOR'S business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the aforementioned. A current certificate showing that the VENDOR has in force and effect such insurance, shall be maintained on file with the City Clerk of the CITY.
- c. Workers' Compensation: The VENDOR shall procure and maintain in full force and effect for the period of the project, full Workers' Compensation insurance in accordance with the laws of the State of Oklahoma to protect the VENDOR and the CITY against liability under the Workers' Compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the VENDOR has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the CITY.

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

- a. VENDOR specifically agrees that it shall not be grounds to alter the terms of any proposal submitted and that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes,

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 hereof.

- b. When time is not of the essence, this contract shall be inoperative during such period that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the VENDOR has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.

19. **DISCRIMINATION:** VENDOR agrees, in connection with the performance of work under this agreement:

- a. VENDOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental Impairment. The VENDOR shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry, or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The VENDOR agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth provisions of this section.
- b. The VENDOR agrees to include this non-discrimination clause in any subcontract connected with the performance of this agreement.
- c. In the event of the VENDOR'S non-compliance with the above nondiscrimination clause, this agreement may be terminated by the CITY. The VENDOR may be declared terminated by the CITY until satisfactory proof of intent to comply is made by the VENDOR.

20. **TERMINATION FOR CONVENIENCE OF THE CITY:**

- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under this agreement 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 accomplished by the delivery to the VENDOR of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.
- c. After receipt of a notice of termination, the VENDOR shall stop work and/or place no further orders under this agreement on the date and to the extent specified in the notice of termination.

21. **DISPUTES:**

- a. Governing Law: This agreement shall be governed by the laws of the State of Oklahoma.
 - b. Negotiation: Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within thirty (30) days from the Notice of Dispute, either Party may request mediation.
 - c. Non-binding Mediation: If mediation is requested the parties will select an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. Unless mutually agreed otherwise by the parties, any mediation brought under this section will be held in Lawton, Oklahoma.
 - d. Litigation, Venue, and Jurisdiction: If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation or if mediation is not requested within forty-five (45) days of receipt of the Notice of Dispute, either Party may then submit the Dispute to a court of competent jurisdiction in the State of Oklahoma. Each Party irrevocably agrees to
-

submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement. Venue of any such action will be the Oklahoma District Court of Comanche County, Oklahoma, or the Federal Court for the Western District of Oklahoma, whichever is appropriate. Nothing herein shall prevent either party from proceeding to court earlier, if necessary to protect the public health and safety.

22. **BUILDING INFORMATION MODELING (BIM)
DELIVERABLES:**

- a. The VENDOR shall furnish design data with computations for all improvements involved in this contract.
- b. VENDOR will provide the CITY with Instruments of Service in electronic readable format. These Instruments of Service will be in addition to any other deliverables expressed in any part of this agreement, its exhibits, and attachments. The Instruments of Service consists of any and all project data to include, but not limited to, building information modeling (BIM) data; all partial, intermediate, and final versions of BIM models, AutoCad renderings, or similar 2-D or 3-D computer-aided designs or drafts; any and all AutoCad data and the like; all files, drawings, specifications, models, sketches, digital representations, and design documents.
- c. All aforementioned files, renderings, and data remain the CITY's property to be delivered at the completion of each task and phase of the project, and at any time upon the CITY'S request. The Instruments of Service will be provided to the CITY in dgn format, or with the approval of the CITY, in a similar format translatable to .dxf and .dwg formats.
- d. The VENDOR also grants the CITY an unlimited license to use this data for the operations, maintenance, marketing, and any other purpose related to the effective implementation of the project, but not to be used for any other future projects.
- e. The CITY retains ownership of all copyrights relating to all drawings, models, and data.
- f. The CITY'S rights as described herein to the Instruments of Service supersedes all prior or contemporaneous negotiations, commitments, agreements, and writings with respect to the subject matter, and all such

other negotiations, commitments, agreements, exhibits, attachments, and writings will have no further force or effect.

- g. The VENDOR will be held responsible for any mistakes or omissions in the work of the VENDOR, which appear during the final review by the CITY or during construction and will be required to do any work necessary to correct the mistakes or omissions in his work, without additional compensation.

23. **INTEGRATED AGREEMENT:** The General Conditions, terms, and requirements set forth in Attachment 'A' Request for Proposal and Response, including Pricing and Product Specifications (including references to the VENDOR'S "catalog", if any), are incorporated into this Contract. This writing, with any attachments hereto, constitutes the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. If there is any conflict or disagreement between the conditions and terms in this Agreement and the conditions and terms in the incorporated Attachment 'A' the conditions and terms in this Agreement shall supersede the conflicting language in Attachment 'A'.

24. **MODIFICATION:** This Contract may not be modified except in writing and signed by both parties.

- Signature Page Follows -

SIGNATURE PAGE

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

STAN 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 _____, 20 ____.

TIM WILSON, INTERIM CITY ATTORNEY

VENDOR: Hillbros Welding & Construction

Coby Hill
Printed Name

Owner
Title

ATTACHMENT 'A'
REQUEST FOR PROPOSAL AND RESPONSE,
INCLUDING REQUIREMENTS AND
QUALIFICATIONS

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.

Limited \$0	Group Agencies \$9/month <i>billed annually</i>	State & Local \$36/month <i>billed annually</i>	Federal, State & Local \$45/month <i>billed annually</i>
✓ Member agency bids	✓ Member agency bids ✓ Daily notifications ✓ Advanced search	✓ Member agency bids ✓ Daily notifications ✓ Advanced search ✓ State & local bids	✓ Member agency bids ✓ Daily notifications ✓ Advanced search ✓ State & local bids ✓ Federal bids

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.

REQUEST FOR PROPOSAL

Boat Storage Facility Construction

SCOPE: The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified contractors for the construction of a boat storage facility at Robinson's Landing, near 133 Lawtonka Rd, Lawton Oklahoma 73507 on the north end of Lake Lawtonka. The facility will consist of:

- A 60-foot wide 120-foot-long structure.
- One (1) metal building with Twenty (20) dry storage stalls, each measuring 12 feet wide by 30 feet deep with (20) self-storage roll-up doors installed.
- Door openings will be 9'h x 11'w.
- Pad preparation to ensure appropriate grade and drainage for structure.
- A concrete pad 4"x60'x120'. Proposal should include type of concrete (PSI), bedding material, rebar size and spacing, footing size, and number of joint cuts.
- Include options for gutters and downspouts.
- Installation will include one lamp holder with built-in outlet and pull chain in each stall. No other outlets will be required in the stalls.
- Installation of three (3) LED outdoor, photo eye (or equivalent) security lights evenly spaced of each side of the building.
- Installation of breaker panel on south end of building.
- Main Electrical service will feed the structure from the south side of building and will be taken to the edge of the building by the owner.

GENERAL SPECIFICATIONS AND REQUIREMENTS:

1. **Scope of Work:** The selected contractor will be responsible for the following task.
2. **Site Preparation:** Clearing and preparing the site as needed, ensuring the land is graded and properly drained.
3. **Construction:** Construct a concrete pad 4"x60'x120'. Erect the 60 feet by 120 feet structure suitable for boat storage. Finished building will have twenty (20) twelve 12-foot wide by thirty 30-foot-deep stalls, with bay openings at 9 feet height and 11 feet wide per stall. Lastly, ensure compliance with all local building codes and environmental regulations.
4. **Permits and Inspections:** Obtain all necessary permits from the municipality and coordinate inspections as necessary.
5. **Electrical:** Wiring for single pull chain lamp holder with outlet in each stall. Location will be inside door, on the ceiling, to the right side of stall, and three (3) exterior security lights on each side of the building.

6. **Materials and Equipment:** Contractor will supply all necessary materials and equipment for construction, all materials must be durable and suited for outdoor storage facility use.
7. **Proposal Requirements:** All submitted proposals must include Company Information, Project Plan, Cost Estimate, Insurance and Licensing authorizing the contractor to perform the work in Lawton.
8. **Site Cleanup:** All materials, scraps, hardware, and debris will be removed when completed. Owner will grade and finish the surrounding property leading to the building unit.
9. **Color selection:** Bidders will indicate the color options available.
10. **Warranty:** Bidder will indicate warranties provided for unit.
11. **Submission Deadline:** All proposals must be submitted by April 9, 2025, at 2:00pm
12. **Terms and Conditions:** The selected contractor must comply with all federal, state, and local laws, regulations, and ordinances applicable to the work. The owner reserves the right to reject all proposals.
13. **Project Timeline:** To be discussed with the awarded vendor and the Director of Parks & Recreation along with the Lakes Superintendent.
14. **Proposals submitted:** Vendors are welcome to submit multiple structure options, so long as they meet the above listed dimension and the overall number and size of each bay.

INFORMATION:

1. The project office is located at 23510 State Highway 58, Lawton, OK 73507.
2. The property where the construction will be performed at Robinson's Landing Marina and Campground located on the north end of Lake Lawtonka at 133 Lawtonka Rd, Lawton Oklahoma 73507.
3. Contact for questions (580) 350-2188.

DISCLAIMER:

This request for proposals does not commit the City of Lawton to award a contract. The City of Lawton will not pay any costs involved in the preparation or presentation of a proposal, or to procure or contract for services.

The City Council of the City of Lawton reserves the right to accept or reject any or all proposals received, to cancel this Request for Proposals in part or in its entirety, and to negotiate with qualified proposers. All proposals submitted in response to this request become the property of the City of Lawton. After proposals are reviewed, the City reserves the right to select the proposal that is in the best interest of the City.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/07/25

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MATT HORN INSURANCE AGENCY 420 S Ave D Burkburnett, TX 76354	CONTACT NAME:	
	PHONE (A/C, No, Ext): (940)569-5237	FAX (A/C, No): (940)569-5309
INSURED Hill Bros Welding 720 E 3rd BURBURNETT, TX 76354	E-MAIL ADDRESS: spoonhh@aol.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Atlantic Casualty	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY		L053003721-1	08/31/24	08/31/25	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMPI/OP AGG \$ 1,000,000
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	☐ DED ☐ RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

City of Lawton

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

AUTHORIZED REPRESENTATIVE

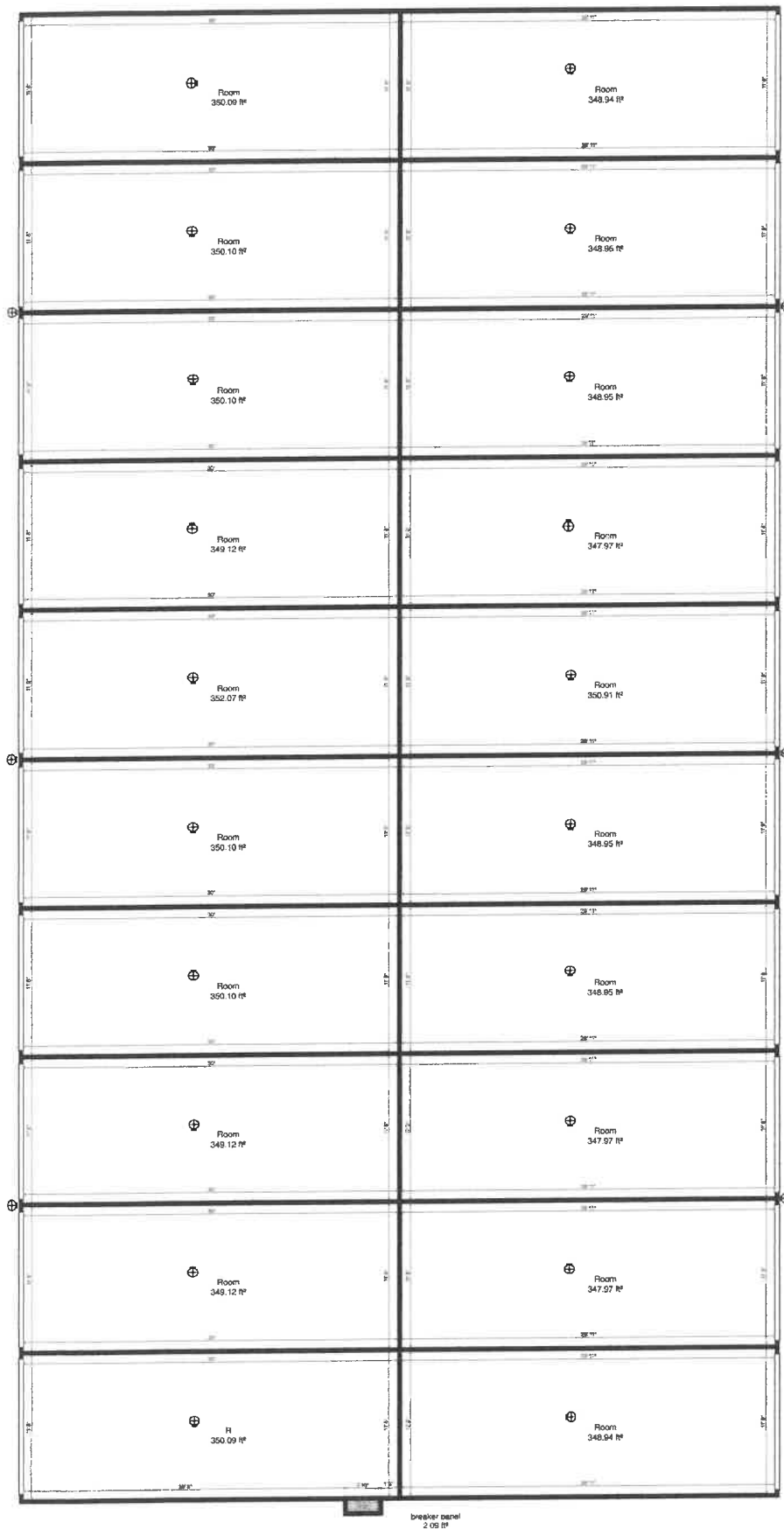
© 1988-2015 ACORD CORPORATION. All rights reserved.



1. Metal Center warrants that the color-coated finish applied to its steel roofing and siding panels will not, within a period of ninety years after installation or ninety years and one month after the date of shipment (whichever comes first), crack, check, peel or lose adhesion. This does NOT include minute fracturing, which may occur in proper fabrication of the building parts. Failure due to substrate corrosion is excluded. This warranty does not apply to the reverse side finish of the product
2. Metal Center also warrants that the color-coated finish applied to its steel roofing and siding panels will not, within a period of ninety years after installation or a period of ninety years and one month after the date of shipment (whichever comes first), chalk or lose color according to the following grids. Additionally, chalk ratings are measured in accordance with the standard procedures specified in ASTM-D-4214-98 method D659. Color (fade) ratings are measured in accordance with the standard procedures specified in ASTM-D-2244-02. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed painted surface. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements. SIDEWALL: Color 5 / Chalk 8 | ROOF: Color 7 / Chalk 6
3. **DISCLAIMER OF WARRANTY:** THE EXPRESS WARRANTY STATED HEREIN IS THE EXCLUSIVE WARRANTY APPLICABLE TO METAL CENTER PAINTED MATERIAL ONLY, ROOFING AND SIDING PANELS. METAL CENTER MAKES NO WARRANTIES OR GUARANTEES, EITHER EXPRESSED OR IMPLIED, BEYOND THE FACE HEREOF INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. METAL CENTER SHALL HAVE NO OTHER LIABILITY WITH RESPECT THERETO. This warranty will apply to those panels refinished or replaced but only for the period of time left on the original warranty. No employee or representative of Metal Center is authorized to change this limited warranty in any way or grant any other warranty regarding the product.
4. **LIMITATION OF LIABILITY:** THE EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS ARISING FROM THIS LIMITED WARRANTY SHALL BE LIMITED TO Metal Center REFINISHING OR REPLACING DEFECTIVE PANELS OR REFUNDING THE PURCHASE PRICE OF SUCH PANELS AS Metal Center SHALL ELECT. METAL CENTER SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, OR EXPENSES, WHETHER DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. IF OUR SILICONIZED POLYESTER COATINGS FAIL TO COMPLY WITH OUR LIMITED WARRANTY, WE WILL PAY FOR THE LABOR AND THE MATERIALS REASONABLY NECESSARY TO REPAINT, REPAIR OR REPLACE, AT OUR OPTION, THE BUILDING PART SHOWING THE FAILURE. METAL CENTER'S TOTAL LIABILITY IS EXPRESSLY LIMITED TO THE PURCHASE PRICE OF THE METAL CENTER STEEL ROOFING AND SIDING PANELS.
5. Claims under this warranty must be made in writing to Metal Center at the address set forth below within 30 days after the discovery of the defect. The notice to Metal Center shall include adequate identification of the material involved, nature of the claimed defect, date of the installation, date of shipment and sales number. Failure of the claimant to provide such information in the time provided shall be deemed as a waiver of the claimant's rights herein. Metal Center shall have an additional 30 days to inspect the Metal Center steel roofing and siding panels before any further action shall be taken.
6. Metal Center does not warrant or guarantee the interior or reversed side finish or pre-painted materials used for interior application.
7. Metal Center does not warrant or guarantee claims arising from damage to panels due to exposure to salt and salt water, water spray, corrosive or harmful chemicals (whether solids, liquids or gases), airborne contaminants, hail or other agents of a similar nature. Warranty is not valid on a property located 1,500 or fewer feet from a saltwater environment.
8. Metal Center does not warrant or guarantee claims arising from the following:
 - a) Damage or defects caused by acts of God, falling objects, external forces, explosion, fire, riots, civil commotion, acts of war, excessive radiation, or other similar or dissimilar occurrences beyond Metal Center's control.
 - b) Minor hairline cracking of the paint finish.
 - c) Defects or damages to the painted steel roofing and siding panels caused by handling, shipping, transit, processing, storage or installation; damage due to failure of the substrate.
 - d) Damage caused by moisture or other contamination prior to installation.
 - e) Steel shavings or minute iron particles from sawing sparks that come in contact with the painted surface.
 - f) Non-vertical panels that don't have an adequate degree of pitch so as not to allow any free standing or accumulation of standing water.
 - g) Stored or installed in a way that allows for contact with animals or animal waste.
 - h) Deterioration to the panels caused directly or indirectly by panel contact with fasteners. The selection of suitable fasteners rests solely with the buyer.
 - i) Weather uniformity under non-uniform conditions.
 - j) Unusual harmful fumes, chemically aggressive environment, foreign substances in the atmosphere, standing water or direct salt spray.
 - k) Damage due to green, wet or treated lumber.
 - l) The warranty applies to panels installed in the continental United States, Alaska, and Canada.
9. Metal Center extends this warranty solely to the buyer. Further, it is applicable only to the original owner of any structure where the material is installed.
10. This warranty is not transferable and non-assignable.

Name:	Address:	State/Zip:
Sales No.:	Installer:	Date:





AT2 A-7431 A
HILL, COBY & CURTIS
DBA HILL BROS WELDING LLC
8361 COOPER RD
WICHITA FALLS TX 76305-6324

Policy Number: 580 0982-D12-43A
Policy Period: April 12, 2025 to October 12, 2025

12:01 A.M. Standard Time at the address of the named insured as stated herein

Vehicle:
2015 FORD F350

AUTO RENEWAL

PREMIUM PAID: \$1,300.15

DO NOT PAY.

Your premium is billed through the State Farm Payment Plan

State Farm Payment Plan Number: 1408622208

Your State Farm Agent

MATT PATTERSON, CHFC

Office: 940-569-1407

Address: 315 S AVENUE D
BURKBURNETT, TX 76354-3541

*If you have a new or different car, have added any drivers, or have moved,
please contact your agent.*

Thank you for choosing State Farm.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund

transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Policy Number: 580 0982-D12-43A
Prepared February 19, 2025
1004583

Page number 1 of 3

143562 202 01-15-2018

Bye-bye clutter, hello green

Enroll in paperless and you'll get emails with links to do things like:

- download or print your auto ID card,
- pay your bill,
- or view documents, like your renewal.



Scan QR to sign up or visit
statefarm.com/paperless



VEHICLE INFORMATION

Review your policy information carefully. If anything is incorrect, or if there are any changes to your vehicle information, please let us know right away.

Vehicle Description	Vehicle Identification Number (VIN)	Who principally drives this vehicle?	How is this vehicle normally used?
2015 FORD F350	1FDRF3GT4FEB19491	For this commercial vehicle, contact your agent for a full review of drivers.	
Vehicle Body Type: Flat Bed Truck, Vehicle Use: Service/Contractors, Business Description: Welding or Cutting, Radius of Operation: 30 miles, Annual Distance Driven: 8000 miles, Gross Vehicle Weight, Manufacturer's Suggested Retail Price, Year Business established: 2009			

Premium Adjustment

Each year, we review our medical payments and personal injury protection coverages claim experience to determine the vehicle safety discount that is applied to each make and model. In addition, we review the comprehensive, collision, bodily injury and property damage claim experience

annually to determine which makes and models have earned decreases or increases from State Farm's standard rates. If any changes result from our reviews, adjustments are reflected in the rates shown on this renewal notice.

COVERAGE AND LIMITS *See your policy for an explanation of these coverages.*

A	Liability Bodily Injury 1,000,000/1,000,000	\$829.18
	Property Damage 1,000,000	Included
P	Personal Injury Protection 2,500	\$5.76
D	500 Deductible Comprehensive	\$264.22
G	500 Deductible Collision	\$140.51
U	Uninsured/Underinsured Motorist:	\$60.48
	Bodily Injury 50,000/person, 100,000/accident	Included
	Property Damage 50,000/accident (250 deductible)	Included
Total Premium		\$1,300.15

DISCOUNTS *These adjustments have already been applied to your premium.*

Antitheft	\$29.36
Total Discounts	\$29.36

EXCEPTIONS AND ENDORSEMENTS

Your policy consists of this declarations page, the policy booklet - form 9643A, and any endorsements that apply, including those issued to you with any subsequent renewal notice.

4044A	UNINSURED/UNDERINSURED MOTORISTS COVERAGE.
4820A	PERSONAL INJURY PROTECTION COVERAGE.

Buying a new car? Remember to contact your agent!

When you buy an additional car or one that replaces a car already on your policy, you need to report the change to your agent **promptly**. Even though the dealership you purchased the car from may offer to notify your agent or insurance company, you, as the named insured, are responsible for reporting all changes to your auto policy. By contacting your agent, you can help:

- avoid any complications or lack of coverage in the event of an accident or loss,
- avoid insurance verification problems with a lienholder, the police, or the department of motor vehicles, and
- ensure that you receive any new discounts you may be entitled to.

Your current State Farm policy automatically provides certain coverages for a new or replacement car for up to a specified, limited number of days after you take possession of the car. Please refer to your policy for the number of days that applies in your state.

If you have any questions about coverage for a newly acquired car, please contact your State Farm agent.

Disclaimer: This message is provided for informational purposes only and does not grant any insurance coverage. The terms and conditions of coverage are set forth in your State Farm Car Policy booklet, the most recently issued Declarations Page, and any applicable endorsements.

AT2 A-7431 A
HILL, COBY & HILL, CURTIS
DBA HILL BROS WELDING LLC
8361 COOPER RD
WICHITA FALLS TX 76305-6324

Policy Number: 524 0847-B24-43B
Policy Period: February 24, 2025 to August 24, 2025
12:01 A.M. Standard Time at the address of the named insured as stated herein
Vehicle:
2014 RAM 3500

AUTO RENEWAL

PREMIUM PAID: \$1,466.50

DO NOT PAY.

Your premium is billed through the State Farm Payment Plan

State Farm Payment Plan Number: 1408622208

Your State Farm Agent

MATT PATTERSON, CHFC

Office: 940-569-1407

Address: 315 S AVENUE D
BURKBURNETT, TX 76354-3541

*If you have a new or different car, have added any drivers, or have moved,
please contact your agent.*

Thank you for choosing State Farm.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund

transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Policy Number: 524 0847-B24-43B
Prepared January 3, 2025
1004583

Page number 1 of 3

143562 202 01-15-2018

Bye-bye clutter, hello green

Enroll in paperless and you'll get emails with links to do things like:

- download or print your auto ID card,
- pay your bill,
- or view documents, like your renewal.



Scan QR to sign up or visit
statefarm.com/paperless



VEHICLE INFORMATION

Review your policy information carefully. If anything is incorrect, or if there are any changes to your vehicle information, please let us know right away.

Vehicle Description	Vehicle Identification Number (VIN)	Who principally drives this vehicle?	How is this vehicle normally used?
2014 RAM 3500	3C7WRSAL5EG294103	For this commercial vehicle, contact your agent for a full review of drivers.	
Vehicle Body Type: Flat Bed Truck, Vehicle Use: Service/Contractors, Business Description: Welding or Cutting, Radius of Operation: 30 miles, Annual Distance Driven: 8000 miles, Gross Vehicle Weight, Manufacturer's Suggested Retail Price, Year Business established: 2021			

Premium Adjustment

Each year, we review our medical payments and personal injury protection coverages claim experience to determine the vehicle safety discount that is applied to each make and model. In addition, we review the comprehensive, collision, bodily injury and property damage claim experience

annually to determine which makes and models have earned decreases or increases from State Farm's standard rates. If any changes result from our reviews, adjustments are reflected in the rates shown on this renewal notice.

COVERAGE AND LIMITS See your policy for an explanation of these coverages.

A	Liability Bodily Injury 1,000,000/1,000,000	\$864.50
	Property Damage 1,000,000	Included
P	Personal Injury Protection 2,500	\$5.64
D	500 Deductible Comprehensive	\$359.48
G	500 Deductible Collision	\$176.40
U	Uninsured/Underinsured Motorist:	\$60.48
	Bodily Injury 50,000/person, 100,000/accident	Included
	Property Damage 50,000/accident (250 deductible)	Included
Total Premium		\$1,466.50

DISCOUNTS These adjustments have already been applied to your premium.

Anti Theft	\$39.94
Total Discounts	\$39.94

EXCEPTIONS AND ENDORSEMENTS

Your policy consists of this declarations page, the policy booklet - form 9643A, and any endorsements that apply, including those issued to you with any subsequent renewal notice.

CREDITOR- PILGRIM BANK, 2401 S JEFFERSON AVE, MT PLEASANT TX 75455-5960.

4044A UNINSURED/UNDERINSURED MOTORISTS COVERAGE.
4820A PERSONAL INJURY PROTECTION COVERAGE.

Buying a new car? Remember to contact your agent!

When you buy an additional car or one that replaces a car already on your policy, you need to report the change to your agent **promptly**. Even though the dealership you purchased the car from may offer to notify your agent or insurance company, you, as the named insured, are responsible for reporting all changes to your auto policy. By contacting your agent, you can help:

- avoid any complications or lack of coverage in the event of an accident or loss,
- avoid insurance verification problems with a lienholder, the police, or the department of motor vehicles, and
- ensure that you receive any new discounts you may be entitled to.

Your current State Farm policy automatically provides certain coverages for a new or replacement car for up to a specified, limited number of days after you take possession of the car. Please refer to your policy for the number of days that applies in your state.

If you have any questions about coverage for a newly acquired car, please contact your State Farm agent.

Disclaimer: This message is provided for informational purposes only and does not grant any insurance coverage. The terms and conditions of coverage are set forth in your State Farm Car Policy booklet, the most recently issued Declarations Page, and any applicable endorsements.

AT2
HILL, COBY & CURTIS
8361 COOPER RD
WICHITA FALLS TX 76305-6324

A-7431 A

AUTO RENEWAL

PREMIUM PAID: \$1,314.14

DO NOT PAY.

Your premium is billed through the State Farm Payment Plan

State Farm Payment Plan Number: 1408622208

Your State Farm Agent

MATT PATTERSON, CHFC

Office: 940-569-1407

Address: 315 S AVENUE D
BURKBURNETT, TX 76354-3541

If you have a new or different car, have added any drivers, or have moved, please contact your agent.

Thank you for choosing State Farm.

Policy Number: 580 0982-D12-43

Policy Period: October 12, 2024 to April 12, 2025

12:01 A.M. Standard Time at the address of the named insured as stated herein

Vehicle:

2015 FORD F350

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund

transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Policy Number: 580 0982-D12-43
Prepared August 21, 2024
1004583

Page number 1 of 3

143562 202 01-15-2018

Bye-bye clutter, hello green

Enroll in paperless and you'll get emails with links to do things like:

- download or print your auto ID card,
- pay your bill,
- or view documents, like your renewal.



Scan QR to sign up or visit
statefarm.com/paperless



VEHICLE INFORMATION

Review your policy information carefully. If anything is incorrect, or if there are any changes to your vehicle information, please let us know right away.

Vehicle Description	Vehicle Identification Number (VIN)	Who principally drives this vehicle?	How is this vehicle normally used?
2015 FORD F350	1FDRF3GT4FEB19491	For this commercial vehicle, contact your agent for a full review of drivers.	
Vehicle Body Type: Flat Bed Truck, Vehicle Use: Service/Contractors, Business Description: Welding or Cutting, Radius of Operation: 30 miles, Annual Distance Driven: 8000 miles, Gross Vehicle Weight, Manufacturer's Suggested Retail Price, Year Business established: 2009			

Premium Adjustment

Each year, we review our medical payments and personal injury protection coverages claim experience to determine the vehicle safety discount that is applied to each make and model. In addition, we review the comprehensive, collision, bodily injury and property damage claim experience

annually to determine which makes and models have earned decreases or increases from State Farm's standard rates. If any changes result from our reviews, adjustments are reflected in the rates shown on this renewal notice.

COVERAGE AND LIMITS *See your policy for an explanation of these coverages.*

A	Liability Bodily Injury 1,000,000/1,000,000	\$838.00
	Property Damage 1,000,000	Included
P	Personal Injury Protection 2,500	\$5.76
D	500 Deductible Comprehensive	\$267.65
G	500 Deductible Collision	\$142.25
U	Uninsured/Underinsured Motorist:	\$60.48
	Bodily Injury 50,000/person, 100,000/accident	Included
	Property Damage 50,000/accident (250 deductible)	Included
Total Premium		\$1,314.14

DISCOUNTS *These adjustments have already been applied to your premium.*

Antitheft	\$29.74
Total Discounts	\$29.74

EXCEPTIONS AND ENDORSEMENTS

Your policy consists of this declarations page, the policy booklet - form 9643A, and any endorsements that apply, including those issued to you with any subsequent renewal notice.

4044A	UNINSURED/UNDERINSURED MOTORISTS COVERAGE.
4820A	PERSONAL INJURY PROTECTION COVERAGE.

Buying a new car? Remember to contact your agent!

When you buy an additional car or one that replaces a car already on your policy, you need to report the change to your agent **promptly**. Even though the dealership you purchased the car from may offer to notify your agent or insurance company, you, as the named insured, are responsible for reporting all changes to your auto policy. By contacting your agent, you can help:

- avoid any complications or lack of coverage in the event of an accident or loss,
- avoid insurance verification problems with a lienholder, the police, or the department of motor vehicles, and
- ensure that you receive any new discounts you may be entitled to.

Your current State Farm policy automatically provides certain coverages for a new or replacement car for up to a specified, limited number of days after you take possession of the car. Please refer to your policy for the number of days that applies in your state.

If you have any questions about coverage for a newly acquired car, please contact your State Farm agent.

Disclaimer: This message is provided for informational purposes only and does not grant any insurance coverage. The terms and conditions of coverage are set forth in your State Farm Car Policy booklet, the most recently issued Declarations Page, and any applicable endorsements.



The exemption from the Workers' Compensation Act provided in 85A O.S. § 2(18)(b)(4) applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.

PROJECT

Dated this 8 day of April in the year 2025.

Between the Owner:

State of Oklahoma
OMES CAM CAP
P.O. Box 53448
Oklahoma City, OK 73152-3448
CAP project number

On behalf of the Using Agency:

Project name

Drustall Structure Construction

CONTRACTOR/CONSTRUCTION MANAGER/DESIGN-BUILDER

Company name

Hillbros Welding & Construction

Email

Hillbroswelding@yahoo.com

Address

Phone

940-867-4038

Is this a d/b/a (doing business as)?

☐ Yes

☒ No

EIN/TIN

85-4314754

CLAIMED EXEMPTION(S)

☒ Title 85A, Section 2 (18)(b)(4)

☐ Other:

AFFIRMATION AND SIGNATURE

I, the undersigned, hereby solemnly swear or affirm, under penalty of perjury, that I am exempt from the Oklahoma Workers' Compensation Act and hereby waive any claim against the State of Oklahoma, including but not limited to, the Owner and the Using Agency, and/or their agents, and I assume all responsibility for accidents, injuries or losses incurred by me or one of my employees, subcontractors or suppliers while in connection with any activity conducted with performance of the contract for construction, thereby releasing the aforesaid from any responsibility under the Workers' Compensation laws of the State of Oklahoma.

Authorized signature

Coby Hill

Date

4-8-25

Printed name

Coby Hill

Title

Owner

City of Lawton REQUEST FOR PROPOSALS

MAIL SEALED PROPOSALS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES REGARDING FORMS: <u>Colbie.Garrett@lawtonok.gov</u> ACCEPTING ELECTRONIC BIDS ON: <u>www.bidnetdirect.com/oklahoma/cityoflawton</u>	
Date Proposal Typed: <u>4/9/25</u> March 12, 2025	Date(s) Advertised: March 14, 2025	No Proposals Received After: April 9, 2025 2:00 P.M.	
Proposal Number and Title: RFPCL25-017 Dry Stall Structure at Lake Lawtonka - Robinson's Landing Requirements-type Proposal: ☒ yes ☐ no		Proposal valid until: <u>30 days</u>	
Bid Openings are held at Lawton City Hall 3rd Floor Finance Conference Room 212 SW 9th St. Lawton, OK 73501 @ 2:00pm			
Vendor Name and Point of Contact: <u>Clyde Riggs Construction</u> <u>Davis Canton 405-657-9994</u>		Reason for No Proposal:	
Mailing Address: <u>201 NE 70th Street Oklahoma City, OK 73105</u>			
City: _____ State: _____ Zip: _____	Delivery: _____		
Area Code and Phone Number: <u>405-657-9994</u>		Email Address: <u>daviscc@clcyderiggs.com</u>	
Federal Employer Identification Number or Social Security Number <u>73-1600973</u>			

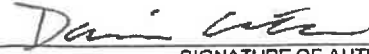
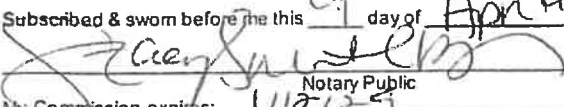
THIS PROPOSAL INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT:

STATE OF Oklahoma COUNTY OF Blaine, 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 this statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: Clyde Riggs Construction
 Address: 201 NE 70th Street
Oklahoma City, Oklahoma, 73105
 (City, State, Zip)
 Phone: 405-721-6001


 SIGNATURE OF AUTHORIZED AGENT
Davis Canton Project Manager
 PRINT/TYPE NAME/TITLE
 Subscribed & sworn before me this 9 day of April, 2025.

 Notary Public
 My Commission expires: 1/12/29

CONDITIONS FOR SUBMITTING PROPOSALS
PAGE 1 OF 11

FORM REVISED 2/14/22





Project	Dry Stall Structure at Lake Lawtonka	Project Number		Total SF	7200
Address	Lake Lawtonka	Estimate Number	01	\$ / SF	44.59
Descrip.	Boat Storage	Estimate Date	4/9/2025	Total Days	

CODE	DIVISION		% of Total	AMOUNT
SUMMARY				
01000	GENERAL CONDITIONS		0.09	\$27,699
02000	SITEWORK		0	\$0
03000	CONCRETE		0	\$0
04000	MASONRY		0	\$0
05000	METALS		0	\$0
06000	CARPENTRY		0	\$0
07000	THERMAL & MOISTURE		0	\$0
08000	DOORS & WINDOWS		0.08	\$26,500
09000	FINISHES		0	\$0
10000	SPECIALTIES		0	\$0
11000	EQUIPMENT		0	\$0
12000	FURNISHINGS		0	\$0
13000	SPECIAL CONSTRUCTION		0.69	\$222,500
14000	CONVEYING SYSTEMS		0	\$0
15000	MECHANICAL		0	\$0
16000	ELECTRICAL		0.03	\$8,650
SUBTOTALS				285,349
OVERHEAD & CONTRACTOR'S FEE		0.125		35,669
TOTALS				321,018

Exclusions:

Service to breaker panel or any costs from utility companies.
 Earthwork/Site prep. Based on CRC's understanding, the city will be constructing the building pad and later backfilling/grading for drainage.
 Site Utilities.
 Any bonding.
 Engineering fees or drawings for stamped building or foundation plans.
 BIM Modeling

Alternates:

Add \$4800 if termite pre treatment is required
 Add \$4,000 for gutters/downspouts
 Add \$12,000 to increase SOG from 4" to 6"
 See drawing for how the project was bid

01000	GENERAL CONDITIONS	quantity	units	amount	27,699
01071	Labor Burden	1.00	ls	2,211.00	2,211
01080	Insurance Policy	1.00	ls	1,600.00	1,600
01089	Building Permit	1.00	ls	2,018.00	2,018
01200	Plans & Reproduction	1.00	ls	200.00	200
01310	Superintendent	1.00	ls	5,800.00	5,800
01315	Mileage	1.00	ls	2,420.00	2,420
01320	Lodging/Per Diem	1.00	ls	800.00	800
01420	Dumpster	3.00	ea	500.00	1,500
01450	Testing & Inspection Services - if City would like CRC to perform special testing/inspections	1.00	ls	6,500.00	6,500
01520	Temporary Sanitation Facility	10.00	wk	150.00	1,500
01540	Tool/ Equipment Rental	1.00	ls	1,250.00	1,250
01570	Erosion Control	1.00	ls	1,000.00	1,000
01600	Carpentry Labor/ Clean Up	1.00	wk	900.00	900
02000	SITEWORK	quantity	units	amount	0
03000	CONCRETE	quantity	units	amount	0
	See special construction				
04000	MASONRY	quantity	units	amount	0
05000	METALS	quantity	units	amount	0
06000	CARPENTRY	quantity	units	amount	0
07000	THERMAL & MOISTURE	quantity	units	amount	0
08000	DOORS & WINDOWS	quantity	units	amount	26,500
08330	Maual Roll up Doors	1.00	ls	26,500.00	26,500
09000	FINISHES	quantity	units	amount	0

10000	SPECIALTIES	quantity	units	amount	0
11000	EQUIPMENT	quantity	units	amount	0
12000	FURNISHINGS	quantity	units	amount	0
13000	SPECIAL CONSTR.	quantity	units	amount	222,500
13120	Weld up metal building materials and erection. Building foundation and 4" SOG included	1.00	ls	222,500.00	222,500
14000	CONVEYING SYSTEMS	quantity	units	amount	0
15000	MECHANICAL	quantity	units	amount	0
16000	ELECTRICAL	quantity	units	amount	8,650
16100	Electric - panel, wiring, and fixtures as shown on attached plan. Excludes service	1.00	ls	8,650.00	8,650



CLYDRIG-02

LFORTUNE12

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 100101891 Hub International Mid-America 6100 S. Yale Avenue Suite 1900 Tulsa, OK 74136	CONTACT Leanna Fortune	
	PHONE (A/C, No, Ext): (405) 841-0105	FAX (A/C, No):
	E-MAIL ADDRESS: leanna.fortune@hubinternational.com	
INSURED Clyde Riggs Construction LLC 201 NE 70th Street Oklahoma City, OK 73105	INSURER(S) AFFORDING COVERAGE	
	INSURER A : National American Insurance Company (OK)	
	INSURER B : SiriusPoint Specialty Insurance Corporation	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			MP09581335	12/15/2024	12/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			MP09581335	12/15/2024	12/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			MB50560835	12/15/2024	12/15/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CW24951335	12/15/2024	12/15/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			PR13781335	12/15/2024	12/15/2025	Max Item (2,500 Ded) 100,000
B	Pollution			CPPLD000161900	4/10/2024	4/10/2025	Aggregate 2,000,000

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

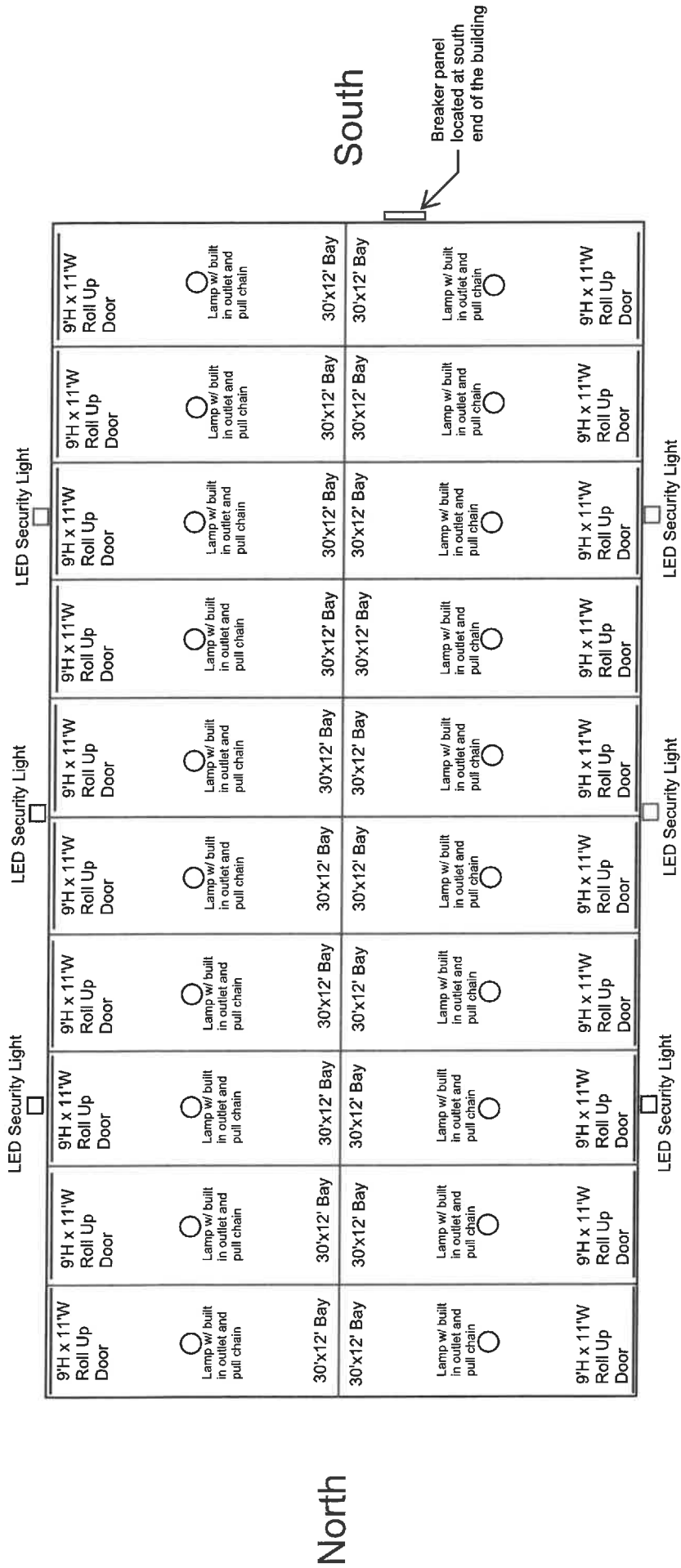
CERTIFICATE HOLDER

*** FOR INFORMATION PURPOSES ONLY ***

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



Foundation Notes:

1. Base price to include 4" 3500 psi SOG with 3/8" rebar @ 18" O.C. Add provided to move to 6" SOG
2. 12" wide x 18" deep perimeter footing
3. 4" compacted gravel on top of city built pad

Metal Building Notes:

1. 60'x120' with 11' sidewalls. Colors to be green and white. Galvalume roof. Weld up construction
2. 2:12 roof pitch
3. Interior metal partition walls to extend to roof deck

Electrical Notes:

1. Electrical service and breaker panel on the south side of the building
2. Provide and install one lamp with a built in outlet and pull chain per bay
3. Provide and install 6 LED Security Lights on the exterior of the building
4. Contractor to provide panel and wiring/fixtures as drawn. Service to panel and any costs from utility companies excluded
5. 100 amp service. 5 bays per circuit. One circuit for exterior lighting. Wiring to be run in conduit.

Item Title:

Consider the implementation of recommended traffic control devices in the form of a forced turn island at the intersection of NW Cache Rd NW 23rd Street, on the north side of the intersection.

Initiator: Michael Watrous, Director

Information Source: Michael Watrous, Director

Background:

On February 12th, 2025, Chick-Fil-A reached out to the City Planning department to request a "pork chop" (referred to as a forced turn island in traffic engineering standards) at the intersection of NW 23rd and NW Cache Rd. Plannign reached out to Public Works, who has been working on this request since. A recommendation to approve this device was made at the April 30th Streets and Bridges Committee meeting.

The intersection currently prohibits left turns via the use of a no-left turn sign, however, through visual observation, drivers regularly still try to make left-hand turns onto Cache from this intersection. As NW 23rd is a 2-lane road, any vehicles attempting a left turn onto the busy Cache Rd arterial, prevents traffic flow from NW 23rd onto Cache, regularly backing up traffic past businesses located along NW 23rd Street.

A request for traffic collisions from LPD in the requested location shows that since April 1st 2021 to February 13th, 2025, 23 collisions occurred in the area, only 1 of which resulted from an illegal left turn.

Correlation to the True North Statement:

The Citizen – Everything that we do is for the citizen, EVERYTHING
Responding to both a business's concern (Chick-Fil-A) and a traffic flow issue affecting citizens demonstrates a commitment to solving problems that directly impact daily life, safety, and mobility. The project prioritizes the function and wellbeing of the community over static or unenforced regulations.

Efficiency

The existing no-left-turn signage is insufficient. Installing a pork chop physically enforces proper turning behavior, reducing backups and improving the efficiency of traffic flow at a congested intersection. Public Works' continued evaluation and timely movement on the request shows an urgent, solution-driven approach.

Safe Community

Although illegal left turns only caused one collision in the dataset, the regular traffic congestion and erratic driver behavior present daily safety risks. Proactively redesigning the intersection—even before a higher collision rate occurs—demonstrates a preventative safety culture, not just a reactive one.

World-Class Customer Service

The City's responsiveness to a specific request from a business partner shows attentiveness and

willingness to act on community feedback. It also improves the experience for customers and commuters in the area—reflecting a citizen- and business-friendly service mindset.

Open for Business

Collaborating with a well-known national brand like Chick-Fil-A on a solution that enhances access, safety, and traffic conditions sends a strong signal that Lawton supports its business community. Improving infrastructure near a busy commercial corridor shows the city is proactive and receptive to business needs.

Our Pursuit of Excellence

Choosing a physical engineering solution instead of relying on passive enforcement (signage) shows Lawton is committed to best practices in traffic management. The use of traffic engineering standards and cross-department coordination reflects a high-performing, no-excuses mindset in addressing persistent urban issues.

Exhibit:

Location Map

Key Issues:

If approved by council, a traffic engineering design will be performed by a P.E. to ensure that the device allows for emergency vehicle traffic and other traffic considerations.

Funding Source:

Construction: FY26 Streets and Traffic Control Repair and Maintenance Budget - TBD

Engineering: FY25 Streets and Traffic Control, Professional Services - \$204,171.00 available

Staff Recommended Council Action:

Approve the implementation of recommended traffic control devices in the form of a forced turn island at the intersection of NW Cache Rd NW 23rd Street, on the north side of the intersection.

ATTACHMENTS:

1. Location



Item Title:

Consider accepting a grant up to \$70,000.00 to the Library from The Priddy Foundation to be designated for operational support and authorizing the Mayor to sign the contract and any reporting paperwork required.

Initiator: Kristin Herr, Director

Information Source: Kristin Herr, Director

Background:

These funds cannot supplant any type of government or municipal funding. The funds need to be spent by the end of 2025. The Mayor will need to sign the final report.

Correlation to the True North Statement:

In accordance with the True North Culture Statement in that we do everything for the citizens, this funding will be used for the library's greatest needs not currently or completely being met.

Exhibit:

Letter of Agreement

Key Issues:

n/a

Funding Source:

outside funding

Staff Recommended Council Action:

Accept a grant up to \$70,000.00 to the Library from The Priddy Foundation to be designated for operational support and authorize the Mayor to sign the contract and any reporting paperwork required.

ATTACHMENTS:

1. LOA Lawton



May 22, 2025

Ms. Kristin Herr, Library Director
City of Lawton, OK
212 SW 9th Street
Lawton, OK 73501

Dear Kristin:

On behalf of the Board of Trustees of The Priddy Foundation (the "Foundation"), I am pleased to tell you that, subject to your acceptance of all the terms and conditions set forth in this **GRANT AGREEMENT**, the City of Lawton, OK has been awarded a grant of **up to \$70,000** for the benefit of the Lawton Public Library under the Foundation's **Library Operational Support Community Impact Program 2025**. This grant is intended to provide additional operational funding for the Lawton Public Library's greatest operating needs not currently or completely being met with your annual operating budget. This grant is being awarded to your library as part of our Foundation's general operational support of rural libraries in our area.

To fund the grant, the Foundation will pay the City of Lawton, OK in one or more payments totaling **up to \$70,000** upon your submission back to us of this signed and dated letter of agreement.

As conditions of this grant, the City of Lawton, OK and the Lawton Public Library agree to the following:

- **THESE FUNDS CANNOT SUPPLANT ANY TYPE OF GOVERNMENT OR MUNICIPAL FUNDING.**
- An evaluation report concerning the impact of this grant on the Lawton Public Library will be provided on a form assigned by the Foundation, and due as specified in the emailed notification regarding the grant payment.
- Published information about your organization and the project itself, ***without mention of our funding***, does not require approval or pre-release notice.

If your organization is agreeable to, and accepts, all of the terms and conditions of this grant agreement, please so indicate by having the designated persons sign and submit this letter **on or before June 5, 2025**, and it shall become a binding agreement between us.

We extend our best wishes for the successful continuation of your library's contribution to the community.

Sincerely,



Dr. Shelley S. Sweatt
President and CEO

ACCEPTED this _____ day of _____, 2025, by the officers and directors of the City of Lawton, OK and the Lawton Public Library.

This grant agreement may be signed using one or more copies of this signature page, neither one of the pages needing to be signed by all of the parties, but when returned to the Foundation together shall be considered as a complete signature page. Also, when this signed grant agreement is electronically returned to us, it will be treated as an original document for our purposes.



Kristin Herr, Library Director
Lawton Public Library

Stan Booker, Mayor
City of Lawton, OK

Item Title:

Consider approving the Claims List for April 18, 2025 through May 15, 2025.

Initiator: Rebecca Johnson, Director

Information Source: Rebecca Johnson, Director

Background:

In accordance with Section 10-1-126 of the City of Lawton Code of Ordinances, the process for reviewing, approving, and reporting the payment of invoices is designed to ensure compliance with all applicable laws and policies. Invoices that meet all requirements under state and local regulations are approved for payment on a weekly basis. To maintain transparency and accountability, a list of all invoices proposed for payment is distributed to the city manager, city clerk, and internal auditor at least 24 hours before payments are issued. This list is also made available for review by the city council and the public in the city clerk's office. Additionally, the finance director provides the city council with a comprehensive list of all invoices paid since the last council meeting. This ensures council members are informed of financial transactions and can address any concerns or exceptions. The attached claims list complies with these procedures and is submitted for council review as part of the regular agenda.

Correlation to the True North Statement:

Transparency and Trust: we commit to open communication, transparency in our actions, and accountable decision-making.

Exhibit:

Claims List April 18, 2025 - May 15, 2025

Key Issues:

N/A

Funding Source:

Documented Separately on Claims List

Staff Recommended Council Action:

Consider approving the Claims List for April 18, 2025 through May 15, 2025.

ATTACHMENTS:

1. AP CHECK RECONCILIATION REGISTER 04.18.25 -05.15.2025

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10501

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
2471	05/12/2025	WIRE	001554 GLOBAL PAYMENTS INC	151.57			
2478	05/02/2025	WIRE	001141 GLOBAL PAYMENTS DIRECT, I	140.00			
4085	04/24/2025	EFT	001451 ASHLEY BROWN	1,674.00			
4086	04/24/2025	EFT	005224 BLUE TEAM ROOFING, LLC	501,732.66			
4087	04/24/2025	EFT	004845 BT LAWN MAINTENANCE	374.00			
4088	04/24/2025	EFT	004793 BUDGET LAWN AND TREE SERV	6,375.00			
4089	04/24/2025	EFT	001029 CHAMELEON INDUSTRIES INC	8,845.41			
4090	04/24/2025	EFT	004617 DOLESE BROS. CO.	21,051.36			
4091	04/24/2025	EFT	001259 ELITE POWER SERVICES INC	5,150.57			
4092	04/24/2025	EFT	004613 FIRES INNOVATION SCIENCE	483,430.36			
4093	04/24/2025	EFT	001064 GARVER LLC	1,024.35			
4094	04/24/2025	EFT	001064 GARVER LLC	409,249.27			
4095	04/24/2025	EFT	003554 GRAINGER	34.52			
4096	04/24/2025	EFT	004153 H.G. JENKINS CONSTRUCTION	16,742.81			
4097	04/24/2025	EFT	001021 INDIAN NATION WHOLESALE C	2,060.47			
4098	04/24/2025	EFT	004173 JAMES SUPPLIES LLC	209.86			
4099	04/24/2025	EFT	001017 JOE'S BACKHOE SERVICE	1,997.50			
4100	04/24/2025	EFT	002198 BILL MILLER AND NOBLE HEA	5,007.11			
4102	04/24/2025	EFT	004621 MAXWELL SUPPLY CO	11,872.00			
4103	04/24/2025	EFT	003309 MCAFEE & TAFT	21,513.80			
4104	04/24/2025	EFT	002661 MIDWEST HOSE & SPECIALTY	490.02			
4105	04/24/2025	EFT	004219 MT SCOTT FEED	226.00			
4106	04/24/2025	EFT	005233 RIVER CITY HYDRAULICS, IN	1,373.50			
4108	04/24/2025	EFT	002565 SPECIAL-OPS UNIFORMS INC	413.97			
4109	04/24/2025	EFT	005154 STANDARD TESTING & ENGINE	34,914.03			
4110	04/24/2025	EFT	003001 SW READY-MIX	11,094.49			
4111	04/24/2025	EFT	005207 TAHAH LAWN CARE & LANDSCAP	600.00			
4112	04/24/2025	EFT	003950 TEEN CHALLENGE OF OKLAHOM	2,310.00			
4113	04/24/2025	EFT	004690 WATER TECH, INC.	7,969.20			
4114	04/24/2025	EFT	004441 WYNN CONSTRUCTION CO., IN	813,680.92			
4115	04/29/2025	WIRE	999991 DEVONNE DAVIS	92.00			
4116	05/01/2025	EFT	001508 AERZEN USA CORP	42,630.00			
4117	05/01/2025	EFT	004774 ALERT ALL CORP	2,024.00			
4119	05/01/2025	EFT	001019 ARA EQUIPMENT RENTAL	1,013.00			
4120	05/01/2025	EFT	005196 BEDROCK NURSERY INC.	17,000.00			
4121	05/01/2025	EFT	004845 BT LAWN MAINTENANCE	136.00			
4122	05/01/2025	EFT	004793 BUDGET LAWN AND TREE SERV	1,650.00			
4123	05/01/2025	EFT	001029 CHAMELEON INDUSTRIES INC	8,792.27			
4124	05/01/2025	EFT	004605 C L BOYD	54,576.42			
4125	05/01/2025	EFT	001003 DELL MARKETING LP	31,494.91			
4126	05/01/2025	EFT	005238 EAGLE GLOBAL VENTURES, LL	690.00			
4127	05/01/2025	EFT	005238 EAGLE GLOBAL VENTURE, LLC	414.00			
4128	05/01/2025	EFT	001331 EST INC.	1,248.00			
4129	05/01/2025	EFT	001064 GARVER LLC	31,478.15			
4130	05/01/2025	EFT	004153 H.G. JENKINS CONSTRUCTION	225.37			
4131	05/01/2025	EFT	002111 HENDRICKSON TRANSPORTATIO	16,000.00			
4132	05/01/2025	EFT	005156 H W LOCHNER INC	4,223.00			
4133	05/01/2025	EFT	001702 JACKIE C CRABTREE	2,850.00			
4134	05/01/2025	EFT	004587 JACOBS ENGINEERING GROUP	283,682.79			
4135	05/01/2025	EFT	004173 JAMES SUPPLIES LLC	135.88			
4136	05/01/2025	EFT	001017 JOE'S BACKHOE SERVICE	1,572.50			
4137	05/01/2025	EFT	005149 JONES & BARLETT LEARNING,	2,996.98			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10501

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
4138	05/01/2025	EFT	005195 LATIMER TRUCKING LLC	5,000.00			
4139	05/01/2025	EFT	004621 MAXWELL SUPPLY CO	523.56			
4140	05/01/2025	EFT	005203 PIONEER SUPPLY,LLC	58,750.21			
4141	05/01/2025	EFT	005154 STANDARD TESTING & ENGINE	1,500.75			
4142	05/01/2025	EFT	003001 SW READY-MIX	5,170.80			
4143	05/01/2025	EFT	004439 T&M AIR SOLUTIONS LLC	14,010.50			
4144	05/01/2025	EFT	005207 TAHAH LAWN CARE & LANDSCAP	840.00			
4145	05/01/2025	EFT	003950 TEEN CHALLENGE OF OKLAHOM	7,350.00			
4146	05/01/2025	EFT	004372 TRIANGLE SECURITY SERVICE	4,029.75			
4147	05/01/2025	EFT	004180 WORTH HYDROCHEM OF OKLAHO	81,152.94			
4149	05/07/2025	EFT	003967 BANCFIRST	15,000.00			
4150	05/08/2025	EFT	001589 ANGELO HOUSTON	322.50			
4151	05/08/2025	EFT	001019 ARA EQUIPMENT RENTAL	1,138.50			
4152	05/08/2025	EFT	001451 ASHLEY BROWN	1,255.50			
4153	05/08/2025	EFT	004845 BT LAWN MAINTENANCE	102.00			
4154	05/08/2025	EFT	004843 C2,LLC DBA TRACKER	4,980.00			
4155	05/08/2025	EFT	001029 CHAMELEON INDUSTRIES INC	4,526.44			
4156	05/08/2025	EFT	004605 C L BOYD	16,013.89			
4157	05/08/2025	EFT	005145 CORNERSTONE GOVERNMENT AF	5,000.00			
4158	05/08/2025	EFT	002852 CRAWFORD & ASSOCIATES	2,197.50			
4159	05/08/2025	EFT	004821 DATAPROSE, LLC	17,702.25			
4160	05/08/2025	EFT	001003 DELL MARKETING LP	6,313.34			
4161	05/08/2025	EFT	005238 EAGLE GLOBAL VENTURE, LLC	621.00			
4162	05/08/2025	EFT	001259 ELITE POWER SERVICES INC	515.00			
4163	05/08/2025	EFT	001064 GARVER LLC	720.00			
4164	05/08/2025	EFT	002770 GLENN OIL CO,LLC	64,087.12			
4165	05/08/2025	EFT	003554 GRAINGER	197.35			
4166	05/08/2025	EFT	004723 USA BLUE BOOK	1,093.31			
4167	05/08/2025	EFT	001021 INDIAN NATION WHOLESALE C	3,532.70			
4168	05/08/2025	EFT	001017 JOE'S BACKHOE SERVICE	2,805.00			
4169	05/08/2025	EFT	004772 LAWTON/FT SILL ECONOMIC D	59,201.88			
4170	05/08/2025	EFT	002661 MIDWEST HOSE & SPECIALTY	1,061.04			
4171	05/08/2025	EFT	001818 MILLER-TIPPENS CONSTRUCTI	3,020,524.80			
4172	05/08/2025	EFT	004446 OK MUNICIPAL LEAGUE	495.00			
4173	05/08/2025	EFT	005204 PROPIO LS LLC	79.20			
4174	05/08/2025	EFT	005233 RIVER CITY HYDRAULICS, IN	211,461.07			
4175	05/08/2025	EFT	005163 SOUTHWEST WATER WORKS, LL	467,321.62			
4176	05/08/2025	EFT	005154 STANDARD TESTING & ENGINE	560.75			
4177	05/08/2025	EFT	003001 SW READY-MIX	1,939.05			
4178	05/08/2025	EFT	003950 TEEN CHALLENGE OF OKLAHOM	67,707.50			
4179	05/08/2025	EFT	001555 TIMCO BLASTING & COATINGS	1,738,613.58			
4180	05/08/2025	EFT	004372 TRIANGLE SECURITY SERVICE	19,494.00			
4181	05/08/2025	EFT	004473 UNITED SAFETY & CLAIMS, I	3,350.00			
4182	05/09/2025	WIRE	999991 Brightsun Energy OK LLC	122.34			
4183	05/15/2025	EFT	001589 ANGELO HOUSTON	495.00			
4184	05/15/2025	EFT	005196 BEDROCK NURSERY INC.	11,099.40			
4185	05/15/2025	EFT	005140 CHARM-TEX, INC.	5,791.80			
4186	05/15/2025	EFT	004452 CITY CARBONIC LLC	812.50			
4187	05/15/2025	EFT	004605 C L BOYD	36,105.81			
4188	05/15/2025	EFT	001356 DAVECO ENTERPRISES LLC	1,480.32			
4189	05/15/2025	EFT	004617 DOLESE BROS. CO.	31,946.03			
4190	05/15/2025	EFT	005238 EAGLE GLOBAL VENTURE, LLC	345.00			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10501

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
4191	05/15/2025	EFT	004613 FIRES INNOVATION SCIENCE	626,914.70			
4192	05/15/2025	EFT	001064 GARVER LLC	110,285.57			
4193	05/15/2025	EFT	002770 GLENN OIL CO,LLC	559.70			
4194	05/15/2025	EFT	004153 H.G. JENKINS CONSTRUCTION	3,633.25			
4195	05/15/2025	EFT	004723 USA BLUE BOOK	1,411.96			
4196	05/15/2025	EFT	001021 INDIAN NATION WHOLESALE C	2,079.29			
4197	05/15/2025	EFT	005153 INTERRA HYDRO, INC.	9,405.00			
4198	05/15/2025	EFT	001702 JACKIE C CRABTREE	2,850.00			
4199	05/15/2025	EFT	001017 JOE'S BACKHOE SERVICE	297.50			
4200	05/15/2025	EFT	004621 MAXWELL SUPPLY CO	946.11			
4201	05/15/2025	EFT	002661 MIDWEST HOSE & SPECIALTY	4,746.40			
4202	05/15/2025	EFT	004612 PERKINS OFFICE MACHINES,	330.00			
4203	05/15/2025	EFT	005255 SCP DISTRIBUTORS LLC	815.89			
4204	05/15/2025	EFT	005163 SOUTHWEST WATER WORKS, LL	1,368,260.78			
4205	05/15/2025	EFT	003001 SW READY-MIX	1,782.70			
4206	05/15/2025	EFT	005207 TAHAH LAWN CARE & LANDSCAP	1,560.00			
4207	05/15/2025	EFT	003950 TEEN CHALLENGE OF OKLAHOM	475.00			
4208	05/15/2025	EFT	001155 UTILITY TECHNOLOGY SERVIC	18,240.00			
4209	05/15/2025	EFT	004690 WATER TECH, INC.	3,984.60			
4210	05/15/2025	EFT	002912 WOODWARDS DEPT STORE	735.00			
4211	05/15/2025	EFT	004180 WORTH HYDROCHEM OF OKLAHO	3,334.10			
123705	04/18/2025	PRINTED	000036 AFL-CIO		6,134.18		1 04/24/2025
123706	04/18/2025	PRINTED	000009 ASHLEY ROBERTS		178.95		1 04/25/2025
123707	04/18/2025	PRINTED	000101 AUSTIN B RABON		349.91		1 04/25/2025
123708	04/18/2025	PRINTED	000058 CALIFORNIA STATE DISBURSE		352.61		1 05/01/2025
123709	04/18/2025	PRINTED	000048 CITY OF LAWTON FUND 67		10,682.14		1 04/24/2025
123710	04/18/2025	PRINTED	000049 CITY OF LAWTON GENERAL FU		236.30		1 04/24/2025
123711	04/18/2025	PRINTED	000050 CITY OF LAWTON INSURANCE		275,780.15		1 04/24/2025
123712	04/18/2025	PRINTED	000047 CITY OF LAWTON PENSION FU		119,815.07		1 04/24/2025
123713	04/18/2025	PRINTED	000057 COMANCHE NATION CHILD SUP		415.38		1 04/24/2025
123714	04/18/2025	PRINTED	000066 EDNA MARIE SLACK		115.38		1 05/01/2025
123715	04/18/2025	PRINTED	000006 FAMILY SUPPORT PAYMENT CE		185.08		1 05/01/2025
123716	04/18/2025	PRINTED	000094 FAMILY SUPPORT REGISTRY		148.65		1 05/01/2025
123717	04/18/2025	PRINTED	000046 LAWTON FIREFIGHTERS HEALT	75,034.94			
123718	04/18/2025	PRINTED	000045 LAWTON FIREFIGHTERS ASSOC	5,432.32			
123719	04/18/2025	PRINTED	000033 FIREFIGHTERS PENSION AND		86,224.14		1 05/01/2025
123720	04/18/2025	PRINTED	000037 FRATERNAL ORDER OF POLICE		1,673.00		1 04/24/2025
123721	04/18/2025	PRINTED	000035 IAFF-PAC	2,959.74			
123722	04/18/2025	PRINTED	000090 IDAHO CHILD SUPPORT RECEI		102.70		1 05/01/2025
123723	04/18/2025	PRINTED	000100 INTERNAL REVENUE SERVICE		422.52		1 05/13/2025
123724	04/18/2025	PRINTED	000056 LEGALSHIELD		359.04		1 04/24/2025
123725	04/18/2025	PRINTED	000027 LOVE BEAL & NIXON		1,313.52		1 04/24/2025
123726	04/18/2025	PRINTED	000076 MISSIONSQUARE		8,718.40		1 05/01/2025
123727	04/18/2025	PRINTED	000002 MISSISSIPPI DEPARTMENT OF		212.33		1 05/01/2025
123728	04/18/2025	PRINTED	000001 OK CENTRALIZED SUPPORT RE		6,201.65		1 04/24/2025
123729	04/18/2025	PRINTED	000030 OKLAHOMA MUNICIPAL RETIRE		24,129.22		1 04/25/2025
123730	04/18/2025	PRINTED	000053 OKLAHOMA TAX COMMISSION		407.04		1 05/13/2025
123731	04/18/2025	PRINTED	000092 ROBINSON, HOOVER, & FUDGE		358.77		1 04/25/2025
123732	04/18/2025	PRINTED	000013 SOCIAL SECURITY ADMINIST	150.00			
123733	04/18/2025	PRINTED	000069 TEXAS CHILD SUPPORT SDU		1,222.58		1 05/01/2025
123734	04/18/2025	PRINTED	000087 TODAY CASH	250.03			
123735	04/18/2025	PRINTED	000051 UNION ADMIN		30.82		1 04/22/2025

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10501

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
123736	04/18/2025	PRINTED	000039 UNITED WAY		568.39	1	05/02/2025
123737	04/18/2025	PRINTED	000098 UNIVERSITY OF OKLAHOMA		50.00	1	05/13/2025
123738	04/18/2025	PRINTED	000015 JOHN HARDEMAN, TRUSTEE		209.08	1	05/02/2025
123739	04/24/2025	PRINTED	001737 A+ CONSTRUCTION & UTILITI		20,750.00	1	05/02/2025
123740	04/24/2025	PRINTED	001521 AARON LATHROM HARRIS		1,200.05	1	05/02/2025
123741	04/24/2025	PRINTED	004811 ACCURATE ENVIRONMENTAL		2,120.00	1	05/02/2025
123742	04/24/2025	PRINTED	001842 ACTION TARGET		633.63	1	05/13/2025
123743	04/24/2025	PRINTED	001864 ADCOMP SYSTEMS, INC		44.59	1	05/02/2025
123744	04/24/2025	PRINTED	001307 AETNA BEHAVIORAL HEALTH L		1,256.00	1	05/13/2025
123745	04/24/2025	PRINTED	001680 AFFINITEE SHIRT CO		88.32	1	05/13/2025
123746	04/24/2025	PRINTED	002003 AIRGAS USA LLC		528.54	1	05/13/2025
123747	04/24/2025	PRINTED	001577 ALLIED LAB INC		825.00	1	05/13/2025
123748	04/24/2025	PRINTED	002172 ALLIED UNIVERSAL TECHNOLO		72.60	1	05/02/2025
123749	04/24/2025	PRINTED	003375 ALLISON EXCAVATION/BACKHO	16,530.00			
123750	04/24/2025	PRINTED	004573 ALLSTATE TERMITE & PEST S		915.00	1	05/13/2025
123751	04/24/2025	PRINTED	004607 ALLTERRA CENTRAL, INC.		1,590.00	1	05/13/2025
123752	04/24/2025	PRINTED	003867 AMAZON CAPITAL SERVICES		4,266.90	1	05/13/2025
123753	04/24/2025	PRINTED	001386 AMBITEC, INC	629.99			
123754	04/24/2025	PRINTED	003378 AMERICAN ELECTRIC POWER		47,590.47	1	05/13/2025
123755	04/24/2025	PRINTED	004174 APPLIED CONCEPTS INC		462.25	1	05/13/2025
123756	04/24/2025	PRINTED	001037 AT & T		7,001.35	1	05/13/2025
123757	04/24/2025	PRINTED	001865 AUTO ALIGNMENT	155.00			
123758	04/24/2025	PRINTED	001668 AXON ENTERPRISE INC		390,064.67	1	05/13/2025
123759	04/24/2025	PRINTED	001683 BANC OF AMERICA PUBLIC CA		19,632.72	1	05/13/2025
123760	04/24/2025	PRINTED	002821 BOK FINANCIAL SECURITIES,		152,000.00	1	05/02/2025
123761	04/24/2025	PRINTED	003383 BANK OF OKLAHOMA N.A./OKC		71,769.84	1	05/02/2025
123762	04/24/2025	PRINTED	003383 BOKF, NA		559,400.00	1	05/02/2025
123763	04/24/2025	PRINTED	002208 BIMBO BAKERIES USA INC		256.00	1	05/13/2025
123764	04/24/2025	PRINTED	001951 BRADY CORPORATION	82.01			
123765	04/24/2025	PRINTED	003083 BRENNTAG SOUTHWEST INC		9,446.11	1	05/13/2025
123766	04/24/2025	PRINTED	001785 COVETRUS NORTH AMERICA		1,192.79	1	05/13/2025
123767	04/24/2025	PRINTED	003869 CAMERON UNIVERSITY		9.00	1	05/13/2025
123768	04/24/2025	PRINTED	002365 CASCO INDUSTRIES INC		2,870.00	1	05/13/2025
123769	04/24/2025	PRINTED	004741 CDBL INC		1,244,004.34	1	04/25/2025
123770	04/24/2025	PRINTED	001053 CENTER FOR OCCUPATIONAL H		550.00	1	05/02/2025
123771	04/24/2025	PRINTED	002157 CHECKER WRECKER & AUTO SA		662.90	1	05/13/2025
123772	04/24/2025	PRINTED	004323 CITY CLERK CASH ACCOUNT		20.00	1	05/13/2025
123773	04/24/2025	VOID	002443 COMANCHE COUNTY CLERK	.00			
123774	04/24/2025	PRINTED	002358 COMANCHE CO HEALTH DEPT		218.00	1	05/13/2025
123775	04/24/2025	PRINTED	002358 COMANCHE CO HEALTH DEPT		8,685.75	1	05/13/2025
123776	04/24/2025	PRINTED	001707 CORE & MAIN LP		27,328.00	1	05/13/2025
123777	04/24/2025	PRINTED	002511 COTTON ELECTRIC CO-OP		1,521.53	1	05/02/2025
123778	04/24/2025	PRINTED	002562 DEMCO		85.20	1	05/13/2025
123779	04/24/2025	PRINTED	001849 DENNIS KYLE STEVENS		900.00	1	05/02/2025
123780	04/24/2025	PRINTED	001876 DEREK LEMOS		18,050.00	1	05/02/2025
123781	04/24/2025	PRINTED	004778 DUNLAP CODDING PC		1,912.50	1	05/13/2025
123782	04/24/2025	PRINTED	001079 EXPRESS EMPLOYMENT PROFES		5,343.85	1	05/02/2025
123783	04/24/2025	PRINTED	001947 FIRST - FIRST RESPONDER S	3,750.00			
123784	04/24/2025	PRINTED	004155 FIDELITY COMMUNICATIONS		86.93	1	05/13/2025
123785	04/24/2025	PRINTED	001183 FIRE EXTINGUISHER SALES &		425.00	1	05/13/2025
123786	04/24/2025	PRINTED	004474 FLOYD & DRIVER, PLLC	182,500.00			
123787	04/24/2025	PRINTED	003335 FRED BREWER SALES, INC		580.00	1	05/02/2025

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10501

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
123788	04/24/2025	PRINTED	001824 FREESE AND NICHOLS INC		8,598.09	1	05/13/2025
123789	04/24/2025	PRINTED	001845 FUSION SIGN & DESIGN INC		125.00	1	05/02/2025
123790	04/24/2025	PRINTED	001127 GALLS, AN ARAMARK COMPANY		2,600.00	1	05/13/2025
123791	04/24/2025	PRINTED	001829 GILL'S DEMOLITION & BACKH		5,500.00	1	05/02/2025
123792	04/24/2025	PRINTED	002769 GILLS CUSTOM FRAMING		176.85	1	05/13/2025
123793	04/24/2025	PRINTED	001588 GO SPARQ LLC		7,581.98	1	05/02/2025
123794	04/24/2025	PRINTED	003505 HACH		992.22	1	05/13/2025
123795	04/24/2025	PRINTED	004465 HEARTLAND FIRE TRUCKS LLC		1,771.68	1	05/13/2025
123796	04/24/2025	PRINTED	002850 HEAVY TRUCK & TRAILER		37.20	1	05/02/2025
123797	04/24/2025	PRINTED	001147 INTEGRITY CONSTRUCTION SE		64,825.00	1	05/02/2025
123798	04/24/2025	PRINTED	001682 KAESER COMPRESSORS INC		4,343.43	1	05/13/2025
123799	04/24/2025	PRINTED	003029 L & L MACHINE SHOP		2,100.00	1	05/02/2025
123800	04/24/2025	PRINTED	001828 LAWTON NEWSPAPER LLC		720.05	1	05/02/2025
123801	04/24/2025	PRINTED	002173 LEXISNEXIS RISK SOLUTIONS		1,440.00	1	05/13/2025
123802	04/24/2025	PRINTED	004327 LIPPE FEDERAL LLC		1,932.84	1	05/13/2025
123803	04/24/2025	PRINTED	005236 LJ'S FLOOR COVERING		14,955.05	1	05/02/2025
123804	04/24/2025	PRINTED	001543 MACKAY LAW FIRM PLLC		280.00	1	05/02/2025
123805	04/24/2025	PRINTED	001040 MARIE DETTY YOUTH & FAMIL		7,186.34	1	05/02/2025
123806	04/24/2025	PRINTED	001583 MATHESON TRI-GAS INC		798.52	1	05/13/2025
123807	04/24/2025	PRINTED	001032 MIDWEST TAPE LLC		6,000.00	1	05/13/2025
123808	04/24/2025	PRINTED	001072 MTM RECOGNITION CORPORATI		800.00	1	05/02/2025
123809	04/24/2025	PRINTED	001684 NAPA AUTO PARTS		73,094.41	1	05/13/2025
123810	04/24/2025	PRINTED	002873 O'REILLY AUTO PARTS		397.90	1	05/13/2025
123811	04/24/2025	PRINTED	001672 OKLAHOMA DEPARTMENT OF EN		682.00	1	05/02/2025
123812	04/24/2025	PRINTED	001672 OKLAHOMA DEPARTMENT OF EN		85,047.84	1	05/02/2025
123813	04/24/2025	PRINTED	003106 OKLAHOMA STATE UNIVERSITY		5,400.00	1	05/02/2025
123814	04/24/2025	PRINTED	002598 OTA PIKEPASS		39.37	1	05/13/2025
123815	04/24/2025	PRINTED	002598 OTA-PLATEPAY		38.80	1	05/02/2025
123816	04/24/2025	PRINTED	999991 Head Start Telecom	115.00			
123817	04/24/2025	PRINTED	999991 Head Start Telecom	115.00			
123818	04/24/2025	PRINTED	999991 Head Start Telecom	115.00			
123819	04/24/2025	PRINTED	999991 INGLE, JERRY L & JACQUELI		229.95	1	05/13/2025
123820	04/24/2025	PRINTED	999998 ALEXANDER CASSADOR		26.19	1	05/13/2025
123821	04/24/2025	PRINTED	999998 BARRY EZERSKI		6.75	1	05/13/2025
123822	04/24/2025	PRINTED	999998 BENJAMIN PARSON		61.19	1	05/02/2025
123823	04/24/2025	PRINTED	999998 BERE RENTAL LLC		2,335.15	1	05/02/2025
123824	04/24/2025	PRINTED	999998 BLAKE DORITY	66.19			
123825	04/24/2025	PRINTED	999998 CFF BUSINESS LLC	66.15			
123826	04/24/2025	PRINTED	999998 CHRISTIE OVERTON	66.11			
123827	04/24/2025	PRINTED	999998 ERIN MOSS		66.11	1	05/13/2025
123828	04/24/2025	PRINTED	999998 EUNYCE OLIVERO		52.73	1	05/14/2025
123829	04/24/2025	PRINTED	999998 GEORGE M STRICKLAND		65.28	1	05/13/2025
123830	04/24/2025	PRINTED	999998 GUILDHALL GAMING		2,850.00	1	05/02/2025
123831	04/24/2025	PRINTED	999998 JESSAMY CZERNIECKI	23.04			
123832	04/24/2025	PRINTED	999998 JOHN HODGES		43.19	1	05/02/2025
123833	04/24/2025	PRINTED	999998 MARIA M JIRON	66.15			
123834	04/24/2025	PRINTED	999998 MARTINDALE FARMS INC	43.19			
123835	04/24/2025	PRINTED	999998 MICHELE MELTON		43.15	1	05/12/2025
123836	04/24/2025	PRINTED	999998 RACHAEL WALLENBURG	50.09			
123837	04/24/2025	PRINTED	999998 RYSON LOK, LLC	66.15			
123838	04/24/2025	PRINTED	999998 SHEFFIELD CONSTRUCTION LL		45.10	1	05/12/2025
123839	04/24/2025	PRINTED	999998 ZACHARILEY CHAVEZ		12.67	1	05/12/2025

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10501

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
123840	04/24/2025	PRINTED	999995 SILVIA WASHINGTON		199.00	1	05/12/2025
123841	04/24/2025	PRINTED	002320 PATCO ELECTRICAL SVCS, IN		750.50	1	05/02/2025
123842	04/24/2025	PRINTED	004506 PEN-LINK LTD	2,766.30			
123843	04/24/2025	PRINTED	005121 PERDUE BRANDON FIELDER CO		12,725.90	1	05/12/2025
123844	04/24/2025	PRINTED	004329 PETTY CASH		42.00	1	05/02/2025
123845	04/24/2025	PRINTED	004151 POLYDYNE INC		4,646.00	1	05/12/2025
123846	04/24/2025	PRINTED	002327 PRIEST BROTHERS INC		85.00	1	05/12/2025
123847	04/24/2025	PRINTED	005260 QUADIEN FINANCE USA, INC		7,687.06	1	05/12/2025
123848	04/24/2025	PRINTED	001880 QUADIEN LEASING USA, INC		2,398.14	1	05/12/2025
123849	04/24/2025	PRINTED	001862 QUILL LLC		1,433.88	1	05/12/2025
123850	04/24/2025	PRINTED	002192 RED WING BUSINESS ADVANTA		357.49	1	05/12/2025
123851	04/24/2025	PRINTED	001157 REDNECK DOOR		1,875.00	1	05/02/2025
123852	04/24/2025	PRINTED	001013 ROBERT THOMAS CPA LLC		2,000.00	1	05/12/2025
123853	04/24/2025	PRINTED	004255 RON STEPHENS		388.38	1	05/12/2025
123854	04/24/2025	PRINTED	001769 SCIH ICE HOLDINGS INC		490.25	1	05/12/2025
123855	04/24/2025	PRINTED	005255 SCP DISTRIBUTORS LLC		2,663.04	1	05/12/2025
123856	04/24/2025	PRINTED	001097 ARVEST BANK OPERATIONS, I		17,006.07	1	05/12/2025
123857	04/24/2025	PRINTED	004170 SHANE BURK GLASS		275.00	1	05/02/2025
123858	04/24/2025	PRINTED	001938 SOUTHWEST ABSTRACT & TITL		22,896.50	1	05/02/2025
123859	04/24/2025	PRINTED	001938 SOUTHWEST ABSTRACT & TITL		110,366.00	1	05/02/2025
123860	04/24/2025	PRINTED	001938 SOUTHWEST ABSTRACT & TITL		49,360.50	1	05/02/2025
123861	04/24/2025	PRINTED	001938 SOUTHWEST ABSTRACT & TITL		36,793.50	1	05/02/2025
123862	04/24/2025	PRINTED	001853 SOUTHWEST CHEMICAL OF LAW		1,006.50	1	05/02/2025
123863	04/24/2025	PRINTED	002187 SPENCE TRANSPORTATION		8,996.08	1	05/02/2025
123864	04/24/2025	PRINTED	001435 STEIDLEY & NEAL, PLLC		6,430.86	1	05/02/2025
123865	04/24/2025	PRINTED	004735 SUMMIT UTILITIES OKLAHOMA		151.59	1	05/12/2025
123866	04/24/2025	PRINTED	003597 T & W TIRE		38.45	1	05/02/2025
123867	04/24/2025	PRINTED	005213 TULSA WINWATER CO.		4,956.77	1	05/12/2025
123868	04/24/2025	PRINTED	002067 TYLER TECHNOLOGIES INC		7,058.12	1	05/02/2025
123869	04/24/2025	PRINTED	004199 UNIFIRST FIRST AID CORPOR		812.76	1	05/12/2025
123870	04/24/2025	PRINTED	001874 UNIFIRST CORPORATION		1,593.83	1	05/12/2025
123871	04/24/2025	PRINTED	002286 UNIVAR SOLUTIONS USA INC		7,374.15	1	05/12/2025
123872	04/24/2025	PRINTED	002231 DON CANTRELL		425.00	1	05/02/2025
123873	04/24/2025	PRINTED	003514 WARREN CAT		1,279.29	1	05/12/2025
123874	04/24/2025	PRINTED	004690 WATER TECH, INC.		1,293.15	1	05/12/2025
123875	04/24/2025	PRINTED	003738 WAURIKA PROJECT MASTER		279,242.22	1	05/12/2025
123876	04/24/2025	PRINTED	005150 WHITEHEAD PLUMBING LLC		4,885.00	1	05/02/2025
123877	04/24/2025	PRINTED	001207 WICHITA-SNIDER MECHANICAL		195.00	1	05/02/2025
123878	04/24/2025	PRINTED	004185 WINSUPPLY LAWTON		483.36	1	05/12/2025
123879	04/24/2025	PRINTED	001928 WSB LLC		3,090.00	1	05/12/2025
123880	04/25/2025	PRINTED	000050 CITY OF LAWTON INSURANCE		25,081.12	1	05/13/2025
123881	05/01/2025	PRINTED	001737 A+ CONSTRUCTION & UTILITI		14,000.00	1	05/13/2025
123882	05/01/2025	PRINTED	004811 ACCURATE ENVIRONMENTAL		176.00	1	05/13/2025
123883	05/01/2025	PRINTED	001963 ADOLPH KIEFER & ASSOCIATE		13,216.73	1	05/13/2025
123884	05/01/2025	PRINTED	002003 AIRGAS USA LLC		473.42	1	05/13/2025
123885	05/01/2025	PRINTED	004573 ALLSTATE TERMITE & PEST S	110.00			
123886	05/01/2025	PRINTED	003867 AMAZON CAPITAL SERVICES		1,822.09	1	05/13/2025
123887	05/01/2025	PRINTED	003378 AMERICAN ELECTRIC POWER	27,871.98			
123888	05/01/2025	PRINTED	001109 AMERICAN WATER WORKS ASSN		276.00	1	05/13/2025
123889	05/01/2025	PRINTED	001589 ANGELO HOUSTON		240.00	1	05/13/2025
123890	05/01/2025	PRINTED	004768 AQUAMARINE, LLC		839.23	1	05/13/2025
123891	05/01/2025	PRINTED	004768 AQUAMARINE, LLC		850.83	1	05/13/2025

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10501

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
123892	05/01/2025	PRINTED	001738 AUTOMATIONDIRECT.COM INC		274.00	1	05/13/2025
123893	05/01/2025	PRINTED	003383 BANK OF OKLAHOMA N.A./OKC		1,396,280.12	1	05/13/2025
123894	05/01/2025	PRINTED	003083 BRENNTAG SOUTHWEST INC		19,161.11	1	05/13/2025
123895	05/01/2025	PRINTED	001785 COVETRUS NORTH AMERICA	3,447.09			
123896	05/01/2025	PRINTED	003224 C H GUERNSEY & COMPANY		111,322.00	1	05/13/2025
123897	05/01/2025	PRINTED	001131 CAPITOL ELECTRIC MOTOR RE		9,200.00	1	05/13/2025
123898	05/01/2025	PRINTED	003119 CDWG		2,261.76	1	05/14/2025
123899	05/01/2025	PRINTED	002116 RANDALL SCOTT VAUGHN		712.50	1	05/13/2025
123900	05/01/2025	PRINTED	002443 COMANCHE COUNTY CLERK		362.14	1	05/09/2025
123901	05/01/2025	PRINTED	002443 COMANCHE COUNTY CLERK		956.00	1	05/13/2025
123902	05/01/2025	PRINTED	002443 COMANCHE COUNTY CLERK		960.00	1	05/07/2025
123903	05/01/2025	PRINTED	002443 COMANCHE COUNTY CLERK		948.00	1	05/13/2025
123904	05/01/2025	PRINTED	002443 COMANCHE COUNTY CLERK		724.00	1	05/07/2025
123905	05/01/2025	PRINTED	001707 CORE & MAIN LP		37,900.00	1	05/14/2025
123906	05/01/2025	PRINTED	004455 DEVINE ENTITIES		38,000.00	1	05/13/2025
123907	05/01/2025	PRINTED	004189 DIGITAL ASSURANCE CERTIFI		3,000.00	1	05/14/2025
123908	05/01/2025	PRINTED	001169 DON EVANS WINDOW TINT		1,415.83	1	05/13/2025
123909	05/01/2025	PRINTED	001193 ERNEST WILLIAM HARTSHORN		4,361.49	1	05/13/2025
123910	05/01/2025	PRINTED	001079 EXPRESS EMPLOYMENT PROFES		3,381.71	1	05/13/2025
123911	05/01/2025	PRINTED	003541 FIRE PROS LLC		2,759.76	1	05/14/2025
123912	05/01/2025	PRINTED	003297 FISHER SCIENTIFIC		5,145.37	1	05/13/2025
123913	05/01/2025	PRINTED	001565 FLOCK GROUP, INC		12,000.00	1	05/13/2025
123914	05/01/2025	PRINTED	001564 FORVIS, LLP		30,000.00	1	05/13/2025
123915	05/01/2025	PRINTED	001824 FREESE AND NICHOLS INC		7,999.99	1	05/13/2025
123916	05/01/2025	PRINTED	004260 GARDEN DEPOT INC		60,672.00	1	05/13/2025
123917	05/01/2025	PRINTED	001542 GH2 ARCHITECTS, LLC		96,870.00	1	05/13/2025
123918	05/01/2025	PRINTED	001829 GILL'S DEMOLITION & BACKH		12,400.00	1	05/13/2025
123919	05/01/2025	PRINTED	003505 HACH		105.20	1	05/14/2025
123920	05/01/2025	PRINTED	001549 HOWARD CONSTRUCTION, INC		125,685.00	1	05/13/2025
123921	05/01/2025	PRINTED	001560 HUNZICKER BROTHERS INC		1,248.74	1	05/13/2025
123922	05/01/2025	PRINTED	003059 IDEXX DISTRIBUTION CORP		47.88	1	05/13/2025
123923	05/01/2025	PRINTED	001147 INTEGRITY CONSTRUCTION SE		13,800.00	1	05/13/2025
123924	05/01/2025	PRINTED	001636 JOSHUA POWERS		11,013.59	1	05/14/2025
123925	05/01/2025	PRINTED	004791 KING INDUSTRIES T AND C I		3,833.72	1	05/14/2025
123926	05/01/2025	PRINTED	002181 L & S CONSTRUCTION LLC		4,675.00	1	05/14/2025
123927	05/01/2025	PRINTED	001182 LAWN WIZARD, INC	5,000.00			
123928	05/01/2025	PRINTED	003399 LAWTON AREA TRANSIT SYSTE		107,958.31	1	05/08/2025
123929	05/01/2025	PRINTED	001318 NANCY DAVISON		218.92	1	05/14/2025
123930	05/01/2025	PRINTED	001828 LAWTON NEWSPAPER LLC		66.60	1	05/14/2025
123931	05/01/2025	PRINTED	004662 LAWTON YOUTH SPORTS AUTHO		31,301.39	1	05/14/2025
123932	05/01/2025	PRINTED	003124 LOCKE SUPPLY		951.65	1	05/14/2025
123933	05/01/2025	PRINTED	001408 MAAHS CRANE & RIGGING, LL		2,000.00	1	05/14/2025
123934	05/01/2025	PRINTED	001040 MARIE DETTY YOUTH & FAMIL	5,725.37			
123935	05/01/2025	PRINTED	001583 MATHESON TRI-GAS INC		3,743.92	1	05/14/2025
123936	05/01/2025	PRINTED	002559 MEDICAL PRIORITY CONSULTA		198.00	1	05/14/2025
123937	05/01/2025	PRINTED	004438 MUSEUM of the great plain		14,268.96	1	05/14/2025
123938	05/01/2025	PRINTED	001684 NAPA AUTO PARTS		68,671.68	1	05/14/2025
123939	05/01/2025	PRINTED	001911 LAWTON MOTORSPORTS		308.39	1	05/14/2025
123940	05/01/2025	PRINTED	002873 O'REILLY AUTO PARTS	440.44			
123941	05/01/2025	PRINTED	003272 OK EMPLOYMENT SECURITY CO		10,003.96	1	05/14/2025
123942	05/01/2025	PRINTED	001672 OKLAHOMA DEPARTMENT OF EN		310.00	1	05/14/2025
123943	05/01/2025	PRINTED	001660 OMEGA RAIL MANAGMENT, INC		800.00	1	05/14/2025

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10501

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
123944	05/01/2025	PRINTED	999998 ABIGAIL CASH	215.68			
123945	05/01/2025	PRINTED	999998 AMANDA HUSTON	65.00			
123946	05/01/2025	PRINTED	999998 CHIODINI ENTERPRISE LLC	60.05			
123947	05/01/2025	PRINTED	999998 CYPREXX SERVICES LLC	66.19			
123948	05/01/2025	PRINTED	999998 DANIEL BELL	66.15			
123949	05/01/2025	PRINTED	999998 DIANNA WEBB	41.90			
123950	05/01/2025	PRINTED	999998 FELIX MARTINEZ JR	66.19			
123951	05/01/2025	PRINTED	999998 FILHO INVESTMENTS	66.19			
123952	05/01/2025	PRINTED	999998 HUNTER NORRANDER	36.10			
123953	05/01/2025	PRINTED	999998 JEANIE ELLIS	66.11			
123954	05/01/2025	PRINTED	999998 KIMBERLY RITTER		41.19	1	05/14/2025
123955	05/01/2025	PRINTED	999998 LANCE HENSLEY	66.19			
123956	05/01/2025	PRINTED	999998 MARK ROBY		66.19	1	05/14/2025
123957	05/01/2025	PRINTED	999998 PETER SPOONER	86.19			
123958	05/01/2025	PRINTED	999998 PINK ROSE MASSAGE LLC		110.00	1	05/14/2025
123959	05/01/2025	PRINTED	999998 SALINA PEQUENO	52.53			
123960	05/01/2025	PRINTED	999998 SHARI L ALDRIDGE		23.90	1	05/14/2025
123961	05/01/2025	PRINTED	999995 CANDICE MORRISON	250.00			
123962	05/01/2025	PRINTED	999995 MARCIA WHITLOCK		80.00	1	05/14/2025
123963	05/01/2025	PRINTED	002278 PALFINGER US HOLDINGS INC		1,268.00	1	05/14/2025
123964	05/01/2025	PRINTED	005187 PVS DX, INC.		40,144.60	1	05/14/2025
123965	05/01/2025	PRINTED	004329 PETTY CASH		144.00	1	05/14/2025
123966	05/01/2025	PRINTED	002327 PRIEST BROTHERS INC		115.00	1	05/14/2025
123967	05/01/2025	PRINTED	001862 QUILL LLC		3,321.33	1	05/14/2025
123968	05/01/2025	PRINTED	001157 REDNECK DOOR		750.00	1	05/14/2025
123969	05/01/2025	PRINTED	001097 ARVEST BANK OPERATIONS, I	29,020.14			
123970	05/01/2025	PRINTED	001097 ARVEST BANK OPERATIONS, I	441.93			
123971	05/01/2025	PRINTED	004170 SHANE BURK GLASS		480.00	1	05/14/2025
123972	05/01/2025	PRINTED	002187 SPENCE TRANSPORATION		3,644.23	1	05/14/2025
123973	05/01/2025	PRINTED	001158 STEARNS, CONRAD & SCHMIDT		1,720.00	1	05/14/2025
123974	05/01/2025	PRINTED	001632 STEVIE BURRIS GENERAL CON		5,000.00	1	05/14/2025
123975	05/01/2025	PRINTED	004735 SUMMIT UTILITIES OKLAHOMA	12,869.98			
123976	05/01/2025	PRINTED	004735 SUMMIT UTILITIES OKLAHOMA	876.20			
123977	05/01/2025	PRINTED	003597 T & W TIRE		1,980.15	1	05/14/2025
123978	05/01/2025	PRINTED	001254 HEARTLAND MEDICAL DIRECTI		2,200.00	1	05/14/2025
123979	05/01/2025	PRINTED	004304 TRADITIONAL INSPECTION ON		22,802.40	1	05/02/2025
123980	05/01/2025	PRINTED	005213 TULSA WINWATER CO.		4,313.24	1	05/14/2025
123981	05/01/2025	PRINTED	001874 UNIFIRST CORPORATION		1,027.88	1	05/14/2025
123982	05/01/2025	PRINTED	002739 UNITED REFRIGERATION INC		166.45	1	05/14/2025
123983	05/01/2025	PRINTED	001319 UNITED RENTALS NORTH AMER		12,568.51	1	05/14/2025
123984	05/01/2025	PRINTED	002286 UNIVAR SOLUTIONS USA INC		14,219.10	1	05/14/2025
123985	05/01/2025	PRINTED	001620 VANCE COUNTRY FORD		218,048.80	1	05/14/2025
123986	05/01/2025	PRINTED	001550 WATCO COMPANIES, LLC	1,750.00			
123987	05/01/2025	PRINTED	004167 WELLS CONSTRUCTION, INC		8,300.00	1	05/14/2025
123988	05/01/2025	PRINTED	004185 WINSUPPLY LAWTON		18.08	1	05/14/2025
123989	05/01/2025	PRINTED	001732 ZOLL MEDICAL CORP		246.00	1	05/14/2025
123990	05/02/2025	PRINTED	000036 AFL-CIO		6,089.40	1	05/14/2025
123991	05/02/2025	PRINTED	000009 ASHLEY ROBERTS		178.95	1	05/14/2025
123992	05/02/2025	PRINTED	000101 AUSTIN B RABON		354.63	1	05/14/2025
123993	05/02/2025	PRINTED	000058 CALIFORNIA STATE DISBURSE	352.61			
123994	05/02/2025	PRINTED	000048 CITY OF LAWTON FUND 67		10,361.32	1	05/14/2025
123995	05/02/2025	PRINTED	000049 CITY OF LAWTON GENERAL FU		221.08	1	05/14/2025

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10501

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
123996	05/02/2025	PRINTED	000050 CITY OF LAWTON INSURANCE		273,242.39	1	05/14/2025
123997	05/02/2025	PRINTED	000047 CITY OF LAWTON PENSION FU		118,472.36	1	05/14/2025
123998	05/02/2025	PRINTED	000057 COMANCHE NATION CHILD SUP		415.38	1	05/14/2025
123999	05/02/2025	PRINTED	000066 EDNA MARIE SLACK	115.38			
124000	05/02/2025	PRINTED	000006 FAMILY SUPPORT PAYMENT CE		185.08	1	05/14/2025
124001	05/02/2025	PRINTED	000094 FAMILY SUPPORT REGISTRY		148.65	1	05/14/2025
124002	05/02/2025	PRINTED	000046 LAWTON FIREFIGHTERS HEALT	80,246.38			
124003	05/02/2025	PRINTED	000045 LAWTON FIREFIGHTERS ASSOC	5,984.04			
124004	05/02/2025	PRINTED	000033 FIREFIGHTERS PENSION AND	85,783.33			
124005	05/02/2025	PRINTED	000037 FRATERNAL ORDER OF POLICE		1,668.00	1	05/14/2025
124006	05/02/2025	PRINTED	000035 IAFF-PAC	3,352.14			
124007	05/02/2025	PRINTED	000090 IDAHO CHILD SUPPORT RECEI		102.70	1	05/14/2025
124008	05/02/2025	PRINTED	000100 INTERNAL REVENUE SERVICE	422.52			
124009	05/02/2025	PRINTED	000056 LEGALSHIELD		359.04	1	05/14/2025
124010	05/02/2025	PRINTED	000027 LOVE BEAL & NIXON		577.20	1	05/14/2025
124011	05/02/2025	PRINTED	000076 MISSIONSQUARE		8,649.31	1	05/14/2025
124012	05/02/2025	PRINTED	000002 MISSISSIPPI DEPARTMENT OF		212.33	1	05/14/2025
124013	05/02/2025	PRINTED	000001 OK CENTRALIZED SUPPORT RE		6,487.32	1	05/14/2025
124014	05/02/2025	PRINTED	000030 OKLAHOMA MUNICIPAL RETIRE		45,541.47	1	05/14/2025
124015	05/02/2025	PRINTED	000053 OKLAHOMA TAX COMMISSION	383.91			
124016	05/02/2025	PRINTED	000092 ROBINSON, HOOVER, & FUDGE		360.41	1	05/14/2025
124017	05/02/2025	PRINTED	000013 SOCIAL SECURITY ADMINIST	150.00			
124018	05/02/2025	PRINTED	000065 SOLUTIONS AUTO GROUP	50.00			
124019	05/02/2025	PRINTED	000069 TEXAS CHILD SUPPORT SDU		1,385.31	1	05/14/2025
124020	05/02/2025	PRINTED	000087 TODAY CASH	782.08			
124021	05/02/2025	PRINTED	000051 UNION ADMIN		30.60	1	05/14/2025
124022	05/02/2025	PRINTED	000039 UNITED WAY		565.39	1	05/14/2025
124023	05/02/2025	PRINTED	000098 UNIVERSITY OF OKLAHOMA	50.00			
124024	05/02/2025	PRINTED	000015 JOHN HARDEMAN, TRUSTEE		209.08	1	05/14/2025
124025	05/02/2025	PRINTED	000033 FIREFIGHTERS PENSION AND	40,864.66			
124026	05/08/2025	PRINTED	001737 A+ CONSTRUCTION & UTILITI	12,250.00			
124027	05/08/2025	PRINTED	004811 ACCURATE ENVIRONMENTAL	1,188.00			
124028	05/08/2025	PRINTED	001917 ACE HARDWARE/WESTSIDE ACE	86.10			
124029	05/08/2025	PRINTED	001963 ADOLPH KIEFER & ASSOCIATE	1,412.00			
124030	05/08/2025	PRINTED	001680 AFFINITEE SHIRT CO	477.92			
124031	05/08/2025	PRINTED	004349 AIA SERVICES, LLC	953.57			
124032	05/08/2025	PRINTED	002003 AIRGAS USA LLC	131.68			
124033	05/08/2025	PRINTED	004573 ALLSTATE TERMITE & PEST S	190.00			
124034	05/08/2025	PRINTED	004573 ALLSTATE TERMITE & PEST S	40.00			
124035	05/08/2025	PRINTED	003867 AMAZON CAPITAL SERVICES	4,232.15			
124036	05/08/2025	PRINTED	001386 AMBITEC, INC	6,299.91			
124037	05/08/2025	PRINTED	003378 AMERICAN ELECTRIC POWER	68,596.82			
124038	05/08/2025	PRINTED	001698 ARVEST BANK	29.38			
124039	05/08/2025	PRINTED	001037 AT & T	1,422.85			
124040	05/08/2025	PRINTED	001037 AT & T	163.76			
124041	05/08/2025	PRINTED	002729 AT & T LONG DISTANCE	6,035.15			
124042	05/08/2025	PRINTED	001977 ATWOOD DISTRIBUTING, L.P.	117.98			
124043	05/08/2025	PRINTED	001905 BERTELSMANN PUBLISHING GR	72.99			
124044	05/08/2025	PRINTED	002208 BIMBO BAKERIES USA INC	512.00			
124045	05/08/2025	PRINTED	001106 BOUNDTREE MEDICAL LLC	113.99			
124046	05/08/2025	PRINTED	001951 BRADY CORPORATION	504.74			
124047	05/08/2025	PRINTED	003083 BRENNTAG SOUTHWEST INC	9,589.46			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10501

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
124048	05/08/2025	PRINTED	003224 C H GUERNSEY & COMPANY		3,186.45	1	05/14/2025
124049	05/08/2025	PRINTED	001012 C.L.E.E.T.	9,668.87			
124050	05/08/2025	PRINTED	003869 CAMERON UNIVERSITY	22.50			
124051	05/08/2025	PRINTED	002365 CASCO INDUSTRIES INC	1,225.00			
124052	05/08/2025	PRINTED	002116 RANDALL SCOTT VAUGHN	6,787.50			
124053	05/08/2025	PRINTED	004323 CITY CLERK CASH ACCOUNT	26.00			
124054	05/08/2025	PRINTED	000047 CITY OF LAWTON PENSION FU		6,164.20	1	05/14/2025
124055	05/08/2025	PRINTED	002989 COMANCHE CO COMMISSIONERS	7,768.33			
124056	05/08/2025	PRINTED	001191 COMANCHE SEED & GRAIN LLC	900.00			
124057	05/08/2025	PRINTED	001707 CORE & MAIN LP	45,346.00			
124058	05/08/2025	PRINTED	002511 COTTON ELECTRIC CO-OP	35,574.86			
124059	05/08/2025	PRINTED	001895 COVER 6 COUNSELING, LLC	100.00			
124060	05/08/2025	PRINTED	003350 D&H UNITED FUELING SYSTEM	18,253.14			
124061	05/08/2025	PRINTED	004455 DEVINE ENTITIES	5,423.04			
124062	05/08/2025	PRINTED	001915 DINA CHRISTIAN	90.00			
124063	05/08/2025	PRINTED	004467 ENGINEERED SYSTEMS & ENER	1,300.00			
124064	05/08/2025	PRINTED	004051 ESRI	58,500.00			
124065	05/08/2025	PRINTED	001079 EXPRESS EMPLOYMENT PROFES	4,214.08			
124066	05/08/2025	PRINTED	001791 FASTSIGNS	495.00			
124067	05/08/2025	PRINTED	002671 FEDERAL EXPRESS CORP	115.74			
124068	05/08/2025	PRINTED	004155 FIDELITY COMMUNICATIONS	1,241.65			
124069	05/08/2025	PRINTED	001183 FIRE EXTINGUISHER SALES &	466.00			
124070	05/08/2025	PRINTED	001302 G AND R ENTERPRISES LLC	6,141.68			
124071	05/08/2025	PRINTED	004260 GARDEN DEPOT INC	83,220.00			
124072	05/08/2025	PRINTED	004647 GOTO COMMUNICATIONS INC	31,700.78			
124073	05/08/2025	PRINTED	002810 GREAT PLAINS TECHNOLOGY C		100.00	1	05/14/2025
124074	05/08/2025	PRINTED	002850 HEAVY TRUCK & TRAILER	1,393.80			
124075	05/08/2025	PRINTED	001855 HENDERHAN RECOGNITION & A		22.86	1	05/14/2025
124076	05/08/2025	PRINTED	004178 HILLIARY COMMUNICATIONS	579.65			
124077	05/08/2025	PRINTED	004141 IAFC	714.56			
124078	05/08/2025	PRINTED	002061 INGRAM LIBRARY SERVICES L	3,685.60			
124079	05/08/2025	PRINTED	001311 NORTH AMERICAN INSRANCE A	188,034.00			
124080	05/08/2025	PRINTED	001147 INTEGRITY CONSTRUCTION SE	6,500.00			
124081	05/08/2025	PRINTED	002615 KELLY PROPANE & FUEL LLC	1,998.00			
124082	05/08/2025	PRINTED	004183 LAW ENFORCEMENT PSYCHOLOG	125.00			
124083	05/08/2025	PRINTED	001182 LAWN WIZARD, INC	45,000.00			
124084	05/08/2025	PRINTED	003399 LAWTON AREA TRANSIT SYSTE	20,384.63			
124085	05/08/2025	PRINTED	001041 LAWTON ENHANCEMENT TRUST	5,667.00			
124086	05/08/2025	PRINTED	002264 LAWTON FARMERS MARKET INS	4,249.00			
124087	05/08/2025	PRINTED	001828 LAWTON NEWSPAPER LLC	991.48			
124088	05/08/2025	PRINTED	004662 LAWTON YOUTH SPORTS AUTHO	18,926.60			
124089	05/08/2025	PRINTED	003179 LESLIES SWIMMING POOL SUP	25.70			
124090	05/08/2025	PRINTED	002173 LEXISNEXIS RISK SOLUTIONS	200.00			
124091	05/08/2025	PRINTED	001340 LOCAL RADIO, LLC	300.00			
124092	05/08/2025	PRINTED	001617 MAD COWBOY METAL WORKS LL	750.00			
124093	05/08/2025	PRINTED	001583 MATHESON TRI-GAS INC	9,121.03			
124094	05/08/2025	PRINTED	003169 MEDICINE PARK PUBLIC WORK	1,000.00			
124095	05/08/2025	PRINTED	001032 MIDWEST TAPE LLC	10,000.00			
124096	05/08/2025	PRINTED	001535 MTZ CONSTRUCTION INC		769,181.71	1	05/12/2025
124097	05/08/2025	PRINTED	004346 MYDER, LLC	7,331.35			
124098	05/08/2025	PRINTED	001684 NAPA AUTO PARTS	19,825.94			
124099	05/08/2025	PRINTED	002899 NORTHERN SAFETY CO	348.95			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10501

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
124100	05/08/2025	PRINTED	001742 NUESYNERGY, INC	2,372.25			
124101	05/08/2025	PRINTED	002873 O'REILLY AUTO PARTS	452.91			
124102	05/08/2025	PRINTED	001163 OK UNIFORM BUILDING CODE	1,464.00			
124103	05/08/2025	PRINTED	001081 OKLAHOMA BUREAU OF NARCOT	55.00			
124104	05/08/2025	PRINTED	001672 OKLAHOMA DEPARTMENT OF EN	62.00			
124105	05/08/2025	PRINTED	003106 OKLAHOMA STATE UNIVERSITY	1,200.00			
124106	05/08/2025	PRINTED	004138 OSBI	18,885.99			
124107	05/08/2025	PRINTED	002598 OTA PIKEPASS	80.00			
124108	05/08/2025	PRINTED	002598 OTA PIKEPASS	16.16			
124109	05/08/2025	PRINTED	999997 ALEXANDRA HALEY MICHELLE	103.50			
124110	05/08/2025	PRINTED	999997 ALYSIA RENEE DALTON	15.75			
124111	05/08/2025	PRINTED	999997 AUSTIN DAVID DEAN RINGGER	17.25			
124112	05/08/2025	PRINTED	999997 BIANCA GAIL COLBERT	17.25			
124113	05/08/2025	PRINTED	999997 CORINNE HOPE SUBLETT	17.25			
124114	05/08/2025	PRINTED	999997 COURTNEY LEE YOUNG	28.75			
124115	05/08/2025	PRINTED	999997 GIANA MARGARET LOUISE BUR	28.75			
124116	05/08/2025	PRINTED	999997 JENAI CHANELLE SIMPSON	17.25			
124117	05/08/2025	PRINTED	999997 KEVIN AGUSTO TENEZACA	17.25			
124118	05/08/2025	PRINTED	999997 KEVIN AGUSTO TENEZACA	17.25			
124119	05/08/2025	PRINTED	999997 LONNIE RAY BRITTON	23.00			
124120	05/08/2025	PRINTED	999997 MELISSA BARNHILL	103.50			
124121	05/08/2025	PRINTED	999997 MELISSA BARNHILL	17.25			
124122	05/08/2025	PRINTED	999997 RALPH RAMIREZ	17.25			
124123	05/08/2025	PRINTED	999997 TRISTYN LEAH ORTEGA	103.50			
124124	05/08/2025	PRINTED	999997 WILLIAM BRADLEY JOHNSON	57.50			
124125	05/08/2025	PRINTED	999991 Graco Roofing and Constru	85.10			
124126	05/08/2025	VOID	999991 Klinkers Grill	.00			
124127	05/08/2025	PRINTED	999991 Next Phase Roofing	179.40			
124128	05/08/2025	PRINTED	999998 ANDRIA L JOHNSON	169.73			
124129	05/08/2025	PRINTED	999998 ARIELLE JULIEN	66.01			
124130	05/08/2025	PRINTED	999998 AUSTIN MCCALL	60.86			
124131	05/08/2025	PRINTED	999998 BENJAMIN BRIDGES	66.01			
124132	05/08/2025	PRINTED	999998 BLAKE NAILL	59.43			
124133	05/08/2025	PRINTED	999998 BRENDAN CALLAN	62.70			
124134	05/08/2025	PRINTED	999998 BRICKHOUSE INVESTMENTS LL	66.19			
124135	05/08/2025	PRINTED	999998 CAELI LYNN HERRERA	66.10			
124136	05/08/2025	PRINTED	999998 D.R. HORTON PQ PLUMBING	47.59			
124137	05/08/2025	PRINTED	999998 DANIEL RUGANI	66.19			
124138	05/08/2025	PRINTED	999998 ELENA DOCHEFF JONES	19.19			
124139	05/08/2025	PRINTED	999998 ELISA SUN	149.90			
124140	05/08/2025	PRINTED	999998 HOWARD SWAYNE	81.19			
124141	05/08/2025	PRINTED	999998 JAYME BURTON	66.01			
124142	05/08/2025	PRINTED	999998 KAHSAY MESMER	66.19			
124143	05/08/2025	PRINTED	999998 KALESHA SHYNE	64.91			
124144	05/08/2025	PRINTED	999998 KENDRA AVERETT	27.70			
124145	05/08/2025	PRINTED	999998 KHANAYDA MCCOLLUM	174.50			
124146	05/08/2025	PRINTED	999998 LARRY E FITZGERALD	91.19			
124147	05/08/2025	PRINTED	999998 MARTYNA BROPHY	135.03			
124148	05/08/2025	PRINTED	999998 MAURCIE DOWELL	35.00			
124149	05/08/2025	PRINTED	999998 NATHAN BOARDMAN	66.01			
124150	05/08/2025	PRINTED	999998 PHILLIP MCCLEVELAND	7.16			
124151	05/08/2025	PRINTED	999998 TH BUSINESS ENDEAVORS LLC	51.75			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10501

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
124152	05/08/2025	PRINTED	005187 PVS DX, INC.	26,750.70			
124153	05/08/2025	PRINTED	004329 PETTY CASH		152.00	1	05/14/2025
124154	05/08/2025	PRINTED	004151 POLYDYNE INC	4,646.00			
124155	05/08/2025	PRINTED	001862 QUILL LLC	3,184.12			
124156	05/08/2025	PRINTED	004255 RON STEPHENS	82.71			
124157	05/08/2025	PRINTED	003464 RURAL WATER DIST #1	1,416.42			
124158	05/08/2025	PRINTED	003465 RURAL WATER DIST #2	206.70			
124159	05/08/2025	PRINTED	001769 SCIH ICE HOLDINGS INC	217.30			
124160	05/08/2025	PRINTED	001097 ARVEST BANK OPERATIONS, I	23,857.65			
124161	05/08/2025	PRINTED	001097 ARVEST BANK OPERATIONS, I	414.26			
124162	05/08/2025	PRINTED	001923 SOLID PLUMBING LLC	425.25			
124163	05/08/2025	PRINTED	002895 AAFEX FIRE SYSTEMS, INC		55.00	1	05/14/2025
124164	05/08/2025	PRINTED	001938 SOUTHWEST ABSTRACT & TITL		32,272.75	1	05/14/2025
124165	05/08/2025	PRINTED	001853 SOUTHWEST CHEMICAL OF LAW	199.50			
124166	05/08/2025	PRINTED	004735 SUMMIT UTILITIES OKLAHOMA	1,669.98			
124167	05/08/2025	PRINTED	003597 T & W TIRE	67.95			
124168	05/08/2025	PRINTED	001859 THE ALARM GROUP INC	102.10			
124169	05/08/2025	PRINTED	001978 THE CHICKASAW NATION TRIB	82.40			
124170	05/08/2025	PRINTED	004158 THOMSON WEST	2,334.11			
124171	05/08/2025	PRINTED	001622 TRANSUNION RISK & ALTERNA	193.40			
124172	05/08/2025	PRINTED	005213 TULSA WINWATER CO.	8,270.23			
124173	05/08/2025	VOID	002067 TYLER TECHNOLOGIES INC	.00			
124174	05/08/2025	PRINTED	001874 UNIFIRST CORPORATION	1,348.80			
124175	05/08/2025	PRINTED	002286 UNIVAR SOLUTIONS USA INC	7,525.35			
124176	05/08/2025	PRINTED	002308 US CELLULAR	1,061.90			
124177	05/08/2025	PRINTED	003675 VERIZON WIRELESS	14,050.37			
124178	05/08/2025	PRINTED	002231 DON CANTRELL	2,793.80			
124179	05/08/2025	PRINTED	003514 WARREN CAT	2,813.46			
124180	05/08/2025	PRINTED	001243 WESTERN DIESEL SERVICES,	5,110.25			
124181	05/08/2025	PRINTED	005150 WHITEHEAD PLUMBING LLC		10,945.00	1	05/14/2025
124182	05/08/2025	PRINTED	001434 R & R WATER-CULLIGAN	376.91			
124183	05/15/2025	PRINTED	001737 A+ CONSTRUCTION & UTILITI	12,250.00			
124184	05/15/2025	PRINTED	001694 A-BOLT ELECTRIC LLC	2,445.00			
124185	05/15/2025	PRINTED	004811 ACCURATE ENVIRONMENTAL	216.00			
124186	05/15/2025	PRINTED	001917 ACE HARDWARE/WESTSIDE ACE	188.15			
124187	05/15/2025	PRINTED	001963 ADOLPH KIEFER & ASSOCIATE	4,562.34			
124188	05/15/2025	PRINTED	001307 AETNA BEHAVIORAL HEALTH L	1,256.00			
124189	05/15/2025	PRINTED	001680 AFFINITEE SHIRT CO	82.50			
124190	05/15/2025	PRINTED	001577 ALLIED LAB INC	1,520.00			
124191	05/15/2025	PRINTED	003375 ALLISON EXCAVATION/BACKHO	3,500.00			
124192	05/15/2025	PRINTED	004573 ALLSTATE TERMITE & PEST S	425.00			
124193	05/15/2025	PRINTED	004573 ALLSTATE TERMITE & PEST S	230.00			
124194	05/15/2025	PRINTED	003867 AMAZON CAPITAL SERVICES	4,655.23			
124195	05/15/2025	PRINTED	003378 AMERICAN ELECTRIC POWER	28,222.24			
124196	05/15/2025	PRINTED	001899 AMERICAN LEAK DETECTION,	921.00			
124197	05/15/2025	PRINTED	001865 AUTO ALIGNMENT	280.00			
124198	05/15/2025	PRINTED	001738 AUTOMATIONDIRECT.COM INC	749.50			
124199	05/15/2025	PRINTED	004136 B & B GARAGE	1,991.47			
124200	05/15/2025	PRINTED	001905 BERTELSMANN PUBLISHING GR	59.99			
124201	05/15/2025	PRINTED	002208 BIMBO BAKERIES USA INC	256.00			
124202	05/15/2025	PRINTED	001106 BOUNDTREE MEDICAL LLC	10,457.63			
124203	05/15/2025	PRINTED	003083 BRENNTAG SOUTHWEST INC	19,477.34			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10501

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
124204	05/15/2025	PRINTED	001785 COVETRUS NORTH AMERICA	4,655.32			
124205	05/15/2025	PRINTED	001180 C SPECIALTIES INC	646.64			
124206	05/15/2025	PRINTED	003869 CAMERON UNIVERSITY	29.26			
124207	05/15/2025	PRINTED	001131 CAPITOL ELECTRIC MOTOR RE	4,385.93			
124208	05/15/2025	PRINTED	002365 CASCO INDUSTRIES INC	6,163.00			
124209	05/15/2025	PRINTED	003119 CDWG	1,575.81			
124210	05/15/2025	PRINTED	004160 CLARKE MOSQUITO CONTROL P	14,867.52			
124211	05/15/2025	PRINTED	004781 COLLINS, ZORN & WAGNER, P	20,068.19			
124212	05/15/2025	PRINTED	003320 CONSTRUCTION INDUS BOARD	35.00			
124213	05/15/2025	PRINTED	002689 COOP SERVICES INC.	3,785.00			
124214	05/15/2025	PRINTED	002216 COVIUS DOCUMENT SERVICES,	885.07			
124215	05/15/2025	PRINTED	004182 CRAFTCO INC	11,745.00			
124216	05/15/2025	PRINTED	001825 CXT INCORPORATED	410,327.00			
124217	05/15/2025	PRINTED	001177 DATAWORKS PLUS	1,200.00			
124218	05/15/2025	PRINTED	002562 DEMCO	38.13			
124219	05/15/2025	PRINTED	004455 DEVINE ENTITIES	9,900.00			
124220	05/15/2025	PRINTED	002563 SIGRID KD CORPORATION	290.60			
124221	05/15/2025	PRINTED	001115 ENVIRONMENTAL EXPRESS INC	4,279.77			
124222	05/15/2025	PRINTED	001957 EXPRESS COMPANIES INC	1,209.53			
124223	05/15/2025	PRINTED	001079 EXPRESS EMPLOYMENT PROFES	3,139.98			
124224	05/15/2025	PRINTED	003404 FASTENAL COMPANY	318.97			
124225	05/15/2025	PRINTED	003404 FASTENAL COMPANY	1,311.06			
124226	05/15/2025	PRINTED	001791 FASTSIGNS	377.29			
124227	05/15/2025	PRINTED	002671 FEDERAL EXPRESS CORP	122.30			
124228	05/15/2025	PRINTED	004155 FIDELITY COMMUNICATIONS	86.93			
124229	05/15/2025	PRINTED	004172 FILE THIRTEEN LLC	66.00			
124230	05/15/2025	PRINTED	003541 FIRE PROS LLC	3,640.79			
124231	05/15/2025	PRINTED	003297 FISHER SCIENTIFIC	2,060.94			
124232	05/15/2025	PRINTED	001127 GALLS, AN ARAMARK COMPANY	850.00			
124233	05/15/2025	PRINTED	004260 GARDEN DEPOT INC	27,360.00			
124234	05/15/2025	PRINTED	001064 GARVER LLC	28,748.00			
124235	05/15/2025	PRINTED	004790 GLOCK PROFESSIONAL INC	900.00			
124236	05/15/2025	PRINTED	002808 GT DISTRIBUTORS	240.12			
124237	05/15/2025	PRINTED	003505 HACH	5,119.72			
124238	05/15/2025	PRINTED	002850 HEAVY TRUCK & TRAILER	11.18			
124239	05/15/2025	PRINTED	002166 HOLT ELECTRIC, LLC	1,455.00			
124240	05/15/2025	PRINTED	001352 HONEYWELL ANALYTICS	1,190.00			
124241	05/15/2025	PRINTED	001311 NORTH AMERICAN INSURANCE A	171.00			
124242	05/15/2025	PRINTED	004791 KING INDUSTRIES T AND C I	2,358.11			
124243	05/15/2025	PRINTED	003029 L & L MACHINE SHOP	2,100.00			
124244	05/15/2025	PRINTED	003340 LAWTON COMMUNITY THEATER	1,716.00			
124245	05/15/2025	PRINTED	003077 LAWTON MACHINE & WELDING	274.53			
124246	05/15/2025	PRINTED	001828 LAWTON NEWSPAPER LLC	351.02			
124247	05/15/2025	PRINTED	003179 LESLIES SWIMMING POOL SUP	91.29			
124248	05/15/2025	PRINTED	002173 LEXISNEXIS RISK SOLUTIONS	200.00			
124249	05/15/2025	PRINTED	001042 LONGLEAF SERVICES, INC	305.64			
124250	05/15/2025	PRINTED	001543 MACKAY LAW FIRM PLLC	1,680.00			
124251	05/15/2025	PRINTED	001032 MIDWEST TAPE LLC	4,300.00			
124252	05/15/2025	PRINTED	004460 MMG OCCUPATIONAL MEDICINE	9,664.00			
124253	05/15/2025	PRINTED	004438 MUSEUM of the great plain	41,666.67			
124254	05/15/2025	PRINTED	004438 MUSEUM OF THE GREAT PLAIN	5,833.33			
124255	05/15/2025	PRINTED	001684 NAPA AUTO PARTS	17,958.26			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10501

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
124256	05/15/2025	PRINTED	001911 LAWTON MOTORSPORTS	89.19			
124257	05/15/2025	PRINTED	002899 NORTHERN SAFETY CO	1,017.49			
124258	05/15/2025	PRINTED	002873 O'REILLY AUTO PARTS	52.73			
124259	05/15/2025	PRINTED	001672 OKLAHOMA DEPARTMENT OF EN	110.00			
124260	05/15/2025	PRINTED	003106 OKLAHOMA STATE UNIVERSITY	2,625.00			
124261	05/15/2025	PRINTED	002598 OTA PIKEPASS	25.78			
124262	05/15/2025	PRINTED	999997 BRILEY MICHAEL HUNTER	28.75			
124263	05/15/2025	PRINTED	999997 ERIC HOWARD HESTER	23.00			
124264	05/15/2025	PRINTED	999997 SONYA JEAN BILOVECKY	17.25			
124265	05/15/2025	PRINTED	999997 SONYA JEAN BILOVECKY	17.25			
124266	05/15/2025	PRINTED	999998 AUSTIN JONES	21.10			
124267	05/15/2025	PRINTED	999998 JAMIN THOMAS	66.10			
124268	05/15/2025	PRINTED	999998 MICHAEL TARVIN	43.19			
124269	05/15/2025	PRINTED	999998 RAFFAEL GIMENEZ ALBANEZE	59.27			
124270	05/15/2025	PRINTED	999998 RYAN MCCARTY	66.01			
124271	05/15/2025	PRINTED	005187 PVS DX, INC.	13,185.53			
124272	05/15/2025	PRINTED	004329 PETTY CASH	126.00			
124273	05/15/2025	PRINTED	001234 PIERCE COUCH HENDRICKSON	22,122.00			
124274	05/15/2025	PRINTED	005275 PLAYCORE GROUP, INC & SUB	1,931.76			
124275	05/15/2025	PRINTED	004156 PONDS RX OK, INC	7,825.00			
124276	05/15/2025	PRINTED	005260 QUADIENT FINANCE USA, INC	136.69			
124277	05/15/2025	PRINTED	001862 QUILL LLC	1,420.43			
124278	05/15/2025	PRINTED	001656 ROBINSON AIR LLC	1,098.00			
124279	05/15/2025	PRINTED	002906 ROLL-OFFS OF AMERICA, INC	6,529.00			
124280	05/15/2025	PRINTED	004255 RON STEPHENS	23.74			
124281	05/15/2025	PRINTED	003464 RURAL WATER DIST #1	52.86			
124282	05/15/2025	PRINTED	003466 RURAL WATER DIST #3	81.00			
124283	05/15/2025	PRINTED	001097 ARVEST BANK OPERATIONS, I	22,618.39			
124284	05/15/2025	PRINTED	003535 SHERWIN WILLIAMS COMPANY	40.42			
124285	05/15/2025	PRINTED	002895 AAFEX FIRE SYSTEMS, INC	220.00			
124286	05/15/2025	PRINTED	001853 SOUTHWEST CHEMICAL OF LAW	2,422.50			
124287	05/15/2025	PRINTED	003666 SOUTHWEST MAILING SERVICE	479.02			
124288	05/15/2025	PRINTED	003684 SOUTHWEST SERVICE	180.10			
124289	05/15/2025	PRINTED	002292 IRVEN MCGOOHAN	7,467.00			
124290	05/15/2025	PRINTED	001795 STAMPEDE UTILITY CONSTRUC	285,768.01			
124291	05/15/2025	PRINTED	004735 SUMMIT UTILITIES OKLAHOMA	3,845.74			
124292	05/15/2025	PRINTED	001247 SWANK MOTION PICTURES	600.00			
124293	05/15/2025	PRINTED	003597 T & W TIRE	30.95			
124294	05/15/2025	PRINTED	002283 TODAYS BUSINESS SOLUTIONS	3,285.00			
124295	05/15/2025	PRINTED	001709 TRAFFIC LOGIX CORPORATION	28,486.40			
124296	05/15/2025	PRINTED	005213 TULSA WINWATER CO.	24,678.09			
124297	05/15/2025	PRINTED	001874 UNIFIRST HOLDINGS INC	40.90			
124298	05/15/2025	PRINTED	001874 UNIFIRST CORPORATION	1,690.70			
124299	05/15/2025	PRINTED	001319 UNITED RENTALS NORTH AMER	350.00			
124300	05/15/2025	PRINTED	002286 UNIVAR SOLUTIONS USA INC	6,870.15			
124301	05/15/2025	PRINTED	001488 UV SALES LLC	9,465.00			
124302	05/15/2025	PRINTED	004839 WARREN WILSON	220.00			
124303	05/15/2025	PRINTED	005150 WHITEHEAD PLUMBING LLC	1,300.00			
124304	05/15/2025	PRINTED	001434 WICHITA WATER CONDITIONIN	507.66			
124305	05/15/2025	PRINTED	001928 WSB LLC	106,595.17			
124306	05/15/2025	PRINTED	001732 ZOLL MEDICAL CORP	1,921.50			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10501

FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
727 CHECKS				CASH ACCOUNT TOTAL	13,884,021.46	8,017,960.73	

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
727 CHECKS	FINAL TOTAL	13,884,021.46	8,017,960.73

** END OF REPORT - Generated by Rebecca Johnson **

Item Title:

Consider approving the minutes of the May 13, 2025 City Council Meeting.

Initiator: Donalynn Blazek-Scherler, City Clerk

Information Source: Donalynn Blazek-Scherler, City Clerk

Background:

The minutes of the May 13, 2025 City Council meeting have been drafted and are awaiting approval.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

05/13/25 City Council Meeting Minutes on file in the City Clerk's Office

Key Issues:**Funding Source:****Staff Recommended Council Action:**

Approve the minutes of the May 13, 2025 City Council meeting.

ATTACHMENTS:

None

Item Title:

Hold a public hearing to receive input from the citizens of Lawton regarding the City of Lawton's proposed budget for fiscal year 2026, and, after due consideration of the City Manager's proposals and citizens' input thereon, provide direction to finalize the budget or take action to approve the budget (with any revisions) by resolution as deemed appropriate.

Initiator: John Ratliff, City Manager

Information Source: John Ratliff, City Manager, Rebecca Johnson, Director

Background:

Oklahoma Statutes require the City of Lawton to conduct a public hearing on the proposed budget no later than fifteen (15) days prior to the beginning of each budget year. Notice of the date, time, and place of the hearing, together with the proposed budget summary, must be published in a newspaper of general circulation in the City not less than five (5) days before the date of the hearing. A copy of the proposed budget must also be available for review in the office of the City Clerk. The City has complied with all requirements of Public Notice and Publication of the budget summary.

Correlation to the True North Statement:**Exhibit:**

FY 2026 preliminary budget on file in the City Clerk's Office and previously distributed to Council; Resolution No. 25-____; Budget Revision #1 Summary

Key Issues:

None

Funding Source:

N/A

Staff Recommended Council Action:

Conduct a public hearing to receive input from the citizens of Lawton regarding the City of Lawton's proposed budget for fiscal year 2026, and, after due consideration of the City Manager's proposals and citizens' input thereon, provide direction to finalize the budget or take action to approve the budget (with any revisions) by resolution as deemed appropriate.

ATTACHMENTS:

1. Budget Resolution FY26
2. Budget Revision #1 FY26

**CITY OF LAWTON, OKLAHOMA
RESOLUTION NO. 25-_____**

A RESOLUTION APPROVING THE CITY OF LAWTON, OKLAHOMA BUDGET FOR FISCAL YEAR 2025-2026 AND ESTABLISHING BUDGET AMENDMENT AUTHORITY.

WHEREAS, the City of Lawton has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) in 11 O.S. Sections 17-201 through 17-216; and

WHEREAS, the City Manager prepared a budget for the fiscal year ending June 30, 2026 (FY 2025-2026) consistent with the Act; and

WHEREAS, the Act in section 17-215 provides for the City Manager of the City, or designee, as authorized by the governing body, to transfer any unexpended and unencumbered appropriation from one department to another within the same fund; and

WHEREAS, the budget was formally presented to the Lawton City Council at least 30 days prior to the start of the fiscal year in compliance with Section 17-205; and

WHEREAS, the City of Lawton City Council conducted a Public Hearing at least 15 days prior to the start of the fiscal year, and published notice of the Public Hearing in compliance with Section 17-208 of the Act; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF LAWTON, OKLAHOMA:**

SECTION 1. The City Council of the City of Lawton does hereby adopt the FY 2025-2026 budget on the 27th day of May, 2025, with total resources available (including transfers of \$278,214,978) in the amount of \$1,095,229,961 and total fund/department appropriations (including transfers out of \$278,214,978) in the amount of \$658,318,124. Legal appropriations (spending/encumbering limits) are hereby established as follows:

FUND	Appropriation Amount	Transfer In/Out(-)
General Fund	87,846,135	1,728,350
Stormwater Management	1,718,534	(403,085)
Emergency Reserve		(250,000)
Special Revenue	8,598,221	29,065
Enterprise Fund	37,836,440	(28,981,686)
Water System Impact Fee	160,947	
Lawton Water Authority	263,419,743	180,613,164
Sewer Rehabilitation	8,123,768	(8,260,077)
Landfill Financial Assurance	650	
Debt Service	1,500,232	(1,119,960)
Capital Improvement Funds	188,064,599	(136,816,341)
Other Special Revenue Funds	15,626,631	(1,159,789)
Internal Service Funds	16,375,242	(7,718,923)
Other Funds	29,046,983	2,339,282
Total	658,318,124	

SECTION 2. The City Council does hereby authorize the City Manager to transfer any unexpended and unencumbered appropriations, at any time throughout FY 2025-2026 from one line item to another, one object category to another within a department, or one department to another within a fund, without further approval by the City Council.

SECTION 3. All supplemental appropriations or decrease in the total appropriation of a fund shall be adopted at a meeting of the City Council and filed with the State Auditor and Inspector.

ADOPTED AND APPROVED, by the City Council of Lawton this 27th day of May, 2025.

(SEAL)

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this 27th day of May, 2025.

TIMOTHY E. WILSON, ACTING CITY ATTORNEY

City of Lawton
FY 25-26 Budget Revision #1

General Fund

Estimated Ending Budget Balance (Preliminary) 6/30/2026	Additions	Deletions	Estimated Ending Budget Balance (Revised) 6/30/2026	Description
95,922	65,179	-	30,743	Add Adoption/Rescue Trailer
30,743	-	230,440	261,183	Reduce FY25 Projected Expenses
261,183	-	36,000	297,183	Reduce Lobbyist Contract to \$3k/month

Increase/(Decrease) to Preliminary Budget Carryover

201,261

CDBG Fund

Estimated Ending Budget Balance (Preliminary) 6/30/2026	Additions	Deletions	Estimated Ending Budget Balance (Revised) 6/30/2026	Description
-	(484,424)	-	484,424	Add repayment of funds to HUD (FY25)
484,424	(55,929)	-	540,353	Increase FY26 CDBG Grant
540,353	-	281,717	258,636	Decrease FY26 HOME Grant

Increase/(Decrease) to Preliminary Budget Carryover

258,636

Capital Improvement Projects

Estimated Ending Budget Balance (Preliminary) 6/30/2026	Additions	Deletions	Estimated Ending Budget Balance (Revised) 6/30/2026	Description
-	620,924	-	(620,924)	Add FY25 Projected Expenses
(620,924)		620,924	-	Reduce FY26 Projected Expenses

Increase/(Decrease) to Preliminary Budget Carryover

-

2019 Capital Improvement

Estimated Ending Budget Balance (Preliminary) 6/30/2026	Additions	Deletions	Estimated Ending Budget Balance (Revised) 6/30/2026	Description
-	-	3,000,000	3,000,000	Defer Aquatic Center Expenses to FY26
3,000,000	3,000,000	-	-	Add Aquatic Center Loan Proceeds to FY26

Increase/(Decrease) to Preliminary Budget Carryover

-

Enterprise Fund

Estimated Ending Budget Balance (Preliminary) 6/30/2026	Additions	Deletions	Estimated Ending Budget Balance (Revised) 6/30/2026	Description
266,075,363	-	3,297,050	269,372,413	Reduce FY25 Projected Expenses
269,372,413	-	50,700	269,423,113	Cut Solid Waste Enforcement Officer Position
269,423,113	45,500	-	269,377,613	Add Container Maintenance Worker II Position

Increase/(Decrease) to Preliminary Budget Carryover

3,302,250

Lawton Water Authority Fund

Estimated Ending Budget Balance (Preliminary) 6/30/2026	Additions	Deletions	Estimated Ending Budget Balance (Revised) 6/30/2026	Description
(179,364,768)	(92,331)	-	(179,272,437)	Anticipated Goodyear Rate Increase

Increase/(Decrease) to Preliminary Budget Carryover

92,331

Informaton Technology Fund

Estimated Ending Budget Balance (Preliminary) 6/30/2026	Additions	Deletions	Estimated Ending Budget Balance (Revised) 6/30/2026	Description
14,436,931	3,174,111	-	11,262,820	Adjust FY25 Projected Expenses

Increase/(Decrease) to Preliminary Budget Carryover

(3,174,111)

Item Title:

Receive and discuss funding recommendations concerning the City's Hotel/Motel Tax Fund, and receive direction to adopt, modify or revise said recommendations concerning the staff's FY26 hotel/motel tax recommended expenditure list.

Initiator: Dewayne Burk, Deputy City Manager

Information Source: Rebecca Johnson, Director

Background:

The FY26 preliminary budget anticipates the City will receive \$2,239,248 in hotel/motel tax revenue. \$329,071 of this revenue is generated within TIF 2, leaving \$1,910,177 in unallocated revenue. Section 10-12-1221 of the Lawton City Code requires the City to appropriate the revenue for the exclusive purposes of encouraging, promoting, and fostering conventions, tourism, industrial development and economic development in the City of Lawton. The City received Tourism and Economic Development Support Applications from the entities listed on the Proposed Hotel/Motel Tax Distribution exhibit and prepared preliminary funding recommendations for Council's review.

Correlation to the True North Statement:**Exhibit:**

Proposed Hotel/Motel Tax Distribution FY26

Key Issues:

N/A

Funding Source:

Hotel/Motel Tax

Staff Recommended Council Action:

Consider approving the recommendations as presented by staff, and direct staff to prepare a resolution finalizing the annual funding allocations and all associated contracts and documents funded by the FY26 hotel/motel tax distributions (with any revisions and/or floor amendments) as deemed appropriate.

ATTACHMENTS:

1. Hotel Motel Allocation FY26

Proposed Hotel Motel Tax Distribution FY26

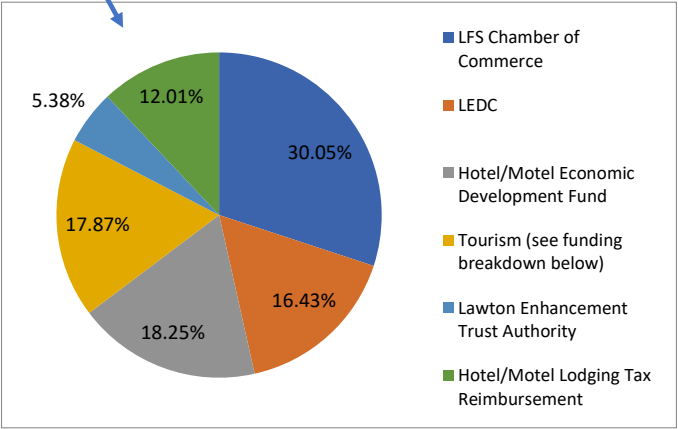
May 6, 2025

Budgeted Revenue FY26	\$	1,910,177
Economic Development	\$	500,000
TIF 2/Hilton	\$	329,071
Total Revenue FY26	\$	2,739,248

Approved on _____

Entity	FY25 Funding	Distribution Percent	FY26 Requested Funding	FY26 Proposed Funding	Distribution Percent	Difference
LFS Chamber of Commerce	814,926	35.13%	853,190	823,190	30.05%	-\$30,000
LEDC	381,026	16.43%	422,226	450,000	16.43%	\$27,774
Hotel/Motel Economic Development Fund	226,488	9.76%	500,000	500,000	18.25%	\$0
Tourism (see funding breakdown below)	442,100	19.06%	591,100	489,527	17.87%	-\$101,573
Lawton Enhancement Trust Authority	132,460	5.71%	147,460	147,460	5.38%	\$0
Hotel/Motel Lodging Tax Reimbursement	322,619	13.91%	329,071	329,071	12.01%	\$0
Total	\$ 2,319,619	100.00%	\$ 2,843,047	\$ 2,739,248	100.00%	

Tourism Funding Breakdown	FY25 Funding	FY26 Requested Funding	FY26 Proposed Funding
Museum	\$ 70,000	\$ 75,000	\$ 75,000
Juneteenth	20,000	46,000	20,000
Lawton Philharmonic	40,000	40,000	40,000
Lawton Community Theater	20,000	25,000	25,000
Lawton Heritage Association	25,000	25,000	25,000
Fireworks Display	100,000	140,000	140,000
FISTA	-	100,000	25,887
McMahon Auditorium Authority	37,000	50,000	50,000
Lawton Farmer's Market	50,100	50,100	50,100
Holiday in the Park	80,000	40,000	38,540
Sum	\$ 442,100	\$ 591,100	\$ 489,527



Item Title:

Consider approving a resolution repealing Resolution 93-68, authorizing the transfer of the existing fund balances and establishing an effective date.

Initiator: Michael Watrous, Director

Information Source: Michael Watrous, Director

Background:

This resolution repeals Resolution 93-68, which created the drainage maintenance fund. Approving this resolution effectively allows the merger of the Drainage Maintenance and Stormwater Management divisions, allowing for increased efficiency, planning and funding for the stormwater infrastructure.

Correlation to the True North Statement:

The Citizen – Everything that we do is for the citizen, EVERYTHING

This resolution helps ensure all stormwater-related funds are used more holistically, ultimately delivering better-maintained infrastructure, fewer delays, and more meaningful community outcomes. By simplifying fund structures, citizens benefit from reduced bureaucratic complexity and more direct resource application, improving services that impact their daily lives—like drainage and flood prevention.

Transparency and Trust

Repealing an outdated resolution and consolidating the funds into a single, clearly-defined Stormwater Management Fund increases transparency.

Efficiency

Merging the Stormwater and Drainage Maintenance Divisions and their funds eliminates redundancy, streamlines operations, and allows unified planning and spending.

Safe Community

A consolidated fund structure allows more flexibility in responding to stormwater-related safety issues, such as flooding, drainage blockages, or infrastructure failures. This ensures the city is better prepared to maintain, upgrade, or expand infrastructure, which directly supports the physical safety of Lawton residents.

Exhibit:

Resolution Draft

Key Issues:

Both Drainage Maintenance and Stormwater Management divisions are self-funded, solely through the Stormwater Management and Drainage Maintenance Fees collected. Without this fund merger, additional cuts would be needed for drainage maintenance in the FY26 year as the fees collected for Drainage Maintenance alone are not enough to support current operations.

Funding Source:

N/A

Staff Recommended Council Action:

Recommend approving a resolution repealing Resolution 93-68, authorizing the transfer of the existing fund balances and establishing an effective date.

ATTACHMENTS:

1. Drainage Fund Resolution
2. 93-68

RESOLUTION NO. 25-_____

A RESOLUTION REPEALING RESOLUTION 93-68, AUTHORIZING THE TRANSFER OF THE EXISTING FUND BALANCES AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The Stormwater Management and Drainage Maintenance Divisions will be merged in FY2026; and

WHEREAS, Resolution 93-68 created the Drainage Maintenance Fund, which is no longer necessary; and

WHEREAS, the Drainage Maintenance and Stormwater Management Fees had been collected in separate funds for their specific purposes, but the fees have been combined; and

WHEREAS, the balance of funds in the Drainage Maintenance fund needs to be transferred prior to the fund being closed;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Lawton, Oklahoma that:

Section 1. Resolution 93-68 is hereby repealed and the Drainage Maintenance Fund is hereby closed and any remaining fund balance shall be transferred to the Storm Water Management Fund.

Section 2. This resolution shall be effective on July 1, 2025.

PASSED and **APPROVED** by the Council of the City of Lawton, this 27th day of May, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this _____ day of _____ 2025.

TIM WILSON, ACTING CITY ATTORNEY

RESOLUTION NO. 93- 68

A RESOLUTION ESTABLISHING THE CITY OF LAWTON DRAINAGE MAINTENANCE FUND.

Whereas, the City of Lawton has approved a surcharge on all utility bills, and

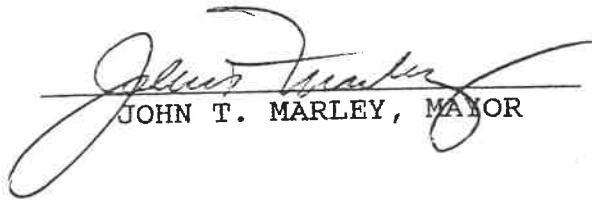
Whereas, this surcharge is to be used exclusively for maintaining and upgrading the City's drainage system, and

Whereas, there presently exists no fund available to properly segregate and account for the receipt and disbursement of the drainage surcharge,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Lawton, Oklahoma, that:

there is hereby established, the City of Lawton Drainage Maintenance Fund, for the purpose of receiving and disbursing all drainage maintenance surcharge funds collected.

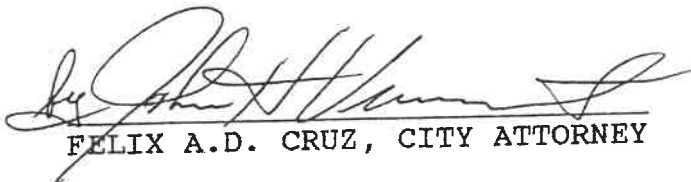
PASSED and APPROVED by the Mayor and City Council of the City of Lawton this 22 day of June, 1993


JOHN T. MARLEY, MAYOR

ATTEST:


BRENDA SMITH, CITY CLERK

APPROVED as to form and legality this 14 day of June, 1993.


FELIX A.D. CRUZ, CITY ATTORNEY

Item Title:

Consider an ordinance pertaining to Stormwater and Floodplain Management, amending Section 19A-1-1-106 and 19Aa-1-1-107, both in Division 19A-1-1, and Section 19A-1-2-124, Division 19A-1-2, all in Article 19A-1, Chapter 19, Lawton City Code 2015 by updating the account that drainage in-lieu-of on-site detention fees are collected, modifying the responsibilities of the Stormwater Drainage Advisory Committee, establishing the purposes of the Stormwater Maintenance Fee, providing for severability and establishing an effective date.

Initiator: Michael Watrous, Director

Information Source: Michael Watrous, Director

Background:

This is a companion item to 2025-375, and serves as housekeeping to update code to reflect the changes needed by merging the Stormwater Management and Drainage Maintenance Divisions. The merger of the divisions was approved by the Budget and Efficiency Committee on 23 March, 2025.

Correlation to the True North Statement:

The Citizen – Everything that we do is for the citizen, EVERYTHING
Codifying the use of stormwater maintenance fees (previously only defined in a resolution) directly serves citizens by ensuring transparency and responsible use of public funds. Broadening the advisory committee's role to recommend all stormwater capital priorities (not just fee-in-lieu projects) allows for more citizen-focused planning that better reflects widespread community needs and not just isolated development exceptions.

Transparency and Trust

Moving the stormwater maintenance fee language from Resolution 93-67 into codified ordinance builds trust with the public by making the fee's purpose clear, visible, and enforceable in law.

Efficiency

The change to allow the stormwater fees to go directly into the Stormwater Management Fund increases flexibility and eliminates unnecessary restrictions, allowing the city to deploy resources faster and more effectively on maintenance, upgrades, and equipment.

Safe Community

Expanding the committee's authority ensures a comprehensive view of stormwater capital needs, helping to prioritize projects that enhance safety city-wide rather than narrowly by funding source.

Exhibit:

Draft Ordinance

Key Issues:

N/A - key issues addressed in primary item.

Funding Source:

N/A

Staff Recommended Council Action:

Recommend approving an ordinance pertaining to Stormwater and Floodplain Management, waiving the reading of the code and reading the title only, by amending Section 19A-1-1-106 and 19Aa-1-1-107, both in Division 19A-1-1, and Section 19A-1-2-124, Division 19A-1-2, all in Article 19A-1, Chapter 19, Lawton City Code 2015 by updating the account that drainage in-lieu-of on-site detention fees are collected, modifying the responsibilities of the Stormwater Drainage Advisory Committee, establishing the purposes of the Stormwater Maintenance Fee, providing for severability and establishing an effective date.

ATTACHMENTS:

1. Stormwater Management Code Change

ORDINANCE NO. 2025-__

AN ORDINANCE PERTAINING TO STORMWATER AND FLOODPLAIN MANAGEMENT, AMENDING SECTION 19A-1-1-106 AND 19A-1-1-107, BOTH IN DIVISION 19A-1-1, AND SECTION 19A-1-2-124, DIVISION 19A-1-2, ALL IN ARTICLE 19A-1, CHAPTER 19, LAWTON CITY CODE 2015 BY UPDATING THE ACCOUNT THAT DRAINAGE IN-LIEU-OF ON-SITE DETENTION FEES ARE COLLECTED, MODIFYING THE RESPONSIBILITIES OF THE STORMWATER DRAINAGE ADVISORY COMMITTEE, ESTABLISHING THE PURPOSES OF THE STORMWATER MAINTENANCE FEE, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LAWTON, OKLAHOMA:

SECTION 1. Section 19A-1-1-106 is hereby amended in Chapter 19A of the Lawton City Code to read as follows:

19A-1-1-106 – Stormwater Drainage Advisory Committee.

There is hereby created a stormwater drainage advisory committee for the purpose of providing policy guidance to the city council. This committee shall exist until terminated by action of city council. The committee shall consist of two members from the city council, the city's stormwater program manager, and four citizens appointed by the mayor upon confirmation by the city council.

A. The purposes and duties of the committee shall be as follows:

1. To provide an exchange of information between the public and city council on flooding and stormwater drainage problems within the city;
2. To cause studies to be made regarding stormwater drainage and recommend to the city manager and city council a comprehensive stormwater management program;
3. To propose cooperative studies for coordinated stormwater drainage plans and facilities within the city and surrounding areas and jurisdictions;
4. To recommend to the city manager and city council policies to establish minimally acceptable standards to be utilized in the design of stormwater drainage system improvements.
5. To render recommendations to the city council on the priorities of stormwater capital improvement projects. ~~the expenditure of revenues from those fees collected in lieu of on-site detention as set forth in Section 19A-1-2-124.~~

B. This committee may be combined with that provided for in Section 22-2-2-227 being the oversight committee for the water and sewer system impact fees.

SECTION 2. Section 19A-1-1-107 is hereby amended in Chapter 19A of the Lawton City Code to read as follows:

19A-1-1-107 - ~~Reserved~~ - Stormwater Maintenance Fees

The fees collected from the Stormwater Maintenance Fee established in Appendix A will be collected to the Stormwater Management Fund solely for the management, operations, maintenance, repair, improvement to and construction of stormwater drainage system within the City of Lawton to include acquisition of equipment and personnel cost.

SECTION 3. Section 19A-1-2-124 is hereby amended in Chapter 19A of the Lawton City Code to read as follows:

19A-1-2-124 - Drainage fee in lieu of detention.

The city council may consider allowing the developer to pay a fixed fee in lieu of on-site detention if:

1. Modeling shows an unfavorable increase in the downstream peak discharge and flooding depth during any frequency storm event by providing on-site detention due to time of peak flows, such as in the lower reaches of a drainage basin; or
2. The stormwater from this watershed is detained as a part of a local or regional detention facility which is designed in accordance with the Stormwater Drainage Policy; or
3. The MS4 downstream of the development provides the capacity and flooding protection required for full development of this watershed in accordance with the Stormwater Drainage Policy and it is demonstrated that there would be no detrimental effect to all upstream, adjacent, and downstream properties if stormwater storage was not provided; or
4. The development is a one- or two- family residential unit on unplatted land and the owner dedicates the same easements required for platting and if the requirements of subsection E. of section [19A-1-2-123](#) are met; or
5. The development adds one thousand (1,000) square feet or less of impervious area and the owner dedicates the same easements required for platting.

The applicant requesting to pay a fixed fee in lieu of on-site detention will be required to submit his/her findings to the city manager or his designee. The city manager or his designee will then make ~~his~~ their recommendation to the city council. If the city council approves the developer/owner using this option, then the fee will be calculated as set out in Appendix A of this code. All fees collected will be placed in the stormwater maintenance ~~a reserve~~ account for the drainage facilities located in the city or which effect stormwater runoff in or flowing through the city. The fees will be used for stormwater drainage system new construction, upgrades and maintenance.

.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, said portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

SECTION 5. Effective Date. The provisions of this ordinance shall become on 1 July, 2025.

ADOPTED AND APPROVED BY THE COUNCIL OF THE CITY OF LAWTON,
OKLAHOMA THIS 27th DAY OF MAY, 2025.

STANLEY BOOKER, MAYOR

ATTEST:
(SEAL)

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this 27th day of May 2025.

TIMOTHY WILSON, INTERIM CITY ATTORNEY

ORDINANCE NO. 2025-__

AN ORDINANCE PERTAINING TO STORMWATER AND FLOODPLAIN MANAGEMENT, AMENDING SECTION 19A-1-1-106 AND 19A-1-1-107, BOTH IN DIVISION 19A-1-1, AND SECTION 19A-1-2-124, DIVISION 19A-1-2, ALL IN ARTICLE 19A-1, CHAPTER 19, LAWTON CITY CODE 2015 BY UPDATING THE ACCOUNT THAT DRAINAGE IN-LIEU-OF ON-SITE DETENTION FEES ARE COLLECTED, MODIFYING THE RESPONSIBILITIES OF THE STORMWATER DRAINAGE ADVISORY COMMITTEE, ESTBALISHING THE PURPOSES OF THE STORMWATER MAINTENANCE FEE, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

BRIEF GIST

This ordinance updates the account in which the drainage-in-lieu-of on-site detention is collected to, allowing those funds to be used more prudently in the management of the stormwater drainage system. It also codifies how the stormwater maintenance fee can be used for, which was previously only outlined in resolution 93-67, allowing for greater public transparency as to the purpose of the fees collected. Lastly, this ordinance expands the responsibility of the stormwater drainage advisory committee to recommend priorities of all stormwater capital projects instead of just those funds collected for fee-in-lieu of on-site detention.

ADOPTED and APPROVED by the City Council of Lawton, Oklahoma this 27th day of May 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in the Lawton Constitution this ____ day of _____, 2025.)

Item Title:

Consider a resolution amending Article A-22-1, Chapter A-22, Appendix A, Schedule of Fees and Charges, Lawton City Code, 2015, pertaining to Utilities, by merging the Stormwater Management and Drainage Maintenance fees together and not increasing the fee.

Initiator: Michael Watrous, Director

Information Source: Michael Watrous, Director

Background:

This is a companion item to 2025-375. This resolution merges the separate Stormwater Management and Drainage Maintenance fees into one fee, without increasing the fees.

Correlation to the True North Statement:

Efficiency

his is a direct manifestation of the True North value of efficiency: combining two fees with similar purposes into one streamlined cost mechanism reduces administrative complexity, simplifies billing, and improves operational alignment. The merger of the Stormwater and Drainage Divisions further supports efficient resource deployment and team coordination.

Our Pursuit of Excellence

Amending outdated fee structures—without raising prices—shows proactive governance and strategic thinking. This resolution supports smart resource management and reinforces Lawton’s commitment to excellence through intentional, resident-focused improvements.

Exhibit:

Proposed Fee Schedule and Resolution

Key Issues:

This merged the two fees together in the fee schedule without increasing the fees.

Funding Source:

N/A

Staff Recommended Council Action:

Approve a resolution amending Article A-22-1, Chapter A-22, Appendix A, Schedule of Fees and Charges, Lawton City Code, 2015, pertaining to Utilities, by merging the Stormwater Management and Drainage Maintenance fees together and not increasing the fee.

ATTACHMENTS:

1. Drainage and Stormwater Fees Updated

RESOLUTION NO. 25-_____

A RESOLUTION AMENDING ARTICLE A-22-1, CHAPTER A-22, APPENDIX A, SCHEDULE OF FEES AND CHARGES, LAWTON CITY CODE, 2015, PERTAINING TO UTILITIES, BY MERGING THE STORMWATER MANAGEMENT AND DRAINAGE MAINTENANCE FEES TOGETHER AND NOT INCREASING THE FEE.

WHEREAS, Section 1-205, Chapter 1, Lawton City Code, 2015, provides that fees and charges shall be set by resolution;

WHEREAS, the Stormwater Management fee and drainage maintenance fees are currently collected at a rate of \$1.25 and \$2.30, respectively;

WHEREAS, the Stormwater Management and Drainage Maintenance Divisions have been combined for better effectiveness and efficiency;

WHEREAS, the fees will combine into one, single fee to embody the True North Culture point of efficiency;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Lawton, Oklahoma, that:

SECTION 1. Article A-22-1 is hereby amended as follows:

Article A-22-1 – General provisions.

GENERAL FEES AND CHARGES

WATER FEES AND CHARGES

22-111	Water rates inside city limits; residential, multiunit residential, and business	
	In addition to the charges listed below, a Stormwater Maintenance a drainage maintenance fee will be added to each account for each unit per month, excluding senior citizen and disability discount accounts.	\$2.30 <u>\$3.55</u>
	In addition to the charges listed below, a stormwater management fee will be added to each account for each unit per month, excluding senior citizen and disability discount account.	1.25
	In addition to the charges listed below, a fee will be added to each account for each unit per month, to be deposited and expended for capital outlay (Rolling Stock), excluding senior citizens and disability discount accounts as defined in Section 22-102 and those utility accounts which are provided service on a seasonal basis as defined in Section 22-214.	8.05
	In addition to the water rates listed in Section 22-111 of this appendix, there is hereby assessed a surcharge on each City of Lawton billing to defray the cost of pumping water between the city's lakes. The surcharge shall be billed each utility customer based on the actual cost of pumping the water pro-rated based on consumption. The surcharge shall not apply to those accounts qualifying for the city's elderly/disabled low income reduction in rates as defined in Section 22-102 and utility customers whose water service is provided at a special rate under contract.	
22-111	In addition to the water rates listed in Section 22-111 of this appendix, there is hereby assessed a surcharge on each City of Lawton billing to defray the cost of the Waurika assessment for water/storage rights and improvements. The surcharge shall be billed to each unit. The surcharge shall not apply to those accounts qualifying for the city's elderly/disabled low income reduction in rates as defined in Section 22-102 and utility customers whose water service is provided at a special rate under contract.	8.65
22-111	Fuel Surcharge	0.00

	Water rates inside city limits; Residential and Business	
22-111	First 2,000 gallons or any part thereof (Rate adjustment to support debt service for WWTP CWSRF Loan)	23.00
22-111	All over 2,000 gallons, per 1,000 gallons or any part thereof	4.65
	In addition to (not in place of) the water rates listed in Section 22-111 of this Appendix for residential, multi-unit residential and business, water conservation rates for the purpose of identifying and obtaining alternative/additional water sources shall apply to each City of Lawton billing as follows:	
	Stage 3 Water Restriction Period:	
	Per 1,000 gallon for consumption between 8,001 and 15,000 gallons	1.15
	Per 1,000 gallon for consumption between 15,001 and 25,000 gallons	2.30
	Per 1,000 gallon for consumption above 25,000 gallons	4.60
	Stage 4 Water Restriction Period:	
	Per 1,000 gallon for consumption between 8,001 and 15,000 gallons	2.30
	Per 1,000 gallon for consumption between 15,001 and 25,000 gallons	4.60
	Per 1,000 gallon for consumption above 25,000 gallons	9.20
	Stage 5 Water Restriction Period:	
	Per 1,000 gallon for consumption between 8,001 and 15,000 gallons	4.60
	Per 1,000 gallon for consumption between 15,001 and 25,000 gallons	9.20
	Per 1,000 gallon for consumption above 25,000 gallons	18.40
22-111	Water rates inside city limits; government and commercial	
22-111	First 2,000 gallons or any part thereof	43.00
22-111	All over 2,000 gallons, per 1,000 gallons or any part thereof	4.60

	In addition to (not in place of) the water rates listed in Section 22-111 of this Appendix for government and commercial, water conservation rates for the purpose of identifying and obtaining alternative/additional water sources shall apply to each City of Lawton billing as follows:	
	Stage 3 Water Restriction Period:	
	Per 1,000 gallon for consumption above 2000 gallons	0.35
	Stage 4 Water Restriction Period:	
	Per 1,000 gallon for consumption above 2000 gallons	0.46
	Stage 5 Water Restriction Period:	
	Per 1,000 gallon for consumption above 2,000 gallons	0.58

ADOPTED and APPROVED by the Mayor and Council of the City of Lawton this ____ day of May 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this ____ day of _____, 2025.

TIMOTHY WILSON, INTERIM CITY ATTORNEY

Item Title:

Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the status of an ongoing investigation concerning CDBG funds and other Housing Division related matters, and if necessary, take appropriate action in open session.

Initiator: Timothy Wilson, Interim City Attorney

Information Source: Timothy Wilson, Interim City Attorney

Background:

The Interim City Attorney advises the Council that the disclosure of information relating to this ongoing investigation will seriously impair the ability of the investigator to conduct said investigation, and from that determination, the Council should convene in executive session to discuss the matter.

Correlation to the True North Statement:**Exhibit:**

N/A

Key Issues:

N/A

Funding Source:

N/A

Staff Recommended Council Action:

Convene in executive session to discuss the status of an ongoing investigation concerning CDBG funds and other Housing Division related matters, and if necessary, take appropriate action in open session.

ATTACHMENTS:

None

Item Title:

Pursuant to Section 307B.1, Title 25, Oklahoma Statutes, consider convening in executive session to review the employment of John Ratliff as City Manager, and in open session take other action as necessary.

Initiator: City Council

Information Source:

Background:

The City Council should meet in executive session to discuss the employment / performance of John Ratliff, City Manager, and take action in open session if necessary.

Correlation to the True North Statement:

Exhibit:

Key Issues:

Funding Source:

Staff Recommended Council Action:

Convene in executive session to review the employment of John Ratliff as City Manager and take action in open session if necessary.

ATTACHMENTS:

None