



INVITATION FOR SEALED BID

TAC 279B

**Description: SECURITY SERVICES
Department: GILCREASE MUSEUM**

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

Total pages including this page is 17

NOTE: FAXING OF BID WILL NOT BE ACCEPTED

**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 addendum. The buyer
will always acknowledge your e-mail for your records. All addendum
will , also, 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 24, 2001

BID NUMBER: TAC 279B

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 15, 16, 17, 18, 21, 2001

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

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 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, NOTORIZED, 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

**This document 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 _____

Price Sheet Summary

Vendor Name: _____ Signature: _____
Date: _____

TAC 279B

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>HOURLY CHARGE/PER GUARD</u> |
|-------------|--------------------|--------------------------------|
| 1. | Guard Service | \$ _____ Unarmed |
| | | \$ _____ Armed |
| | | \$ _____ Supervisor (armed) |

TAC 279B SECURITY SERVICES GILCREASE MUSEUM

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, Thomas Gilcrease Museum.

GENERAL:

Bidders are to bid an hourly rate charge for Security Guard Service. The Guard Service will consist of twenty-four (24) hour coverage of the Museum. The day shift will consist of six (6) Unarmed Guards and one (1) Security Equipment Technician, plus one (1) Armed Guard Supervisor. The evening shift will consist of two (2) Unarmed Guards. The graveyard shift will consist of two (2) Armed Guards. The Guard Service will also furnish four (4) unarmed Guards up to four (4) times a week to provide Security for special events, and for which special events the Guards will be paid a minimum of (4) hours per event or the actual time worked, which ever is greater. The successful bidder will agree to pay the special event Guards at the same basic rate as the unarmed guards. **The City of Tulsa will not pay overtime.** Each of the three shifts will consist of an eight (8) hour tour of duty. The first shift from 0100 Hrs. to 0900 Hrs. The second shift from 0900 Hrs. to 1700 Hrs. The third shift from 1700 Hrs. to 0100 Hrs.

CONTRACT:

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

METHOD OF PAYMENT:

Monthly invoices for services rendered shall be sent to the Thomas Gilcrease Museum in care of the Facilities Security Coordinators Office, 1400 Gilcrease Museum Road, Tulsa, Oklahoma 74127.

SPECIFICATIONS

1. The Security Service shall have an established business record in the City of Tulsa, State of Oklahoma.
2. The ultimate contractor shall furnish and maintain in acceptable condition, including weekly cleaning at no cost to contractors guard employees, all items of uniform and equipment necessary to perform work required.

The day shift (shift 2) uniform for both guards and supervisor, and special event guards will be a soft blazer apparel, consisting of the following items and quantity.

| Items | Quantity |
|--|----------|
| A. <i>Navy blue blazer with Museum emblem.</i> | 2 |
| B. <i>White dress shirt.</i> | 3 |
| C. <i>Necktie (standardized) matching.</i> | 2 |
| D. <i>Leather belt. (black).</i> | 1 |
| E. <i>Grey or Navy Blue slacks.</i> | 3 |

The two uniform shifts shall be provided two (2) complete sets of the contractor's standard military style uniforms. Including shirt badge and name tag displaying the guard's full name. The uniform will also display the Museums emblem in the form of a shoulder patch. Due to the climate control temperature of the Museum the contractor will also provide each uniformed guard with a **winter uniform jacket**.

In addition to the above uniforms, the contractor will provide at no cost to the armed guard employee, an appropriate side arm, holster belt, ammunition holder and ammunition, hand cuffs and key, and hand cuff case.

Note: No guard shall enter on duty without having in his/her possession the appropriate CLEET guard license and proper uniform.

3. **Personal Qualifications.** To be able to perform under this contract each contract employee must meet the education, experience and citizenship requirements listed below.

- A. Each contract employee must possess a verified High School diploma or GED.
- B. Have the ability to meet and deal with the general public.
- C. Have the ability to understand and read and write the English language.
- D. Have the ability to understand and apply various rules and regulations of a complex nature.
- E. All contract guards must be a minimum of twenty-one (21) years of age.
- F. Each contract 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 their immigration status. Acceptable evidence shall consist of a ***birth certificate*** or ***appropriate naturalization papers***.
- G. All guards assigned to work at Gilcrease Museum under this contract must be physically able to perform all general patrol duties, functions and activities, as described in the ***Americans with Disabilities Act***, (ADA).

4. **Contractor Agreement**

- A. If a particular shift is worked by a contract guard whereby service provided is determined by Gilcrease management to be unsatisfactory, the Security Service shall credit the Museum the entire cost of said shift.
- B. Gilcrease management may also request the contractor to immediately remove any employee from the Museum, should it be determined that said employee is disqualified for either suitability or who is found to be unfit for performing guard duties during their shift.
- C. 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 their duties.
- D. All guards shall be employees of the Security Service and the Security Service shall pay all salaries and all Social Security taxes, Federal and State unemployment insurance and any similar taxes relating to such employees.

- E. 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.
- F. The Security Service shall agree that all guards will be trained by the guard supervisor in the efficient and competent operation of radio, pager and telephone communications equipment before assuming a shift.

5. Misconduct

- A. Neglect of duty, including sleeping while on duty. Unreasonable delays or failure to carry out assigned tasks. Conducting personal affairs during official time. Refusing to render assistance or cooperation upholding the integrity of the Security program of Gilcrease Museum.
- B. Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- C. Disorderly conduct. Use of abusive or offensive language. Quarreling. Intimidation by words or actions, or fighting. Also participation in any disruptive activities which interfere with normal and efficient operations of the Museum.
- D. Theft, vandalism or any other criminal activity.
- E. Selling, consuming or being under the influence of intoxicants, drugs or substances which produce similar effects.
- F. Unethical or improper use of official authority or credentials.
- G. Unauthorized use of communication equipment or other city property.
- H. Misuse of weapons.
- I. Violations of security procedures or regulations.
- J. Recurring tardiness.

INSURANCE:

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

| Type of coverage | Limits of liability (minimum) |
|---|---|
| Workmen’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 | \$25,000 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. (Other than the contractors worker compensation coverage.) To read as follows:

The City of Tulsa, a municipal corporation, is an additional insured for work performed under contract number **TAC 279B**, and must be notified thirty (30) days in advance of insurance cancellation or termination. Certificaion 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.

The Security Service shall agree to indemnify and hold harmless the City of Tulsa 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 the result of the negligence of the Security Service, its servants or agents, while engaged in the services contemplated.

COMPENSATION:

The Security Service shall agree that no guard assigned to Gilcrease Museum will be compensated at an hourly rate less than the sum of the current Federal minimum wage, ***plus \$2.40 for the unarmed guards. \$3.40 for the armed guards and \$4.70 for the armed guard supervisor. Plus \$3.75 for the Security Technician position.***

The Security Service shall agree to retain the current Gilcrease Museum Security staff, providing the guard employee is able to meet the Contractors employment qualifications. The Security Service shall also agree to recognize the guard employees' current tenure for the purpose of seniority and figuring vacation; i.e., after one full year of employment at Gilcrease Museum, the guard beginning their second year is eligible for one week paid vacation. After the second full year of employment, the guard beginning their third year is eligible for two weeks paid vacation. For the purpose of figuring seniority and vacation the Security Service shall assume that all full time guards are in their third year of employment.

The Security Service shall agree to compensate the guard employee at the rate of time and a half for the following seven City recognized Holidays. Christmas Day, New Years Day, Martin Luther King, Jr. Day, Memorial Day, Fourth of July, Labor Day and Thanksgiving Day. The City of Tulsa will not pay overtime, therefore the Holiday pay shall be factored into the contractors billing rate.

The Security Service shall also agree to provide at no cost to the guard employee a Major Medical Health Insurance Plan, and will assume that each full time guard (32 hours, or more per week) will participate in the plan. Currently there are fourteen (14) guards eligible for this insurance. The bidding Security Services shall also submit an insurance plan summary outlining the plans benefits. The different plan benefits will be compared and will be a major consideration when making the decision to award. See Agency Information Packet below, Section D.

AGENCY INFORMATION PACKET:

It shall be required that any and all Security Services making a Bid for the Gilcrease Museum Security Contract, submit an information packet about the agency, including, but not limited to:

- A. References (Local and National).
- B. Years in operation.
- C. Cost per hour for the service.
- D. Detailed information about any Company benefits, 401K, Profit sharing, Health Insurance, etc.

PRICING:

Prices bid shall be firm for a one year period.

PRICE ADJUSTMENT:

The term of this contract is for one year with four one year renewal options. In the event the bidder cannot maintain firm prices in the second year of the contract, 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 City of Tulsa in writing within sixty (60) days prior to expiration of each contract period of such price adjustments.

BID BOND:

A Certified or Cashier's Check or Bidder's Surety Bond, in the sum of \$1,000.00 will be required from each bidder to be retained as liquidated damages in the event the successful bidder fails, neglects or refuses to enter into said contract, and furnish the necessary bonds, insurance certificates, etc. as specified, within ten (10) days from and after the date the contract document is received from the City of Tulsa Legal Department.

PERFORMANCE BOND:

A Performance Bond in the amount of \$1,000.00 will be required at the time of contract signing, as well as proof of any insurance documents required herein.

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.

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.

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
E-Mail: lblades@ci.tulsa.ok.us

METHOD OF AWARD:

Award will be based on an average of the three pay scales and lowest secure bidder will be selected.