



INVITATION FOR SEALED BID

TAC 184C

Description: SECURITY SERVICE

Department: PERFORMING ARTS CENTER

NIGP Commodity Code(s): 964-80-00-000-0

Total pages including this page is 16

NOTE: FAXED BIDS 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 : <http://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.

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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.

**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 184C

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 14, 2002

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: \$1,000.00

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

Mandatory Pre-Bid Conference (see page 14)

***** **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 184C

| <u>ITEM</u> | <u>QTY.</u> | <u>DESCRIPTION</u> | <u>HOURLY CHARGE</u> | <u>TOTAL WEEKLY CHARGE</u> |
|--------------|-------------|--------------------|----------------------|----------------------------|
| 1. | 128 Hours | Guard Service | \$ _____ | \$ _____ |
| 2. | 40 Hours | Supervisor | \$ _____ | \$ _____ |
| GRAND TOTAL: | | | | \$ _____ |

TAC 184C

SECURITY SERVICE

PERFORMING ARTS CENTER

INTENT:

To secure a source to supply **Security Guard Service** for the City of Tulsa Performing Arts 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 Performing Arts Center, Attention Accountant, 110 East 2nd Street, 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 security services at the premises of the Tulsa Performing Arts Center, a property owned by the City of Tulsa. The minimum services under this contract shall consist of one (1) uniformed, unarmed guard, for no more than twenty-four (24) hours a day, seven (7) days a week (a total of not more than one hundred sixty-eight (168) hours per week). Additional guards will be supplied as requested by the management of the Tulsa Performing Arts 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 city it will reassign any of its employees, who in the opinion of the City 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 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 declining to make the changes in accordance with said recommendations.
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 for a new guard before the new guard assumes a shift. 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, pager and telephone communications equipment before assuming a shift.
14. The security service shall agree that no guard assigned to the PAC shall be compensated at an hourly rate less than the sum of the then current Federal Minimum Wage plus two (2) dollars and shall be provided health insurance coverage.
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

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.

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:

| <u>TYPE OF COVERAGE</u> | <u>LIMITS OF LIABILITY (MINIMUM)</u> |
|--------------------------------------------------------|-----------------------------------------------------------------------------------|
| Workman’s compensation comprehensive general liability | Statutory |
| Bodily Injury | \$100,000 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 under TAC 184C, and must be notified thirty (30) days in advance of insurance cancellation or termination.”*** Certification 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.

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 Performing Arts Center, 101 E. 3rd Street Lobby on Thursday, May 16, 2002 at 10:00 a.m. The bid terms, conditions and scope will be reviewed, discussed and opened for questions.

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.

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 30 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.

"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?

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

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