



## INVITATION FOR SEALED BID

**TAC 481A**

**Description: SECURITY SERVICE**

**Department: MAXWELL CONVENTION CENTER**

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

**Total pages including this page is 17**

**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 : <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.**

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**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.**



## 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.

## INTEREST AFFIDAVIT



# 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 481A

<u>ITEM</u>	<u>QTY.</u>	<u>DESCRIPTION</u>	<u>HOURLY CHARGE</u>	<u>TOTAL WEEKLY CHARGE</u>
1.	56 Hours	Guard Service	\$ _____	\$ _____
2.	40 Hours	Supervisor	\$ _____	\$ _____
<b>GRAND TOTAL:</b>				\$ _____

**TAC 481A**  
**SECURITY SERVICE**  
**MAXWELL CONVENTION CENTER**

**INTENT:**

To secure a source to supply **Security Guard Service** for the City of Tulsa's Convention Center for a one (1) year period with two (2) one (1) year renewal options.

**GENERAL:**

Bidders are to bid an hourly rate charge for security guard service.

**BID DEPOSIT:**

Bids are to be accompanied by a bid bond, cashier's check or certified check in the amount of **\$1,000.00**.

**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 and post a performance bond in the amount of **\$1,000.00**.

**METHOD OF PAYMENT:**

Monthly invoices for services rendered shall be sent to the Tulsa Convention Center, Attention Business Manager, 100 Civic Center, Tulsa, OK 74103.

**SPECIFICATIONS:**

1. The Security Service shall have an established business record of at least five **(5)** years in the City of Tulsa, State of Oklahoma.

2. Security service shall furnish properly uniformed guards to perform building security guard services at the premises of the Tulsa Convention Center, a property owned by the City of Tulsa. The minimum services under this contract shall consist of one (1) unarmed guard, for no more than sixteen (16) hours a day, six (6) days per week (a total of not more than ninety-six (96) hours per week). This schedule is subject to change at any time upon the Convention Center's request. Additional guards will be supplied as requested by the management of the Tulsa Convention Center at the basic hourly rate.
3. The security service will ensure a professional, reliable and efficient effort to protect the City's property and personnel against security hazards.
4. The security service shall accept liability for any and all acts of negligence on the part of any of its employees in the performance of his or her duties.
5. The City agrees not to employ any of the security service's personnel for a period of one (1) year from the date of their termination of employment with the security service, without the written consent of the Security Service.
6. 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.
7. The security service shall agree that the security services provided shall be performed in accordance with accepted security practices and standards. The security service further agrees that, upon request by the management of the Tulsa Convention Center, it will reassign any of its employees, who in the sole opinion of the Convention Center, are not satisfactory.
8. The security service shall agree to indemnify and hold harmless the City from all losses, claims, damages, expenses or liabilities which may be incurred by the City to the extent that said losses, claims, damages, expenses or liabilities are a result of the negligence of the security service, its servants or agents, while engaged in the services contemplated.
9. If during the period of this agreement, the security service makes a security survey and makes recommendations to the City for improvement of security conditions, the City shall comply with all reasonable recommendations or advise the security service in writing the reason for declining to make the changes recommended.

10. The security service agrees that, unless necessitated by emergency circumstances, any one guard will not work more than eight (8) hours in any twenty-four (24) hour period and that no guard will work more than eight (8) consecutive hours.
11. The security service shall agree to provide one supervisory level guard who will be the basic on-site security supervisor and that said guard will work one of the regular forty (40) hour per week work shifts.
12. The security service shall agree to provide a minimum of twenty-four (24) hours of training time with the post supervisor before a new guard assumes a shift. Said training shall include personal introductions to Convention Center management and event staff personnel. The security service shall also agree to have the post supervisor present during the new guard's first shift assignment.
13. The security service shall agree that all guards will be trained by the post supervisor in the efficient and competent operation of radio and telephone communications equipment before assuming a shift.
14. The security service shall agree that no guard assigned to the Tulsa Convention Center shall be compensated at an hourly rate less than the sum of the current Federal Minimum Wage plus one dollar and fifty cents (\$1.50).
15. 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:

References (local and National)

Years in operation

Cost per hour for the service

Experience working in Public Assembly Facilities

Other information relevant to this particular application

16. Either party may terminate the agreement by giving sixty (60) days written notice to the other party.
17. This notice shall be certified mail, return receipt requested to the proper Tulsa office.

18. The successful bidder shall furnish and maintain in acceptable condition, including weekly cleaning, at no cost to contractor's Security Guard employees, all items of uniform and equipment necessary to perform the work required. During all times when the building is open to the general public, the uniform for all security guards will be a soft Blazer apparel. This uniform shall consist of a Navy Blue Blazer with the Tulsa Convention Center Logo on the pocket, white dress shirt, black necktie, black leather belt, and slacks of an appropriate color to compliment the Navy Blue Blazer. During times when the facility is closed, standard military-style uniforms of a design and style consistent with the contractor's company/corporate image will be acceptable.

**NOTE: No security guard shall enter on duty without wearing the proper uniform.**

#### **QUALIFICATIONS OF PERSONNEL:**

1. To be eligible to perform under this contract each contract employee must meet the education, experience and Citizenship requirements listed below.
2. Each contract employee must possess a verified High School Diploma, or equivalency and two (2) years experience in the Security Industry demonstrating,
  - a. The ability to meet and deal with the general public.
  - b. The ability to understand and read and write the English Language.
  - c. The ability to understand and apply various rules and regulations of a complex nature.
  - d. Possession of a State of Oklahoma (CLEET) Guard Certification.

In lieu of item two (2) in this section, the contract security guard may substitute:

- a. Two (2) years of education at a residence school above the high school level, or
  - b. Any combination of education above the high school level and experience totaling two (2) years, or
  - c. Any type of Military Service which may be credited toward meeting the above requirements.
3. All security guards must be a minimum of twenty-one (21) years of age.

4. Each contract security guard shall be a citizen of the **United States of America**, or an alien who has been lawfully admitted for permanent residence, as evidenced by alien registration receipt card Form 1-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his or her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

**EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:**

A. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employees or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (2) The contractor, in all solicitations or advertisements for employment placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- (3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. The contractor will include the provision of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**INSURANCE**

The contractor, performing as an independent contractor hereunder shall be fully responsible for providing workman’s compensation and general liability coverage as follows:

<b><u>TYPE OF COVERAGE</u></b>	<b><u>LIMITS OF LIABILITY (MINIMUM</u></b>
Workman’s compensation comprehensive general liability	Statutory
Bodily Injury	\$175,000 for one person injured in any accident.
Bodily Injury	\$1,000,000 for two or more persons injured as the result of any single accident.
Property Damage	\$1,000,000. Each claimant.

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

The contractor must provide a certificate of insurance reflecting compliance with the above insurance requirements within ten **(10)** calendar days after bidders receipt of written notification of award and prior to starting 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 by (name of security service), and must be notified thirty (30) days in advance of insurance cancellation or termination.”***

Certificate of insurance must include:

- Name and address of insurance company. (The insurance company must be licensed to transact business in the State of Oklahoma)
- Policy number; and,
- Liability coverage and amounts.

**PRICING:**

Prices bid shall be firm for a one year period.

### **PRICE ADJUSTMENT:**

In the event the bidder cannot maintain firm prices for the full three (3) year contract period, the bid shall state in detail the formula upon which escalation or de-escalation of prices will be based. The formula proposed shall be objective and capable of measurement.

In the event of price adjustment, the successful bidder shall notify the **Convention Center Business Manager** in writing by no later than January 7 of each contract period of such price adjustments.

### **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 bound by any oral representations, clarifications or changes made in the written specifications by City of Tulsa employees unless such clarification or change is provided to bidders in written addendum form from the Purchasing Division.

### **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.

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

A pre-bid conference will be held in the Tulsa Convention Center Executive Conference Room adjacent to the Administrative Offices, 100 Civic Center, Tulsa, Oklahoma, 74103, on Monday, July 15, 2002 at 10:00 a.m. The bid terms, conditions and scope will be reviewed, discussed and opened for discussions. Upon request by potential bidders, tours of the Convention Center facilities may be arranged at that time.

#### **BIDDER'S AFFIDAVIT:**

Each bidder shall accompany their bid with a fully executed and notarized copy of the attached **Non-Collusion Affidavit** and the **Interest Affidavit**. Failure to do so may be cause for rejection of the bid.

## **"BIDDERS QUESTIONNAIRE"**

Bidders must complete the following questionnaire. Failure to comply may result in rejection of your bid.

1. How much management turnover has there been in the past year?

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2. How many Security Guard turnovers have there been in the last year?

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3. How many Security Guard Supervisor turnovers have there been in the last year?

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