



INVITATION FOR SEALED BID

TAC 515A

Description: SECURITY SERVICE

Department: PARK & RECREATION

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

Total pages including this page is 15

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

Table of Contents		2
Invitation for Sealed Bid	(Note #1)	3
General Terms and Conditions		4
Interest Affidavit	(Note #2)	5
Bidder Affidavit	(Note #2)	6
Contractor Information Sheet		7
Summary Price Sheet		8
Specifications		9-15

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 10, 2002

BID NUMBER: TAC 515A

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: September 23, 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

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 _____, 19_____.

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 515A

OPEN AND CLOSE OUT BUILDINGS

Unit Cost \$ _____ per lock/per visit/per month

Current Locations:

Woodward Park (close restrooms only, at curfew)
Hunter Park (open and close front gate and restrooms per curfew)
Archer Park (close restrooms only at department established time)

OPTION:

Cost for additional locations _____ per lock/per visit (may involve intermittent periods of time)

TAC #515A
SECURITY SERVICE
CITY OF TULSA

INTENT:

It is the intent of this bid to secure, on a competitive basis, a source of supply for furnishing **Security Service** for the City of Tulsa.

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 indemnitee, 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 Workmen's Compensation law, or arising out of the failure of the Contractor or those acting under Contract to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnitee shall in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, 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 indemnitee. This contract of indemnitee shall be interpreted to require the Contractor to indemnify for loss or damage caused by an indemnities negligence or fault so long as the indemnities negligence, gross negligence or fault was the sole cause of the injury.

The security service shall agree that the security services provided shall be performed in accordance with the 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.

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.

INSURANCE:

Contractor, performing as an independent Contractor hereunder shall be fully responsible for providing Workmen’s Compensation and General Liability coverage as follows:

<u>Type of Coverage</u>	<u>Limits of Liability (Minimum)</u>
Workmen’s Compensation:	
Comprehensive General Liability	Statutory
Bodily Injury	\$100,000 Each person per occurrence
Bodily Injury	\$1,000,000 Each occurrence
Property Damage	\$25,000 Each claimant
Fidelity	\$10,000 Each claimant

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

Contractor must provide a certificate of insurance within ten (10) calendar days after 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 Contract TAC #515 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.

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.

The security service shall agree that all guards will be trained in the efficient and competent operation of radio, pager and telephone communications equipment before assuming a shift.

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) Other information relevant to this particular application

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.

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.

The City reserves the right to reject any or all bids; to waive any or all formalities in connection therewith, and does not bind itself to accept the lowest bid or any proposal for the work or any part thereof; and, shall have the right to ask for new bids.

No bidder may withdraw his bid within sixty (60) days after actual date of the opening thereof.

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.
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 a 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 costs 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 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.

TERMINATION OF CONTRACT:

The City of Tulsa may by written notice terminate the contract if the contractor refuses or fails to comply with the provisions of this contract. Termination shall be effective 90 days from notification. Contractor can terminate with 90 days notice. If contract is cancelled, the City reserves the option to award to second low bidder within first year of contract.

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@citulsa.ok.us**

SECURITY CONTRACT SPECIFICATIONS

Services

Services consist of unlocking and locking gates or doors with outside access (primarily outdoor rest room facilities) as described below.

Upon unlocking a facility:

Upon unlocking a facility, the successful bidder's representative will do a brief survey of the site for reportable conditions and report them as required by the "Reportable Conditions" section below. If, in the opinion of the successful bidder's representative, the facility is unusable, the facility will be left locked and a Tulsa Parks representative will be notified immediately.

Upon locking a facility:

Each affected space will be surveyed to insure that there are no people inside. Anyone remaining inside will be notified that the facility is closed and asked to leave. If any person is inside the facility and refuses to leave, the successful bidder's representative will request assistance from Tulsa Police Department.

Reportable Conditions

The following discrepancies will be reported to a representative of Tulsa Parks immediately:

- Overflowing water closets, urinals, lavatories or stopped up drains
- Hardware or lock discrepancies which prevent a door from being locked or unlocked
- Major vandalism

The following discrepancies will be reported to a representative of Tulsa Parks the same business day (or, if discovered after hours, the next business day):

- Minor vandalism (including graffiti)
- Unclean or unsanitary conditions

Tulsa Parks Representatives

During normal business hours

Primary:	Ric Brown Office 596-2496 Cell 830-8517
Secondary:	Customer Service Office 596-2420
After hours:	Duty Exempt Supervisor Pager 646-0157

Unit Cost

Bids will be accepted for a per lock/per visit/per month cost based on one lock/unlock cycle daily with a guaranteed minimum of two locks per site.

Locations

Woodward Park (close restrooms only, at curfew)

Hunter Park (open and close front gate and restrooms per curfew)

Archer Park (close restrooms only at department established time)

Option:

Additional locations if needed