

October 18, 2002

**TAC #052C  
SECURITY SERVICE  
PW/CITY OF TULSA  
ADDENDUM NO. 2**

**This Addendum No. 2**, consisting of the following information, shall be made a part of the bid specifications for subject bid.

- 1. Page 8, Price Sheet Summary has been revised to include pay scales for \$9.25, \$10.25, \$10.50, \$10.75, \$11.25 and \$11.50. See Pages 8 and 9 for revisions.**

All other provisions remain the same.

Please include this addendum with your bid submittal.

\_\_\_\_\_

COMPANY NAME	SIGNATURE
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/ram

October 17, 2002

**TAC #052C  
SECURITY SERVICE  
PW/CITY OF TULSA  
ADDENDUM NO. 1**

**This Addendum No. 1**, consisting of the following information, shall be made a part of the bid specifications for subject bid.

**2. Page 13, Insurance Requirements has been revised as follows:**

<u>Types of Coverage</u>	<u>Limits of Liability (Minimum)</u>
Personal Injury, Each Person	\$175,000.00
Property Damage, Each Person	\$25,000.00
Personal Injury and Property Damage Aggregate, Each Occurrence	\$1,000, 000.00

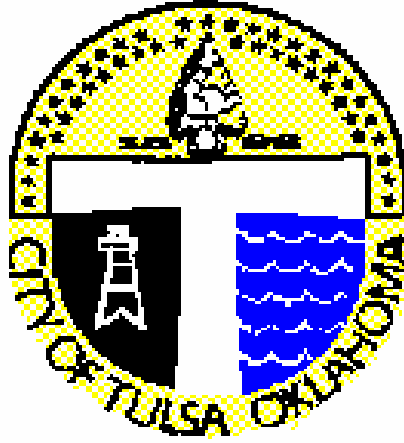
All other provisions remain the same.

Please include this addendum with your bid submittal.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

/ram



## INVITATION FOR SEALED BID

**TAC 052C**

**Description: SECURITY SERVICE**

**Department: PW/CITY OF TULSA**

**NIGP Commodity Code(s): 990-46-00-000-0**

**Total pages including this page is 19**

**NOTE: FAXING OF BID WILL NOT BE ACCEPTED**

**Important Instruction – Read Carefully:**

If you have obtained these bid specifications from either of:  
City of Tulsa's Fax-on-Demand (918-596-1171) or  
City of Tulsa's Website : [www.cityoftulsapurchasing.org](http://www.cityoftulsapurchasing.org)

you must notify the buyer Laura Blades of your intent to bid by e-mail [lblades@ci.tulsa.ok.us](mailto:lblades@ci.tulsa.ok.us) in order to receive addenda. The buyer will always acknowledge your e-mail for your records. All addenda will be posted on fax-on-demand and the website.

## TABLE OF CONTENTS

**Pay special attention to those pages with a reference to the following notes:**

**Note #1: Signature of authorized agent required**

**Note #2: Signature of an authorized agent and notarized required**

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**Your bid response should follow the same format listed above plus any additional format requested in the body of the bid invitation.**

**INVITATION FOR SEALED BIDS  
TO  
City of Tulsa**

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

Bid number and date of bid opening must appear on the lower  
left outside corner of bid envelopes and all related containers.

**DATE OF OPENING:**     October 31, 2002

**BID NUMBER:**     TAC 052C

**BID MUST BE IN THE CITY CLERK'S OFFICE AT THE ABOVE ADDRESS BY 5:00 P.M. THE DAY PRECEDING THE "DATE OF OPENING" SHOWN ABOVE.**

**BIDS WILL BE OPENED AT 8:30 A.M. IN THE CITY COUNCIL ROOM ON THE DAY SPECIFIED UNDER "DATE OF OPENING."**

PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS:     October 7, 2002

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of:     \$5,000.00

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING BID DOCUMENTS

**MANDATORY PRE-BID CONFERENCE (SEE PAGE 12)**

\*\*\*\*\* **THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER** \*\*\*\*\*

Delivery will be made in not more than \_\_\_\_\_ days after receipt of order.

Payment terms \_\_\_\_\_ % \_\_\_\_\_ days.

City of Tulsa may increase quantity of order at the unit price bid for \_\_\_\_\_ days. (Bidder to Specify Days) I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

Enclosed is a [  ] BID BOND ; [  ] CASHIER'S CHECK; [  ] Certified Check in the amount of \$ \_\_\_\_\_, which I agree the City of Tulsa may retain as liquidated damages in the event of my failure to comply with the terms of this bid.

**MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID**

FIRM NAME \_\_\_\_\_ by \_\_\_\_\_

STREET \_\_\_\_\_ TITLE \_\_\_\_\_

CITY STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS OF SEALED BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID.

**NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.**

1. **BIDS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT.** Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.
2. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
5. The bidder shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form.
7. Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID.**
9. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
10. All bids must be accompanied by bidders bond, cash, certified or cashier's check in the amount shown on the face of the bid form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.



# BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

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

\_\_\_\_\_, of lawful age, being first duly sworn on oath says  
**Authorized Agent**

1. (s)he is the duly authorized agent of \_\_\_\_\_, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and municipal 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. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. neither the bidder nor anyone subject to the bidder'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, nor
  - 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.

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

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

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
MY COMMISSION EXPIRES

**The Bidder Affidavit must be completed, signed by an authorized agent, and notarized.**

# CONTRACTOR/BIDDER INFORMATION SHEET

To be completed by all Bidders  
For Contracts with the City of Tulsa  
(Please print or type)

Project No. or Description \_\_\_\_\_  
\_\_\_\_\_

Full Name of Bidder \_\_\_\_\_

Legal Identity  
(Corporation, Partnership,  
Individual, etc.) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

FAX No. \_\_\_\_\_

Taxpayer Identification Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

E-mail address \_\_\_\_\_

Webpage Address \_\_\_\_\_

# Price Sheet Summary

Vendor Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

**You will be able to obtain a copy of the Bid Summary on the City of Tulsa's Purchase-Net Fax-on-Demand and Website shortly after bid opening.**

## TAC 052C Revised 10/18/02

<u>DESCRIPTION</u>	<u>COST</u>	<u>OT COST</u>
One (1) Hourly Rate Per Guard for Security Service @ 7.00/Hour*Minimum rate the guard is to be paid.	\$ _____ per hour	\$ _____ per hour
One (1) Hourly Rate Per Guard for Security Service @ 7.25/Hour*Minimum rate the guard is to be paid.	\$ _____ per hour	\$ _____ per hour
One (1) Hourly Rate Per Guard for Security Service @ 7.50/Hour*Minimum rate the guard is to be paid.	\$ _____ per hour	\$ _____ per hour
One (1) Hourly Rate Per Guard for Security Service @ 7.75/Hour*Minimum rate the guard is to be paid.	\$ _____ per hour	\$ _____ per hour
One (1) Hourly Rate Per Guard for Security Service @ 8.00/Hour*Minimum rate the guard is to be paid.	\$ _____ per hour	\$ _____ per hour
One (1) Hourly Rate Per Guard for Security Service @ 8.25/Hour*Minimum rate the guard is to be paid.	\$ _____ per hour	\$ _____ per hour
One (1) Hourly Rate Per Guard for Security Service @ 8.50/Hour*Minimum rate the guard is to be paid.	\$ _____ per hour	\$ _____ per hour
One (1) Hourly Rate Per Guard for Security Service @ 8.75/Hour*Minimum rate the guard is to be paid.	\$ _____ per hour	\$ _____ per hour
One (1) Hourly Rate Per Guard for Security Service @ 9.00/Hour*Minimum rate the guard is to be paid.	\$ _____ per hour	\$ _____ per hour
One (1) Hourly Rate Per Guard for Security Service @ 9.25/Hour*Minimum rate the guard is to be paid.	\$ _____ per hour	\$ _____ per hour
One (1) Hourly Rate Per Guard for Security Service @ 9.50/Hour*Minimum rate the guard is to be paid.	\$ _____ per hour	\$ _____ per hour
One (1) Hourly Rate Per Guard for Security Service @ 9.75/Hour*Minimum rate the guard is to be paid.	\$ _____ per hour	\$ _____ per hour
One (1) Hourly Rate Per Guard for Security Service @ 10.00/Hour*Minimum rate the guard is to be paid.	\$ _____ per hour	\$ _____ per hour
One (1) Hourly Rate Per Guard for Security Service @ 10.25/Hour*Minimum rate the guard is to be paid.	\$ _____ per hour	\$ _____ per hour
One (1) Hourly Rate Per Guard for Security Service @ 10.50/Hour*Minimum rate the guard is to be paid.	\$ _____ per hour	\$ _____ per hour
One (1) Hourly Rate Per Guard for Security Service @	\$ _____ per hour	\$ _____ per hour

<b>10.75/Hour*Minimum rate the gaurd is to be paid.</b>		
<b>One (1) Hourly Rate Per Guard for Security Service @ 11.00/Hour*Minimum rate the gaurd is to be paid.</b>	<b>\$ _____ per hour</b>	<b>\$ _____ per hour</b>
<b>One (1) Hourly Rate Per Guard for Security Service @ 11.25/Hour*Minimum rate the gaurd is to be paid.</b>	<b>\$ _____ per hour</b>	<b>\$ _____ per hour</b>
<b>One (1) Hourly Rate Per Guard for Security Service @ 11.50/Hour*Minimum rate the gaurd is to be paid.</b>	<b>\$ _____ per hour</b>	<b>\$ _____ per hour</b>

**PRICE ADJUSTMENT OPTION PERCENTAGE**

**RENEWAL #1** \_\_\_\_\_ % INCREASE

**RENEWAL #2** \_\_\_\_\_ % INCREASE

**RENEWAL #3** \_\_\_\_\_ % INCREASE

**RENEWAL #4** \_\_\_\_\_ % INCREASE

**OTHER ADJUSTMENT OPTION AS OUTLINED IN  
PRICE ADJUSTMENT OPTION**

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# TAC 052C SECURITY SERVICE PUBLIC WORKS DEPARTMENT

**INTENT:**

It is the intent of this bid to secure, on a competitive basis, a source of supply for furnishing **Staff** to the Public Works Department's **City of Tulsa Security Agency**. Other departments at the city may also require services from the successful bidder.

**GENERAL:**

Bidders are to bid an hourly rate of charge for security guard service. Staffing for security service will be required at various locations including but not limited to the following list. The following locations presently require staffing. (Times of service requirements and numbers of locations are subject to change without approval of contractor.)

Location	Hours	Needs
2317 S. Jackson	128	Armed as needed but primarily unarmed 1600-0800 weekdays. Weekends and Holidays will require 24 hour unarmed service, commencing from the end of the weekday shift to the beginning of the next weekday shift.
4502 S. Galveston	128	Armed as needed but primarily unarmed 1530 to 0730 weekdays. Weekends and Holidays will require 24 hour unarmed service, commencing from the end of the weekday shift to the beginning of the next weekday shift.
440 W. 23 <sup>rd</sup>	128	Armed as needed but primarily unarmed 1600-0800 weekdays. Weekends and Holidays will require 24 hour unarmed service, commencing from the end of the weekday shift to the beginning of the next weekday shift.

4235 N. 93 <sup>rd</sup>	128	Armed post to be filled as follows, 1400-2200 weekdays. Unarmed 2200-0600 weekdays. Weekends and Holidays will require 24 hour unarmed service, commencing from the end of the weekday shift to the beginning of the next weekday shift.
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5602 S. Garnett	128	Armed as needed but primarily unarmed 1600-0800 weekdays. Weekends and Holidays will require 24 hour unarmed service, commencing from the end of the weekday shift to the beginning of the next weekday shift.
City Hall (200 Civic Center)	168	Armed 24 hours a day 7 days a week.
108 N. Trenton	168	Unarmed 24 hours a day 7 days a week.
108 W. Archer	128	Armed 1530 to 0730 weekdays. Weekends and Holidays will require 24 hour unarmed service, commencing from the end of the weekday shift to the beginning of the next weekday shift.
707 S. Houston	55	Armed officer M – F 0700 – 1700
Patrol	208	Armed 2 officers M-F 0800 – 2400, 1 Armed officer 2400 – 0800 weekends.
Litter Pickup Officers *	~600	Officers, qualified to carry arms, per day five (5) days a week will be used here but <b>will carry no weapons.</b>
Northside Wastewater Treatment Plant	80	Armed officer's M – F 0600 – 2200
Other posts as required (Armed)	Varies	The City of Tulsa will have posts at facilities or special events, emergency, overnight or long term as needed to ensure a safe environment. Those officers will come from current staff and be compensated at a rate decided by the City from the rates bid.
Expected Total Hours		2000/week

**Current City Holidays total 11 days per year. Employees are paid holiday pay on holidays recognized by that company only. Most posts are staffed 24/7 on holidays.**

Bidders may tour facilities involved and all questions will be answered at the pre-bid conference.

### **BID BOND:**

A Certified or cashier's check or bidder's surety bond, in the sum of \$5000.00 will be required from each bidder, to be retained as liquidated damages in the event the successful bidder fails, neglects or refuses to enter into said contract as specified, within ten (10) days from and after the date the contract document is received from the City of Tulsa Legal Department.

### **PRE-BID CONFERENCE:**

A mandatory pre-bid conference will be conducted on Thursday, October 17, 2002 at 10:00 a.m. in the fourth floor conference room, Room 402 of City Hall to answer any questions concerning this bid.

### **CONTRACT:**

The successful bidder will be required to enter into a contract with the City of Tulsa within ten (10) days after submission of same. The term of the contract will be for a one (1) year period with four (4) one (1) year renewal options.

### **METHOD OF PAYMENT:**

Invoices for services rendered shall be sent to the Department of Inventory Control, 4122 E. Mohawk Blvd Tulsa Oklahoma 74115. In cases where other city departments have contracted for security service arrangements shall be made between the bidder and that department for payment.

The billing for each month will include an invoice and a detailed accounting of each officer's hours on each post. There also will be a total hours on each post by week and by billing cycle. There will be no overtime paid by the city for the contractor's inability to fully staff the contract. The City will pay overtime on emergency placements for extra or additional services throughout the contract year.

### **SPECIFICATIONS:**

- A. The security service shall have an established business office in Tulsa, with a record of at least ten (10) years in the City Of Tulsa, State of Oklahoma with a continuous record of at least two times the current hourly staff requirements for the past 5 years. This hourly minimum shall be in actual physical on site security contracts by the prospective bidder, not a combination of on site and patrol or strictly patrol type security.
- B. Security service shall furnish licensed uniformed guards to perform security services at the premises and events herein described. Additional guards will be supplied as requested by the management of the Public Works Department at the appropriate hourly rate according to the need. Supervision of the officers will be by City of Tulsa Employees, with service officers answering directly to those employees. The service will act as a staffing service for the City of Tulsa. As such the City of Tulsa shall require no direct supervision of the day-to-day operations of those officers by the service. The service will staff the officers at the contracted pay rates, and for the hours requested by the contracting department, for supervision by that department.
- C. The security service shall provide officers that will ensure a professional, reliable and efficient effort to protect the City's property and personnel against security hazards.

- E. The security service shall accept liability for any and all acts of negligence on the part of its employees in the performance of his or her duties, including vehicle accidents by their employees in City owned vehicles. Service will maintain appropriate insurance to cover damage created by and to city vehicles in the event one of its officers is involved in an accident in a City of Tulsa vehicle.
- F. Federal regulations prohibit discrimination against any employee or applicant for employment on the basis of race, creed, age, color, sex, or national origin.
- G. All guards shall be employees of the security service and the security service shall pay all salaries and all social security taxes, Federal, State unemployment insurance, and any similar taxes relating to such employees.
- H. Insurance: Contractor, performing as an independent Contractor hereunder shall be fully responsible for providing Workmen’s Compensation and General Liability coverage as follows:

<u>Types of Coverage</u>	<u>Limits of Liability (Minimum)</u>
Workmen’s Compensation.	Statutory
Comprehensive General Liability:	
Bodily Injury	\$100,000.00 Each Person per occurrence
Bodily Injury	\$100,000.00 per occurrence
Property Damage	\$25,000.00 Each claimant

**The City shall have no responsibility of liability for such insurance coverage.**

Contractor must provide a certificate of insurance compliance within ten (10) calendar days after notification of award and prior to starting any work. The City of Tulsa shall be listed as an additional insured on all certificates of insurance to read as follows: “The City of Tulsa, a Municipal Corporation, is an additional insured for work performed under Contract TAC #52C and must be notified thirty (30) days in advance of insurance cancellation or termination.” Certification must include: name and address of insurance company (must be licensed to transact business in the State of Oklahoma); Policy Number; and, liability coverage and amounts.

- I. The security service shall agree that the services provided shall be performed in accordance with industry standard security practices and standards. The security service further agrees that upon request by the City it will reassign any of its employees, who in the opinion of the City are not satisfactory.
- J. The security service shall agree to indemnify and hold harmless the City from all losses, claims, damages, expenses or liabilities that are a result of the negligence of the security service, its servants or agents, while engaged in the services contemplated.

- K. If during the period of this agreement, the security service makes a site survey and makes recommendations to the City for improvement of security conditions, the City shall take under advisement any recommendations.
- L. The service agrees that, unless necessitated by emergency circumstances, any one guard will not work more than twelve (12) hours in any twenty-four (24) hour period and that no guard will work more than twelve (12) consecutive hours. Such emergency conditions will only exist by approval of the City.
- M. The security service will be responsible for assuring that guards are at their stations at assigned times.
- N. The security service shall provide a minimum of twenty-four (24) hours training time with the post supervisor at the post, covering but not limited to post procedures and responsibilities before the guard is allowed to assume a shift at that post by him/her self. The security service shall also agree to have a post supervisor present during the new guard's first shift assignment. Separate logs will be kept of these shifts and be provided to Public Works Management.
- O. The security service shall agree that all guards will be trained in efficient and competent operation of weapons, radio, pager and telephone communications equipment before assuming a shift. The service shall provide for semi annual qualification of its officers with weapons, including ammunition for those qualifications provided free of charge to the officers. Those qualifications will be the standard CLEET 25 yd Course. Officers will meet a passing score on that course in order to maintain employment. Acceptable weapons shall be as set by CLEET in OS.T.59
- P. It is required that any and all security services making a bid for contract submit an information packet about said agency, including but not limited to
- a. References (local and National)
  - b. Years in Operation
  - c. Costs per hour for the services
  - d. Breakdown of hours worked over the last 5 years per requirements
  - e. Other information relevant to this particular application
- Q. The security service shall agree to utilize the current staff and bid the included pay rates. The City from the accompanying chart based on officer performance, job duties and longevity decides individual officers pay.
- R. All incumbent personnel will maintain their assignment date to the city to maintain their vacation time. One week for one year, up to two weeks for 3 years with a 2-week cap.
- S. The successful bidder shall provide a minimum of three (3) sets of uniforms to include appropriate outer wear for winter weather to fit the needs of the officers as set by the client. Certain assignments will require heavier more durable uniforms than might be the bidders norm.
- T. **Pricing:** Prices bid shall be firm for a one-year period.

## **PRICE ADJUSTMENT OPTION**

The price paid for a commodity under this contract shall not change during the term of this contract. However, if the bidder anticipates that it will not be able to maintain firm prices for any renewal period, a change in price may be allowed in a renewal of this contract if the following criteria are met:

- (1) The bidder includes a formula, to be used to calculate a change in price at the time of renewal, **in the bid for the initial contract**. Such formula shall be reasonable, objective and capable of measurement.
- (2) The contractor notifies the City, in writing, no later than 60 days prior to the expiration of the initial contract period, or any renewal period, of its intent to exercise the right to escalate or de-escalate prices under the contract. The notice shall include a calculation of the price increase or decrease requested including the formula used.

Escalation and de-escalation clauses shall be in effect for the four (4) one (1) year renewal options and any escalation or de-escalation of prices shall be based on the consumer price index.

In the event of price adjustment, the successful bidders shall notify the City (in writing) within sixty (60) days prior to expiration of each contract period of such price adjustments.

## **DUTIES AND RESPONSIBILITIES**

### **1. Armed Officers**

The Armed Officer will be used for controlled access points to various City of Tulsa compounds, for patrol and other duties as needed by the City. Customer service is a critical component of **CLIENT'S** business strategy. Security is an integral part of accomplishing this objective. Therefore, the primary responsibility of each officer, supervisor and account manager will be to provide quality customer service. Typical duties will involve providing directions, assisting **CLIENT'S** customers, tenants, employees and visitors and vendors. Occasionally escorts may be required. Answering telephone inquiries and serving as a central or visible source of information is a significant part of the security officer's job. To this end, supervisor and account manager must exercise courtesy, respect and professionalism. In addition **CONTRACTOR** will ensure **CLIENT** that each of its assigned personnel will comply with the following added duties and responsibilities.

### **2. Unarmed Officers**

The Unarmed Officer will be used for inventory control as well as at controlled access points to various City of Tulsa compounds. Customer service is a critical component of **CLIENT'S** business strategy. Security is an integral part of accomplishing this objective. Therefore, the primary responsibility of each officer, supervisor and account manager will be to provide quality customer service. Typical duties will involve providing directions, assisting **CLIENT'S** customers, tenants, employees and visitors and vendors. Occasionally escorts may be required. Answering telephone inquiries and serving as a central or visible source of information is a significant part of the security officer's job. The unarmed Officer will also be responsible for issuing material to City Employees from various stock rooms at various

City Facilities during non-business hours. To this end, supervisor and account manager must exercise courtesy, respect and professionalism. In addition **CONTRACTOR** will ensure **CLIENT** that each of its assigned personnel will comply with the following added duties and responsibilities.

### **All Officers**

- a. Provide security, as Defined by **CLIENT**, for its customers, visitors, employees and vendors.
- b. Respond to all alarm conditions and enforce all access control procedures through identification of personnel and control of entry and exists to **CLIENT** facilities' vital areas.
- c. Use responsible effort to deter or, only when absolutely necessary, detain persons observed attempting to gain or gaining unauthorized access to any of **CLIENT'S** facilities.
- d. Respond to suspicious incidents and take reports. When necessary and deemed appropriate, follow incidents to their conclusion, including court appearances.
- e. Cooperate with and assist law enforcement agencies in connection with crimes committed against **CLIENT**, including maintaining the scene of a crime to protect possible evidence in accordance with established procedures.
- f. Respond to and provide security and/or safety for related situations, demonstrating common sense and good judgment and in compliance with **CLIENT'S** policies and practices.
- g. Assume additional responsibilities, though not specifically enumerated herein, as may be set forth in **CONTRACTOR'S** special orders or manuals and procedures issued by **CLIENT**.
- h. Maintain training and certification of those items, skills, concepts and other requirements as outlined above and defined through mutual agreement by **CLIENT** and **CONTRACTOR**.
- i. Maintain knowledge of appropriate federal, state and local statues and ordinances, and regulatory requirements, including periodic updates provided by **CLIENT**.
- j. The security service shall agree that all guards will abide by the attached Public Works Security Procedures manual.

## **STANDARDS OF PERFORMANCE**

As condition of this agreement the following standards will be required of **CONTRACTOR**. All personnel assigned to this account will:

- a. Possess proof of having met the requirements from the State for Private Security Guards, in Oklahoma this is the Council for Law Enforcement Education and Training, C.L.E.E.T. The **CONTRACTOR** will not use officers with a temporary license from CLEET for this contract without prior approval of that officer by the City.
- b. Possess a high school diploma, or GED.
- c. Possess a valid Driver's license in the state of Oklahoma reflecting reasonable care and judgment on the officers' behalf. Minimum requirements include:
  - 1) no more then 3 moving violations in the past 3 years
  - 2) no suspensions or revocations in the last 3 years
  - 3) no convictions for DUI
- d. Demonstrate the ability to read and write in English equivalent to a high school graduate. Have the ability to verbally communicate in English; particularly in emergency situations requiring clear and definitive articulation to assure confidence, control and safety of those involved.
- e. Officers in armed positions shall demonstrate psychological stability under a variety of conditions as illustrated by passage of appropriately administered testing, consistent with national standards. IE: MMPI or equal.
- f. Certain positions may require the officer pass an annual physical examination, including drug and alcohol testing, by a licensed physician or toxicology lab which demonstrates an ability to meet the requirements of this account.
- g. All officers shall have the following physical attributes and abilities:
  - 1) Vision correctable to 20/30.
  - 2) Ability to discriminate colors.
  - 3) Able to hear normal conversation from a reasonable distance.
  - 4) General good health without physical defects or abnormalities, which would interfere with the performance of security officers duties.
- h. Possess CPR and First Aid certification as set forth by the American Red Cross or equivalent association. The **CONTRACTOR** shall update this certification annually.
- i. Possess sufficient customer relation's skills to effectively interact with employees, citizens, media and law enforcement in the various City of Tulsa facilities.
- j. Receive a 24 hour course of advanced officer training annually, the curriculum to be mutually agreed upon between **CLIENT** and **CONTRACTOR**, reflecting changes in the law, customer relations, City policies, etc.

In Addition the **CONTRACTOR** shall:

- k. Assure **CLIENT** that no security officer will be assigned, reassigned, disciplined, promoted or transferred within or away from the account without **CLIENT'S** prior notification.
- l. Assure client staffing will be in compliance with established EEO standards for the area.
- m. Provide annual testing of all assigned personnel on **CLIENT'S** emergency procedure plans.
- n. Assure **CLIENT** that all personnel to be assigned to this contract possess no criminal record. The **CONTRACTOR** will conduct a comprehensive pre-employment background/reference check of local and state records for the past seven (7) years on all officers it assigns the **CLIENT**.
- o. **CLIENT** reserves the right to fingerprint and photograph and background check all personnel assigned under the terms of this agreement. **CLIENT** shall be given a personnel folder for each officer assigned by the **CONTRACTOR** including but not limited to background check, and driving records on all employees assigned by the **CONTRACTOR**.
- p. If **CONTRACTOR** receives an unsuitable report on any of the **CONTRACTOR'S** employees subsequent to the commencement of service, or the **CLIENT** finds a prospective incumbent employee unsuitable or unfit for assigned duties, the employee will not be allowed to continue to work, or be assigned to work, under terms of this agreement.

**AWARD OF BID:**

The bid shall be awarded to the firm whose proposal is responsive to the bid and is most advantageous to the City, considering the factors identified in the bid and Section 406E of Title 6, The Purchasing Ordinance set forth below:

406E. **AWARD OF CONTRACT**

- 1. Authority in the Mayor. The Mayor shall have the authority to award contracts within the purview of this chapter.
- 2. Lowest Secure Bidder. Contracts shall be awarded to the lowest secure bidder meeting specifications. Bid Specifications may include a point system for evaluating the lowest secure bid. In determining "lowest secure bidder", in addition to price, the following factors shall be considered:
  - a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
  - b. whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
  - c. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
  - d. the quality of performance of previous contracts or services;

- e. the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- f. the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. the quality, availability and adaptability of the supplies or contractual services to the particular use required;
- h. the ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. where an earlier delivery date would be of great benefit to the requisitioning agency, the date and terms of delivery may be considered in the bid award, and
- j. the number and scope of conditions attached to the bid.
- k. if a point system has been utilized in the bid specifications, the number of points earned by the bidder.

**Terms and conditions shown on page 4 apply to this transaction.**

**AMERICANS WITH DISABILITIES ACT:**

Bidder shall take the necessary actions to ensure its facilities and employment practices are in compliance with the applicable requirements of the Americans with Disabilities Act. Any costs of such compliance will be the sole responsibility of Bidder.