

May 16, 2002

**TAC #079C (RE-BID)
MONITOR AND MAINTENANCE OF EXISTING ALARM
SYSTEMS
PARK & RECREATION
ADDENDUM NO. 1**

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

1. See attached revised Price Sheet Summary page.
2. Page 14, item 8 should read as follows:
 8. Mohawk Entry Booth Administration Building
5701 E. 36th St. N.
3. Page 15, item 11 should read as follows:
 11. Mohawk Golf Maintenance
4829 E. Mohawk
4. Page 17, add items 51, 52 & 53 as follows:
 51. 5701 E. 36th St. N.
 52. Tulsa Zoo African Barn (Fire Only)
5701 E. 36th St. N.
 53. Tulsa Zoo, Animal Kingdom (Fire Only)
5701 E. 36th St. N.
5. Page 18, D5 add the amend to read as follows:

**Maintain adequate parts inventory at central station.
NOTE: Exclude cellular parts.**

All other provisions remain the same.

Please include this addendum with your bid submittal.

COMPANY NAME	SIGNATURE
/ram	

Price Sheet Summary

Vendor Name: _____ Signature: _____
Date: _____

TAC 079C RE-BID

MONITORING

\$ _____/Month/Alarm
\$ _____/Month/Cellular Site

PERSONNEL ALARM (Panic Buttons, Portable) MONITORING

\$ _____/Month/PERSONNEL ALARM

MAINTENANCE & REPAIRS

Routine (Completed within two business days of request):

Labor: \$ _____/hour

Parts: Vendor's cost plus _____%

Emergency (Completed within twelve hours of request):

Labor: \$ _____/hour

Parts: Vendor's cost plus _____%

EQUIPMENT

Option 1: \$ _____/month/site

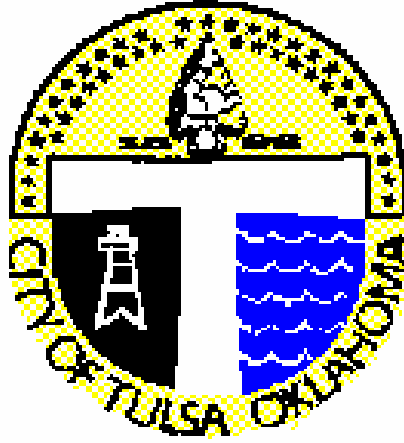
Option 2 \$ _____/control panel \$ _____/punch pad

ALTERNATE:

Fire Monitor

\$ _____Month (items 17, 50, 52 & 53)

Option 1 (only): _____Month



INVITATION FOR SEALED BID

TAC 079C (RE-BID)

Description: MONITOR AND MAINTENANCE OF EXISTING ALARM SYSTEMS

Department: PARK & RECREATION

NIGP Commodity Code(s): 680-02-00-000-0

Total pages including this page is 18
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

you must notify the buyer Laura Blades of your intent to bid by e-mail 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: May 30, 2002

BID NUMBER: TAC 079C (RE-BID)

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: May 13, 2002

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: NONE

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

PRE-BID CONFERENCE (SEE PAGE 11)

***** **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: _____

TAC 079C RE-BID

MONITORING

\$ _____/Month/Alarm
\$ _____/Month/Cellular Site

PERSONNEL ALARM (Panic Buttons, Portable) MONITORING

\$ _____/Month/PERSONNEL ALARM

MAINTENANCE & REPAIRS

Routine (Completed within two business days of request):

Labor: \$ _____/hour

Parts: Vendor's cost plus _____%

Emergency (Completed within twelve hours of request):

Labor: \$ _____/hour

Parts: Vendor's cost plus _____%

EQUIPMENT

Option 1: \$ _____/month/site

Option 2 \$ _____/control panel \$ _____/punch pad

ALTERNATE:

Fire Monitor

\$ _____Month (items 17, 50, 52 & 53)

Option 1 (only): _____Month

TAC 079C RE-BID
MONITOR AND MAINTENANCE OF ALARM SYSTEMS
PARK & RECREATION

INTENT:

It is the intent of this bid to secure, on a competitive basis, a source of supply for furnishing **Monitor and Maintenance of Alarm System** for the Park & Recreation Department.

GENERAL:

All material bid shall be new and of the latest production and design. Warranty and delivery information shall also be provided with the bid proposal.

The intent of these specifications is to set minimum requirements, not to otherwise limit bidding. Inasmuch as some designs of equipment vary among different manufacturers, the City may accept bids on equipment with minor deviations to the written specifications. Generally, a minor deviation is defined as a deviation which does not: (A) Materially affect the ability of the product to achieve or accomplish a necessary function or task in the manner required by the specifications; (B) Compromise the safety of the user thereof; and, (C) Produce higher latent or patent costs to the City in any of a multiplicity of ways. The City of Tulsa specifically reserves the right to make the final judgment concerning what is or is not a minor deviation and to award the bidder(s) whose bid(s) best suit the City's need for the product being purchased.

Any exception to or deviation from the specifications set forth in this bid shall be clearly described in the bidder's proposal.

CONTRACT:

The successful bidder will be required to enter into 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 three (3) one (1) year renewal options with the consent of both parties.

METHOD OF PAYMENT:

Invoices for services rendered shall be sent to:

City of Tulsa
Accounts Payable
200 Civic Center, Room 905D
Tulsa, OK 74103

INDEMNIFICATION OF CITY AGAINST LIABILITY:

The contractor agrees to indemnify and save harmless the City of Tulsa, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnity, from all suits, including attorney's fees and cost of litigation, actions loss, damage, expense, cost of claims, of any character or any nature arising out of the work done in fulfillment of the construction of the improvement under the terms of this contract or on account of any act, claim or amount arising or recovered under Workman's Compensation law, or arising out of the failure of the contractor or those acting under contraction to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnity shall in all instances, except for the loss or damage resulting from the sole negligence of the indemnity, be indemnified against all liability, loss of person or damages to or destruction of property belonging to any person arising, out of or in any way connected with the performance of this contract, regardless of whether or not the liability, loss of damage is caused by, or alleged to be caused in part by the negligence or fault of the indemnity. This contract of indemnity shall be interpreted to require the contractor to indemnify for loss or damage caused by and indemnities negligence or fault so long as the indemnities negligence, gross negligence or fault was to the sole cause of the injury.

The security services shall agree that the security services provided shall be preformed in accordance with the Federal and Oklahoma State Licensing Authority. The security service monitoring facility will be Underwriters Laboratory tested and certified. The security service company further agrees that, all employees that provide services to the City will be licensed in accordance with the State of Oklahoma and successfully pass full Federal, State, and Local back ground checks. The security service company further agrees that upon by the city it will reassign any of its employees, who in the opinion of the City are not satisfactory.

If during the period of this agreement, the security services makes a security survey and makes recommendations to the city for improvement of security conditions, City shall comply with all reasonable recommendations or advise the security service in writing for its reasons for declining to make the changes in accordance with said recommendation.

The contractor will include the provision of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

The security service shall agree that all employees will be trained and licensed in the State of Oklahoma to work on all said security equipment listed by the City.

It is required that any and all security services making a bid for the contract submit an information packet about said agency, including, but not limited to:

- 1) References (Local and National)
- 2) Years in operation
- 3) Oklahoma State License

PRICING:

Prices bid shall be firm for a one-year period. The contract shall be renewable, with the agreement of both parties, for three (3) successive one (1) year periods. Escalation and de-escalation clause shall be in effect for the three (3) 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.

PRE-BID CONFERENCE:

A pre-bid conference will be held Tuesday, May 14, 2002 at 10:00 a.m. at 1710 Newblock Park.

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 the 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 the 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 services 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 times 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.
3. Award to other than Lowest Secure Bidder. When the award is not given to the lowest secure bidder meeting specifications, such award must be approved by the Council and full and complete statement of reasons for placing the order with one other than the lowest secure bidder shall be entered in the minutes of the Council.

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 cost of such compliance will be the sole responsibility of Bidder.

ADDENDA AND INTERPRETATIONS:

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all the bidders. The City of Tulsa is not bounded by any oral representations, clarifications or changes made in written specifications by City of Tulsa employees unless such clarification or change is provided to bidders in written addendum form from the purchasing Division.

BUYER CONTACT:

Laura Blades
Purchasing Division
City of Tulsa
200 Civic Center, Room 802
Tulsa, OK 74103
Phone: (918) 596-7553
Fax: (918) 699-3156 or (918) 596-7560
E-Mail: lblades@ci.tulsa.ok.us

TECHNICAL SPECIFICATIONS

A. GENERAL:

Successful Bidder will maintain an active email address.

Successful Bidder will maintain an up to date database of primary and secondary Departmental pagers to call for each site in the case of an alarm.

B. EXISTING ALARM SYSTEMS ARE AT THE FOLLOWING LOCATIONS:

Although it is intended that all of the following sites be monitored, Tulsa Parks reserves the right to add or delete sites from the list as operational needs change.

SITES GENERAL

- 1. Central Recreation Center
1028 East 8th Street**
- 2. Chamberlain Recreation Center
4940 N. Frankfort Ave.**
- 3. L. C. Clark Recreation Center
11440 E. Admiral Pl.**
- 4. Heller Recreation Center
5328 S. Wheeling Ave.**
- 5. Henthorne Recreation Center
4825 S. Quaker**
- 6. Hicks Recreation Center
3443 S. Mingo Rd.**
- 7. Manion Recreation Center
3003 E. 56th St. N.**
- 8. Mohawk Entry Booth Administration Building
5701 E. 36th St. N.**
- 9. Maxwell Recreation Center
5251 E. Newton St.**
- 10. McClure Recreation Center
7440 E. 7th St.**
- 11. Mohawk Golf Maintenance
4829 E. Mohawk**

12. Owen Recreation Center
560 W. Maybelle Ave.
13. Page Belcher Golf Maintenance
6666 S. Union
14. Woodward Park Conservatory
1370 E. 24th Pl.
15. Woodward Park Maintenance Office
1370 E. 24th Pl.
16. Woodward Park Barn
1370 E. 24th Pl.
17. Tulsa Garden Center
2435 S. Peoria
18. Reed Recreation Center
4233 S. Yukon
19. Turner Recreation Center
3508 E. 5th Pl.
20. Whiteside Recreation Center
4009 S. Pittsburg Ave.
21. Ziegler Recreation Center
3903 W. 4th St.
22. Oxley Nature Center
6700 E. Mohawk Blvd.
23. Redbud Valley Nature Center
16150 N. 161st E. Ave.
24. Newblock Station
1710/1712 W. Charles Page Blvd.
25. Mohawk Station
4508 E. Mohawk Blvd.
26. Garnett Station
5669 S. Garnett
27. Carl Smith Sports Complex
17120 E 21st Street
28. Savage Sports Complex
17210 W. 21st Street
29. B.C. Franklin Recreation Center
1818 E. Virgin St.
30. Lacy Recreation Center
2134 N. Madison Pl.

31. **Springdale Recreation Center**
2223 E. Pine St.
32. **Hall Recreation Center**
3340 N. Delaware Ave.
33. **Hill Recreation Center**
210 E. Latimer Pl.
34. **Mohawk Country Store**
4305 N. Sheridan Ave.
35. **Bales Park**
5801 S. Fulton
36. **Tulsa Zoo, Administration Building & Museum Storage**
5701 E. 36th St. N.
37. **Tulsa Zoo, Chimpanzee Building**
5701 E. 36th St. N.
38. **Tulsa Zoo, TARF**
5701 E. 36th St. N.
39. **Tulsa Zoo, Zoo Friends Office**
5701 E. 36th St. N.
40. **Tulsa Zoo, Spotted Frog Gift Shop**
5701 E. 36th St. N.
41. **Tulsa Zoo, Admission Ticket Booth**
5701 E. 36th St. N.
42. **Tulsa Zoo, Security Office/Gift Shop**
5701 E. 36th St. N.
43. **Tulsa Zoo, Veterinary Clinic**
5701 E. 36th St. N.
44. **Tulsa Zoo, Elephant Encounter & Holding Area**
5701 E. 36th St. N.
45. **Tulsa Zoo, Commissary**
5701 E. 36th St. N.
46. **Tulsa Zoo, Safari Grill**
5701 E. 36th St. N.
47. **Tulsa Zoo, Exhibit Building**
5701 E. 36th St. N.
48. **Tulsa Zoo, Small Animal Reserve Building**
5701 E. 36th St. N.
49. **Tulsa Zoo, Tortoise Exhibit**
5701 E. 36th St. N.

50. **Tulsa Zoo, Helmerich Discovery Center
5701 E. 36th St. N.**
51. **NALM
5701 E. 36th St. N.**
52. **Tulsa Zoo African Barn (Fire Only)
5701 E. 36th St. N.**
53. **Tulsa Zoo, Animal Kingdom (Fire Only)
5701 E. 36th St. N.**

C. MONITORING TO FURNISH THE FOLLOWING:

1. **Opening and closing Signals**
2. **Zoned by sensor to include:**
 - a. **Doors**
 - b. **Motion Detectors**
 - c. **Furnish weekly activity reports
(computer print outs to include all activity on that
alarm for that week)**
 - d. **System should indicate low battery at the central
station**
 - e. **System will cover 24 hours per day**
 - f. **Personnel alarms at designated locations (panic
buttons, portable)**
 - g. **Glass breaks**
3. **Adequate emergency power supply to maintain central
station for 72 hours.**

D. PROVIDE MAINTENANCE AS FOLLOWS:

It is intended that maintenance of Tulsa Parks owned equipment be done in-house. The following bids are solicited for occasional assistance.

4. **Provide on site repairs as ordered by Departmental
Representative.**
5. **Maintain adequate parts inventory at central station.
NOTE: Exclude cellular parts.**
6. **Provide adequate trained and Oklahoma State Licensed
personnel to perform required repairs.**

E. **PROVIDE EQUIPMENT AS FOLLOWS:**

Successful Bidder will utilize equipment currently existing at each site to the extent possible. The following will be paid by Tulsa Parks to the successful Bidder to provide and install whatever equipment may be required to make each system compatible with the successful Bidder's monitoring equipment and technology:

Option 1. Lease (Vendor owns and maintains control panel and punch pads. No installation fee will be paid on Option 1)

Option 2. Purchase (Tulsa Parks owns and maintains control panel and punch pads. The following will be paid to the vender for purchase and installation.)

F. **PROVIDE AND MONITOR PORTABLE PERSONNEL ALARMS (PANIC BUTTONS)**