



**Invitation For Bid TAC052F
Security Services
Asset Management
Issued: February 25, 2021**

**City of Tulsa,
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Issued March 25, 2021

Addendum #1

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. **This addendum must be listed as Addendum #1 on Form #6** of the bid package as verification that you have received and are aware of the information contained herein.

CHANGES/QUESTIONS/CLARIFICATION:

QUESTIONS/CLARIFICATION:

1. Question: In Section 4 of the Purchase Agreement which states that “City in its sole discretion may offer the Seller an opportunity to renew this Agreement...” Is renewal contingent on mutual agreement of the parties or decided in the sole discretion of the City?
Response: Renewal is contingent on mutual agreement of the parties; however, the offer to renew is at sole discretion of the City.
2. Question: Section 15 of the Purchase Agreement addresses price changes. Does the City expect that the wages and pricing to be quoted on Exhibit A will apply throughout the maximum five (5)- year contract term?
Response: No, The City does not expect that the original pricing will apply through all renewal. The City expects the Mark Up Percentage to remain the same.
3. Question: In the event of an increase in wages, through legislative, statutory or other mandates, how and when will wage and mark-up increases be addressed?
Response: The Mark Up Percentage must remain the same. The Security Officer pay rate may change by amendment.
4. Question: Will the Supplier also be permitted to raise wage and/or mark-up rates when and as needed to recoup increases in the following costs that are outside of the Seller’s control: Federal, state or local taxes, levies, or required withholdings; costs under collective bargaining agreements; minimum, prevailing and living wage rates and other statutory requirements, such as legally mandated sick leave costs; and medical and other benefit costs?
Response: The Oklahoma State Constitution prohibits forming agreements which produce unforeseen expense. Officer pay rates may be re-evaluated and changed by amendment as part of an annual planning process; the Mark-up Rate cannot be changed.
5. Question: Our company stands behind our security services and regularly accepts the obligation to indemnify clients for the comparative portion of any losses, costs or damages that are caused by the negligent acts or omissions of our personnel in the performance of security services under client agreements. Can the provisions be revised, . . . , to reflect those parameters?
Response: We do not believe that the provision should be changed.
6. Question: We note the insurance requirements in Section 4 of the Special Requirements. Our company carries Auto Liability coverage as a standalone policy. Our Commercial General Liability coverage covers personal injury and property damage but does not provide per person limits. Can the insurance requirements be satisfied by Automobile Liability insurance in the amount of \$2 million each accident and Commercial General Liability insurance in the amount



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\$5 million each occurrence?

Response: No, insurance coverages may not be substituted.

7. Question: Standards of Performance Section A.6 states that “certain positions may require the Security Officer to pass an annual physical examination.” We understand that the Americans with Disabilities Act imposes significant restrictions on an employer’s ability to perform a physical exam on an incumbent employee. Per EEOC Enforcement Guidance 915.002 (07/27/00), a physical exam may be conducted on an incumbent employee only when the employer has reason to believe, based on objective evidence, that the officer’s ability to perform essential job functions may be impaired due to a medical condition and/or the officer may pose a direct threat due to a medical condition. The Enforcement Guidance does state that the foregoing standard may require an armed security officer to undergo a physical exam under certain circumstance. Can the cited specification be revised to insert the phrase “To the extent permitted by law” at the beginning to Section A.6?

Response: No, the specification will not be revised. The language used in our document does not pose ADA compliance violations within the context used and processes followed.

8. Question: We assume that the Contractor’s compliance with the fitness standards set forth in Standards of Performance Section A.7 is intended to be in accordance with applicable law, including the Americans with Disabilities Act. Can Section A.7 be revised as follows to achieve compliance with applicable law?

Response: No, the requirement will not be revised. The language used in our document does not pose ADA compliance violations within the context used and processes followed.

9. Question: Does the current guard force meet the physical fitness standards?

Response: Yes

10. Question: Will the fitness test be required for incumbent guards or just those newly hired?

Response: The fitness test is required for newly hired officers only.

11. Question: Is the fitness test only required at time of hire or annually?

Response: The frequency of fitness testing is at bidder’s discretion. The ability to perform as required by this agreement may be tested indiscriminately.

12. Question: As weapons and equipment can be a significant cost factor, and cost is a significant factor in determining award, will the incumbent be required to include costs for new weapons as other vendors will be required to do?

Response: Include all ancillary costs in the markup bid.

13. Question: We note the requirement in Standards of Performance Section B.2 that personnel assigned to the City contract possess no criminal record. We assume that standard is intended to comply with Title VII of the Federal Civil Rights Act of 1964 which prohibits employment discrimination. In interpreting Title VII, EEOC Enforcement Guidance 915.002 (4/25/12) prohibits such a blanket exclusion. The Guidance requires assessment of the facts and circumstances of a conviction to determine whether it truly renders a person unsuitable for the position for which he or she is intended. Can the requirement be changed to achieve compliance with applicable law?

Response: No, the language of the Title VII, EEOC Enforcement Guidance 915.002 provides several contingencies which have been interpreted to favor use given the circumstances of this service.



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14. Question: Rate Table on page 27 of 27 your request is being made for bidders to provide pricing “with Benefits” and “with No Benefits”. For Benefits what are you requesting bidders to include: health insurance, vacation, holidays?

Response: Provide the benefits package per Specification Paragraph M Page 21 of 27.

15. Question: For the Security Site Supervisor – we have noted the job description and essential tasks. It appears this position is the designated Site Lead and/or manager over the entire City of Tulsa security program. Is this correct?

Response: Yes, they are intended to oversee on site operations.

16. Question: Will this Site Supervisor be required to work a post in addition to their supervisory role?

Response: No, they are not dedicated to any one post.

17. Question: Can you provide us with a list of all the equipment that is to be provided by vendor for this job; weapons, radio’s, cell phones, electronic reporting equipment, vehicles, golf carts, etc...?

Response: Uniforms and clothing per Specifications Paragraph Q on page 21 of 27 and weapons, ammunition, and duty gear per Specifications Paragraph K page 20 or 27. The City provides, radios, vehicles, phones where appropriate, computer or workstations.

18. Question: How many weapons are deployed and required for each post?

Response: The number of weapons deployed may fluctuate based on Officer Assignment, refer to Officer Assignment Table on page 18 of 27 to determine the armed posts and officers needed to provide appropriate coverage.

19. Question: Please provide the current pay rates and bill rates by position

Response:

Pay Rate	Bill Rate	OT Rate	Ins. Rate	Ins. OT Rate
\$11.00	\$15.56	\$21.78	\$16.65	\$23.31
\$11.25	\$15.91	\$22.27	\$17.00	\$23.80
\$13.00	\$18.28	\$25.59	\$19.37	\$27.12
\$13.50	\$18.97	\$26.56	\$20.06	\$28.09
\$15.00	\$21.02	\$29.43	\$22.11	\$30.96
\$18.00	\$25.13	\$35.18	\$26.22	\$36.71

20. Question: Please provide the training hours requirements.

Response: Training requirements are in Specification paragraphs A through Q more specifically in paragraph J and K.

21. Question: Item J under Specifications states, “The Seller also agrees to have a post supervisor present at the Seller’s cost during the new officer’s first shift assignment.” Does the training need to be for the full shift?

Response: Yes

22. Question: Will you associate locations in the Office Assignments Table with addresses indicate any grouping of the sites that are together? What locations are considered in the City-wide patrol and City Medical?

Response: We have created a table of addresses and grouped location labels by address.



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Location Label	Description
OTC Access Control/Badging/ID Officer, OTC Communications, OTC Post, OTC Public Entrance, OTC Rover	City Hall 175 E. 2nd St
City Medical Facility	1638 S. Main St
Downtown Public Safety Ambassador	Within the Inner Dispersal Loop (IDL) surrounding downtown Tulsa. Borders are Highway 75 on the East, I-244 on the North and West, and Highway 51 or 64 on the south.
Municipal Court Family Safety Center	600 Civic Center
Engineering Services	2317 S. Jackson Ave
Green Waste Site	2100 N. 145th E. Ave
A.B. Jewell WTP	18707 E. 21st St
Mohawk WTP	3600 Mohawk Blvd
Northside WWTP	5665 N. 105th E. Ave
SOM	4235 N. 93rd E. Ave
Southside WWTP	5302 S. Elwood Ave
SWLM	4502 S. Galveston Ave.
Mohawk Park	7100 E. Port Rd
Parks Seasonal, McClure Pool	7440 E. 7th St
Whiteside Pool	4009 S. Pittsburg Ave
Reed Pool	4233 S. Yukon Ave
Lacy Pool	2134 N. Madison Pl
Berry Pool	5002 N. Wheeling Ave
City Wide Patrol City Wide Site Supervisor	Including but not limited to all City of Tulsa properties and rights of way and sometimes other public and private properties.
Litter Abatement Crew Leader	
Other Posts as Required	

23. Question: Please clarify what weapons are required, which officers will use identified weapons and where weapons will be used.

Response: Weapons are described in item K and include pistols, batons, Tasers and Shotguns. Which officers carry weapons and where the weapons are carried is determined by the officer's class title and assignment.

There are currently 20 Taser certified officers on staff and are stationed at posts that deal with a lot of citizens or are on patrol and dispatched to remote locations with a possibility of encountering subjects in violation of facility or property rules.

There are currently 3 shotgun certified officers on staff and there are no shotguns assigned or issued.



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24. Question: How often has the \$75 per hour charge mentioned in Item I under Specifications been imposed?

Response: The \$75.00 penalty has not been levied within the past seven years.

25. Question: Should the 24-hour course fee referred to in Item A. 10 under Standards of Performance be considered part of the mark up or a separate fee?

Response: The fee is considered as part of the Mark Up Percentage.

26. Question: Requirements in Essential Tasks for Officers imply that armed officer must have 3 years' experience. is that correct?

Response: Yes

27. Question: Does armed police or military experience satisfy the requirement?

Response: Yes

28. Question: Please provide additional information regarding assignments to parks.

Response:

Mohawk Park

Historically, Security coverage at Mohawk Park is provided on Saturday and Sunday for 8 hour shifts and runs from Easter Weekend to Halloween weekend. This is about 464 hours. This past year has seen a slight increase and did not end on Halloween and continues as of this weekend. This is subject to change.

Pools

Pool addresses listed above. Historically, pools have opened at the end of May or the beginning of June and are each open about 6 days a week until about the beginning to the middle of august. Pools are staffed daily with 1 officer for about 8 hours. This is about 3120 hours. This past year, the pools were not open, and we have not received notification if they will open this year or not.

Parks Seasonal

Occasionally a park may need an overnight shift or a weekend shift to cover for a recent break in, work that requires equipment to be left outside, or construction that may leave the facility open. This has been up to 168 hours in the past.

There are 130 + different parks and park locations.

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NOTICE is hereby given that the CITY OF TULSA, OKLAHOMA will receive sealed Bids for the following:

BID # TAC052F

DESCRIPTION: Security Services (Commodity Code(s): 990-46)

You are invited to submit a Bid to supply the Goods and/or Services specified above. Invitations for Bid (IFB) will be posted on the City's website at www.cityoftulsapurchasing.org or a hardcopy may be obtained at:

City of Tulsa-Purchasing Division
175 East 2nd Street, 15th Floor
Tulsa Oklahoma 74103

**Bids must be received no later than 5:00 PM (CDT) on Wednesday, March 31, 2021, and delivered to:
City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.**

The Bid Packet consists of (1) this Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications and (12) Exhibit A.

Use this checklist to ensure you have properly read and completed all Forms.

- Notice of Invitation for Bid
- Summary Sheet
- Form #1: Bidder Information Sheet. Must be completed.
- Form #2: Purchase Agreement. **Complete legal name in first paragraph and Notice provision in Section 17.i. Original signature required.**
- Form #3: Interest Affidavit. Original signature and notarization required.
- Form #4: Non-Collusion Affidavit. Original signature and notarization required.
- Form #5: Affidavit of Claimant. Original signature and notarization required.
- Form #6: Acknowledgment of Receipt of Addenda/Amendments. Must be completed and signed.
- Instructions, Terms and Conditions for Bidders
- Special Requirements (Offer Period; Insurance and Bonding; References)
- Technical Specifications
- Exhibit A: Bid Form including Delivery and Pricing. This is your Bid. It must be completed or your Bid will be rejected.
- Electronic Copy of Bid

IMPORTANT NOTE: Write the Bid Number, Bid Description (as listed above), and Bid Opening Date on the lower left corner of the outside of your Bid envelope. You must return the entire completed Bid Packet.



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SUMMARY SHEET**

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Project Buyer

If you have any questions or need additional information, contact the assigned Project Buyer:

Terry O. Thomas, Senior Buyer

tthomas@cityoftulsa.org

Include **TAC052F** on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Project Buyer indicating your intent to Bid. Include **TAC052F** on the subject line of the email. You will receive an email response verifying your notice of intent to bid was received. This same procedure should be followed to request clarification, in writing, of any point in the IFB. Bidders are encouraged to contact the Project Buyer by email if there is anything in these specifications that prevents you from submitting a Bid, or completing the Bid Packet.

Questions and concerns must be received no later than **ten (10) days prior** to the Bid Packet due date.

Issuing of Addenda

If you received the notice of this IFB from the City as a result of being registered to sell the commodity code(s) on this Bid, you should also receive notice of any addenda issued. If you are not registered with the City to sell the commodities listed herein, you must register as a supplier on the City of Tulsa Purchasing website (www.cityoftulsapurchasing.org) to receive notice of any addenda, or to receive notice of any future IFBs.

Pre-Bid Conference

A pre-Bid conference will be held for this IFB. Information on the conference will be available from the project buyer on request. Please register with the buyer no later than 24-hours prior to the event.

Date Wednesday, March 10, 2021 Time 10:00 AM CST

Location: video/teleconference to be determined

Attendance is not required to submit a Bid.

Bid Packet Submission

The City requires two completed Bid packets: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy". If a copy on electronic media is also required, the line below will be checked.

Electronic Copy also required (USB drive, CD . . .).

Responses to this Invitation for Bid must be made on the forms listed on page 1. The entire completed Bid Packet must be returned or your Bid may be rejected. Do not take exception to any portion of this Bid Packet. Do not make any entries except where required. Do not insert any other documents into the Bid Packet.

COVID-19 Advisory- This requirement is valid unless otherwise change by written addendum

Bid Opening

All Bid openings are public and take place at 8:30 a.m. Thursday, the day after Bids are due. The Bid openings are held in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma.



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**FORM #1
BIDDER INFORMATION SHEET**

Bidder's Exact Legal Name: _____

(Must be Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA)

State of Organization: _____

Bidder's Type of Legal Entity: (check one)

- Sole Proprietorship
- Partnership
- Corporation
- Limited Partnership
- Limited Liability Company
- Limited Liability Partnership
- Other: _____

Bidder's Address: _____

_____ Street _____ City _____ State _____ Zip
Code

Bidder's Website Address: _____ **Email Address:** _____

Sales Contact:

Name: _____
Street: _____
City: _____
State: _____
Phone: _____
Fax: _____
Email: _____

Legal or Alternate Sales Contact:

Name: _____
Street: _____
City: _____
State: _____
Phone: _____
Fax: _____
Email: _____



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**FORM #2 (Page 1 of 4)
PURCHASE AGREEMENT**

INSTRUCTIONS: This document **must** be properly signed and returned or your Bid will be **rejected**. This form constitutes your offer and if accepted by the City of Tulsa will constitute the Purchase Agreement under which you are obligated to perform. Your signature on this document indicates you have read and understand these terms and agree to be bound by them.

THIS PURCHASE AGREEMENT is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 2nd Street, Tulsa, Oklahoma, 74103-3827 (the "City") and:

(Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA) (the "Seller").

WITNESSETH:

WHEREAS, the City has approved certain specifications and advertised for or solicited Bids on the following goods or services:

TAC052F Security Services

(the "Goods and/or Services"); and

WHEREAS, Seller desires to provide such Goods and/or Services to City, acknowledges that this document constitutes Seller's offer to provide the Goods and/or Services specified below, and further acknowledges that if executed by the City's Mayor, this document will become the Purchase Agreement for such Goods and/or Services.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

- Documents Comprising the Agreement.** The Bid Packet includes the Notice of Invitation to Bid, the Summary Sheet, Form #1, Form #2, Form #3, Form #4, Form #5, Form #6, the Instructions, Terms and Conditions for Bidders, the Special Requirements, the Technical Specifications, Exhibit A and any addenda or amendments to the Bid Packet. The Bid Packet is incorporated herein by this reference. In the event of conflicting or ambiguous language between this Purchase Agreement and any of the other Bid Packet documents, the parties shall be governed first according to this Purchase Agreement and second according to the remainder of the documents included in the Bid Packet. Seller may submit as part of its Bid additional materials or information to support the Bid. Additional materials or information submitted by Seller which are not ambiguous and which do not conflict with this Purchase Agreement or the other Bid Packet documents are incorporated herein by this reference.
- Purchase and Sale.** Seller agrees to sell City the Goods and/or Services for the price and upon the delivery terms set forth in Exhibit A hereto. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of goods or services priced by unit, or (b) the total price for a stated quantity of goods or services, upon (i) delivery of the Goods and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.
- Irrevocable Offer.** Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless and until City's Mayor/Mayor Pro Tem executes this Agreement accepting Seller's Bid. No City officer, employee or agent except the Mayor (or Mayor Pro Tem) has the authority to award contracts or legally obligate the City to any contract. Seller shall not provide any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City. If Seller provides any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City, such Goods and/or Services are provided at Seller's risk and City shall have no obligation to pay for any such Goods and/or Services.
- Term.** The term of this Agreement shall be effective commencing on the date of execution of this Agreement by the Mayor/Mayor Pro Tem of the City of Tulsa and terminating one year from that date. City in its sole discretion may offer Seller an opportunity to renew this Agreement for an additional four (4) one (1) year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Goods and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which such Goods and/or Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
- Warranties.** Seller shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Seller expressly agrees that it will be responsible for performing all warranty obligations set forth in the Technical Specifications for the Goods and/or Services covered in this Agreement. Seller also warrants that the Goods and/or Services will conform to the Technical Specifications and Special Requirements, and further warrants that the Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by City, whichever is later, or as **specified in the Technical Specifications**, whichever is later. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.

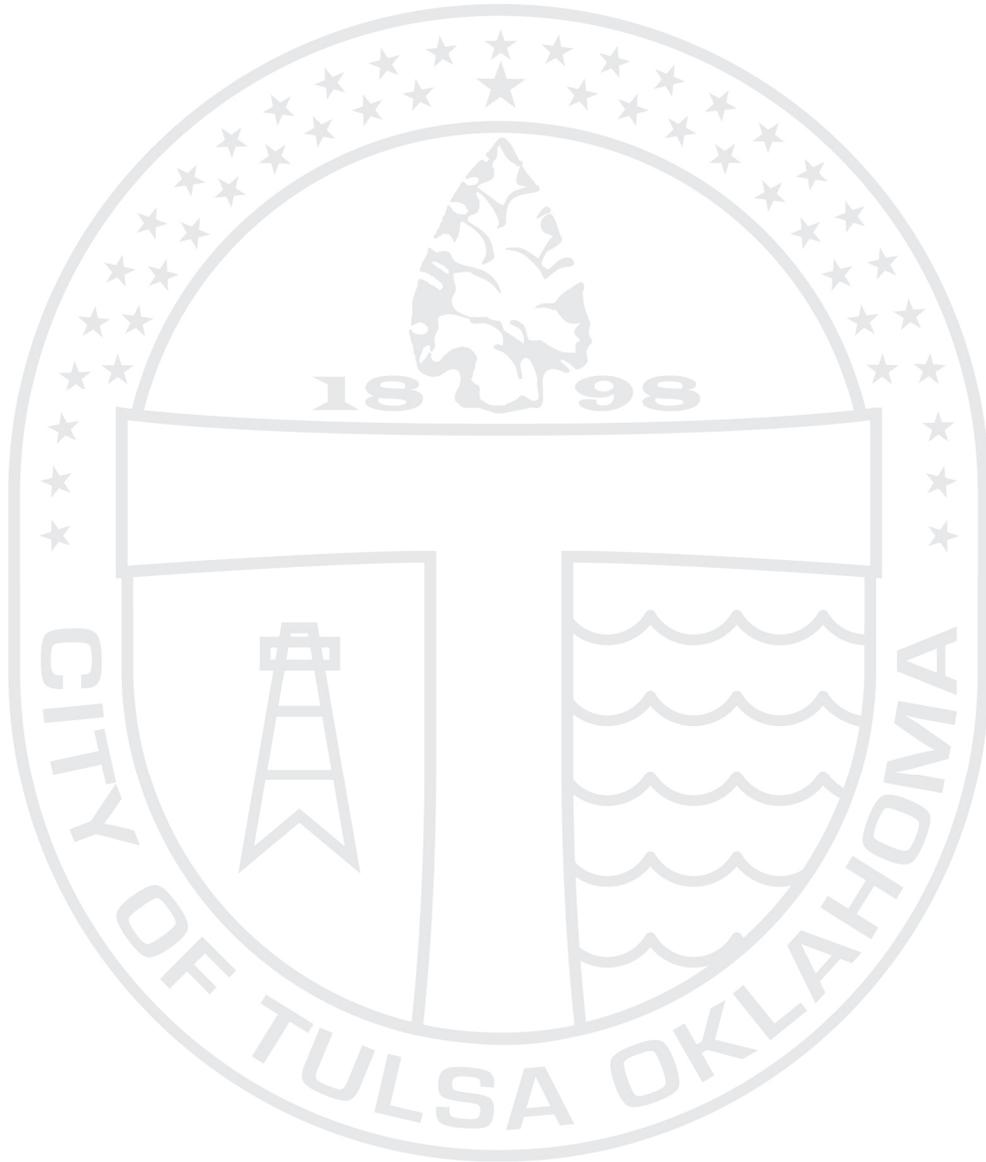


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6. **Warranty Remedies.** City shall notify Seller if any of the Goods and/or Services fails to meet the warranties set forth above, and Seller shall promptly correct, repair or replace such Goods and/or Services at Seller's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Seller. Seller shall pay all expenses related to the return of such Goods to Seller.





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- 7. Seller Bears Risk. The risk of loss or damage shall be borne by Seller at all times until the Acceptance of the Goods or Services by City.
8. No Indemnification by City. Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
9. Indemnification by Seller. Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.
10. No Insurance by City. If City is leasing Goods herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
11. No Confidentiality. Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
12. Non-Responsive Bids. Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that its Bid may be rejected as non-responsive. Furthermore, if City accepts Seller's Bid and awards a contract to Seller based on such Bid, City shall not be bound to any exceptions, changes or additions made by Seller, and any terms and conditions added by Seller which are not expressly agreed to by City in writing will be void and of no force and effect and the parties will be governed according to the document precedence set forth in Section 1 above.
13. Compliance with Laws. Seller shall be responsible for complying with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all of its subcontractors to be used in the performance of this Purchase Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
14. Termination. City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If this Agreement is so terminated, City shall be liable only for payment for Goods accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
15. Price Changes. The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. If the IFB provides that Seller may include a price escalation provision in its Bid, Seller's price escalation provision will be evaluated by City as part of Seller's Bid price when awarding the Bid.
16. Right to Audit. The parties agree that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller is required to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
17. Notice. Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the addresses specified below.
i. To Seller:
ii. To CITY: City Clerk, CITY OF TULSA, OKLAHOMA, 175 E. 2nd Street, Suite 260, Tulsa, Oklahoma 74103
iii. With a copy to: Terry O. Thomas, Senior Buyer, 175 E 2nd Street, 15th Floor, Tulsa, OK 74103
18. Relationship of Parties. The Seller is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller shall be deemed to be employees of the City for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment

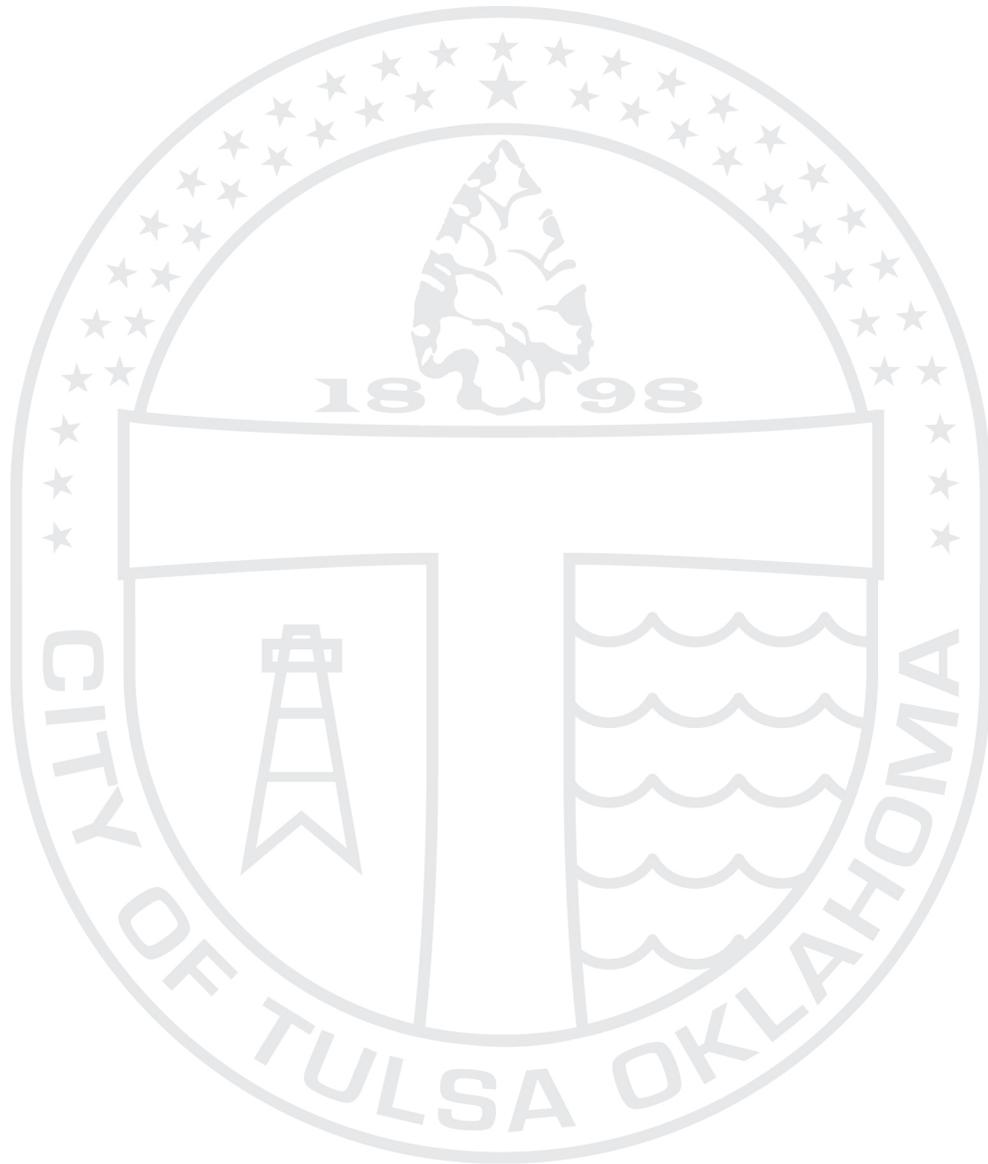


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of all employee wages and salaries, taxes, withholding





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payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

19. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this Agreement.
20. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement.
21. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
22. **Headings.** The headings used herein are for convenience only and shall not be used in interpreting this Agreement
23. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
24. **Governing Law And Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.
25. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
26. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
27. **Multiple Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
28. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
 - 28.1 Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
 - 28.2 No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
 - 28.3 Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
 - 28.4 The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
 - 28.5 All words used in this Agreement shall be construed to be of such gender, number or tense as circumstances require.
29. **Equal Employment Opportunity.** Each bidder agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
30. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement and its incorporated documents.



**CITY OF
Tulsa**
A New Kind of Energy.

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Asset Management
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**FORM #2 (Page 4 of 4)
PURCHASE AGREEMENT**

IMPORTANT NOTE: This document must be signed by the proper person as set forth in Instructions, Terms and Conditions for Bidders, paragraph 4. FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Name: _____ Seller _____ Company _____

_____ Sign Here ► _____

ATTEST: _____ Printed Name: _____

_____ Title: _____

Corporate Secretary _____ Date: _____

Company Name/Address [Please Print] _____ Address _____ City _____ State _____
Zip Code _____

() - _____ () - _____
Telephone Number _____ Fax Number _____ Email Address _____

**CITY OF TULSA, OKLAHOMA,
a municipal corporation,**

ATTEST: _____ By: _____ Mayor _____

_____ Date: _____
City Clerk

APPROVED:

Assistant City Attorney



FORM #3

INTEREST AFFIDAVIT

STATE OF _____)

)ss.

COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidder's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidder's business which is less than a controlling interest, either direct or indirect.

By: _____
Signature

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public
My Commission Expires: _____
Notary Commission Number: _____
County & State Where Notarized: _____

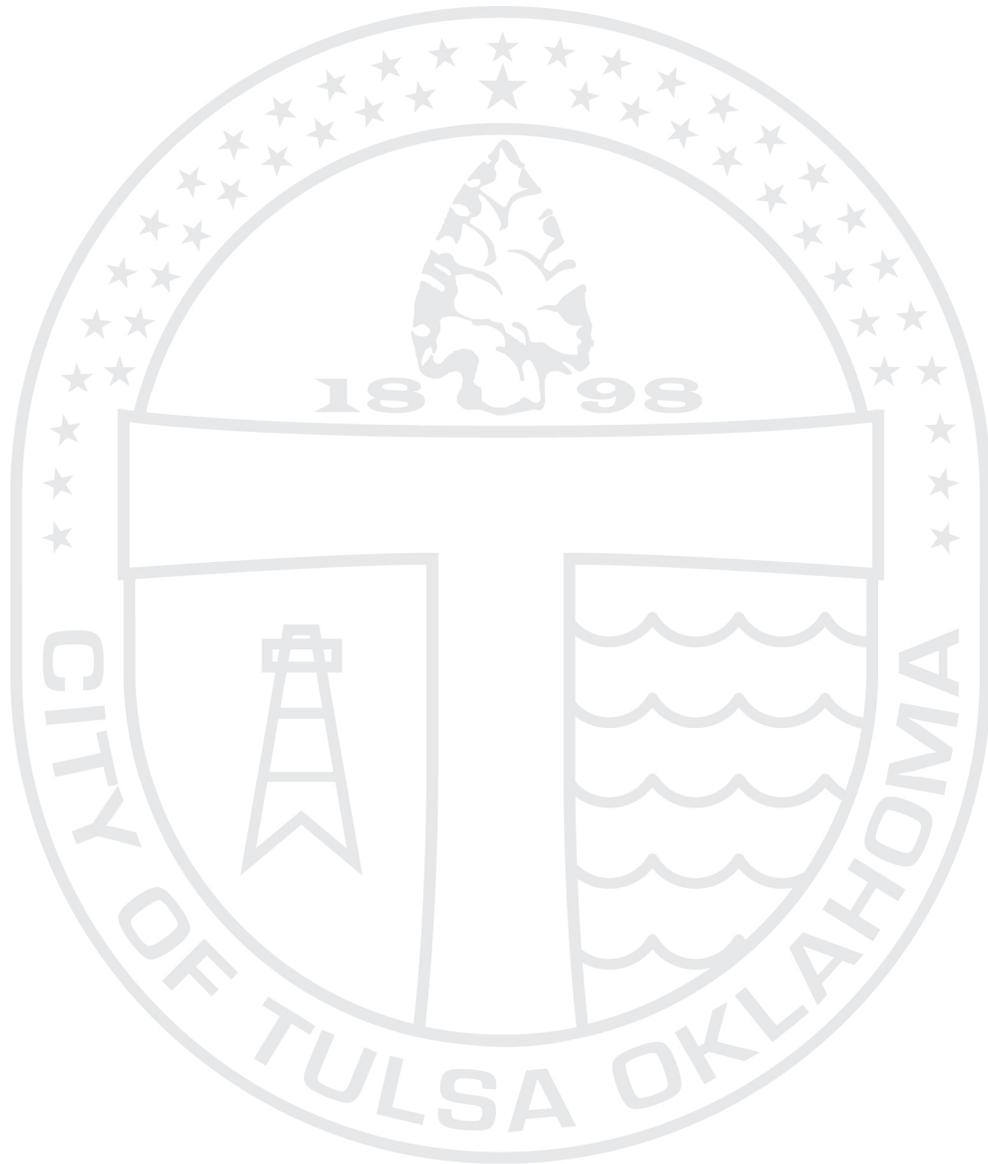
The Affidavit must be signed by an authorized agent and notarized



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FORM #4

NON-COLLUSION AFFIDAVIT

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF _____)

)ss.

COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that:
 (Seller's Authorized Agent)

1. I am the authorized agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among 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. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller'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.

By: _____

Signature

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

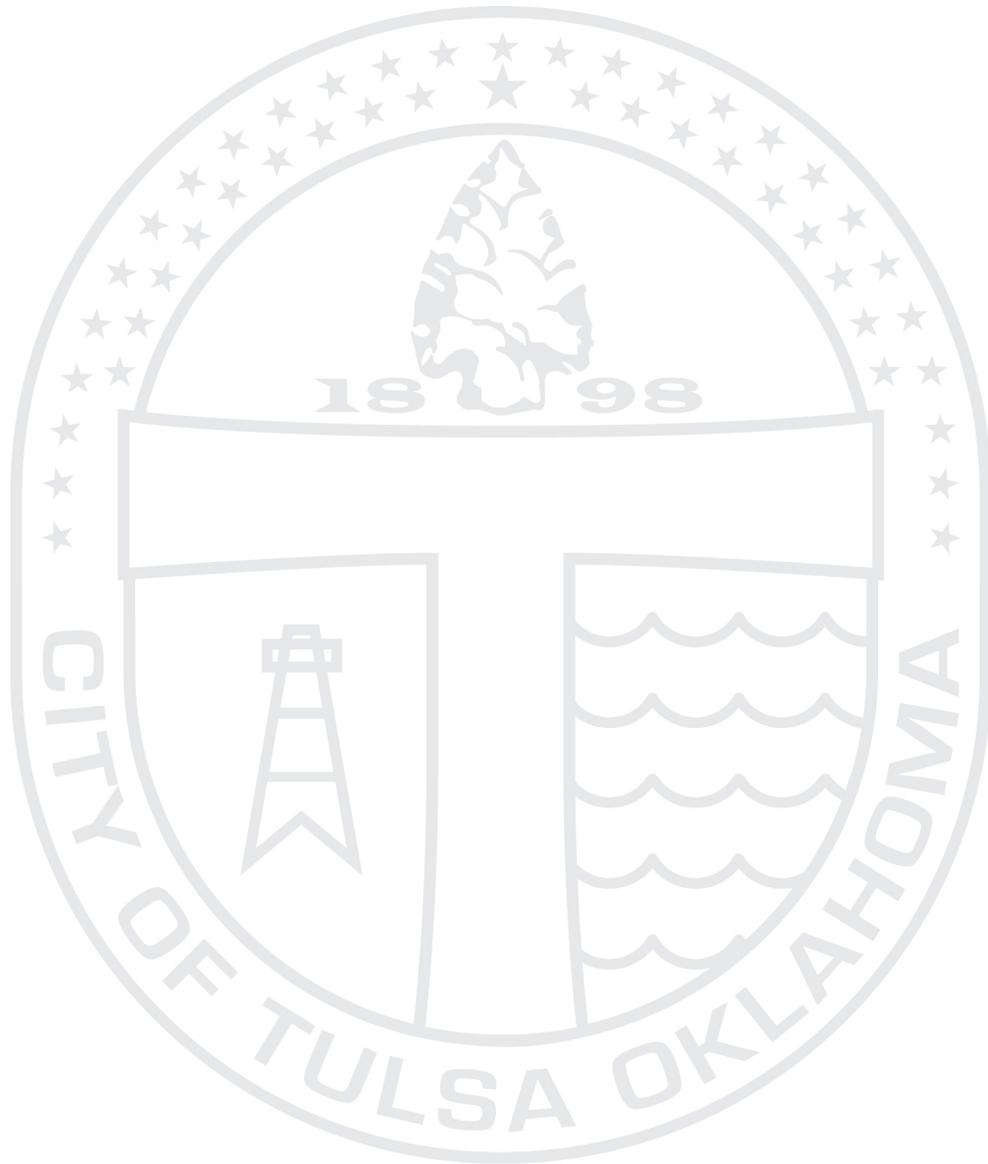


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The Affidavit must be signed by an authorized agent and notarized



FORM #5

AFFIDAVIT OF CLAIMANT

STATE OF _____)

)ss.

COUNTY OF _____)

The undersigned, of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the work, services or materials will be completed or supplied in accordance with the contract, plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly of money or any other thing of value to any elected official, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to obtain or procure the contract or purchase order.

By: _____

Signature

Name: _____

Company: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

 Notary Public

My Commission Expires: _____

Notary Commission Number: _____

The Affidavit must be signed by an authorized agent and notarized

INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS

- 1. PURCHASING AUTHORITY.** City issues this Invitation For Bid pursuant to Tulsa City Charter, Art. XII, §14 and Tulsa Revised Ordinances, Title 6, Ch. 4, the provisions of which are incorporated herein.
- 2. DEFINITIONS.** The following terms have the following meanings when used in the documents comprising this Bid Packet.
 - A. "Acceptance"** with respect to a Bid shall mean the City's selection of a Bid, and award of a contract to the Bidder/Seller.
 - B. "Acceptance"** with respect to delivery of Goods and/or Services provided under a Purchase Agreement shall mean City's written acknowledgement that Seller has satisfactorily provided such Goods and/or Services as required.
 - C. "Addenda" "Addendum" or "Amendment(s)"** shall mean a clarification, revision, addition, or deletion to this Invitation For Bid by City which shall become a part of the agreement between the parties.
 - D. "Authorized Agent"** means an agent who is legally authorized to bind the Seller under the law of the State in which the Seller is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Seller. Under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:
 - **Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent corporate secretary's certificate indicating the authority is still valid.
 - **General Partnerships** – any partner can sign to bind all partners.
 - **Limited Partnerships** – the general partner must sign.
 - **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
 - **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
 - **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.Entities organized in States other than Oklahoma must follow the law of the State in which they are organized.
 - E. "Bid"** means the Seller's offer to provide the requested Goods and/or Services set forth in Exhibit A and any additional materials or information the Seller chooses to submit to support the Bid.
 - F. "Bidder"** means the legal entity which submits a Bid for consideration by City in accordance with the Invitation For Bid.
 - G. "Bid Packet"** consists of the following documents (1) the Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications, and (12) Exhibit A.
 - H. "Bid Submission Date"** shall mean the last date by which the City will accept Bids for an Invitation For Bid.
 - I. "City"** shall mean the City of Tulsa, Oklahoma.
 - J. "Days"** shall mean calendar days unless specified otherwise.
 - K. "Primary Seller"** shall mean the Seller whose Bid City selected as the principal supplier of the Goods and/or Services required under this Agreement.
 - L. "Project Buyer"** shall mean the City's employee assigned to serve as the contact person for Bidders/Sellers responding to Invitations For Bid or completing contracts herein.
 - M. "Purchasing Division or Office"** shall mean the City of Tulsa's Purchasing Division, located at 175 East 2nd Street, 15th Floor, Tulsa, Oklahoma 74103
 - N. "Secondary Seller"** shall mean the Seller whose Bid City selected as a back-up supplier in the event the Primary Seller is unable to provide all the Goods and/or Services required.
 - O. "Seller"** shall mean the Bidder whose Bid City selected and awarded a contract.
 - P. "You" or "Your"** shall mean the Bidder responding to this Invitation For Bid or the Seller whose Bid the City selected and awarded a contract.
 - Q. "Website"** shall mean the City of Tulsa's website for the Purchasing Division:



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www.cityoftulsapurchasing.org.

3. **QUESTIONS REGARDING INVITATION FOR BID.** Questions regarding any portion of this Invitation For Bid must be submitted in writing (sent by mail, fax or email) to the Project Buyer indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the pre-Bid conference. Questions and concerns must be received no later than ten (10) days prior to the Bid Packet due date. Any oral responses to questions before the contract is awarded are not binding on City. At City's discretion, any information or clarification made to you may be communicated to other Bidders that notified City of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. You must not discuss questions regarding the Invitation For Bid with anyone other than the Project Buyer or other Purchasing Division staff or your Bid may be disqualified, any contract recommendation or Acceptance may be rescinded, or any contract may be terminated and delivered Goods returned at your expense and City refunded any payments made.
4. **ORAL STATEMENTS.** No oral statements by any person shall modify or otherwise affect the provisions of this Invitation For Bid and/or any contract resulting therefrom. All modifications, addenda or amendments must be made in writing by City's Purchasing Division.
5. **EXAMINATION BY BIDDERS.** You must examine the specifications, drawings, schedules, special instructions and the documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at your own risk.
6. **ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.** City may addend or amend its Invitation For Bid at any time before the Bid Submission Date, and any such addenda or amendments shall become a part of this Agreement. City will attempt to send a notification (by fax or email) of any addenda or amendments to those Bidders who have responded to the City's Project Buyer of their intent to respond to the Invitation For Bid. However, it is your responsibility to inquire about any addenda or amendments, which will be available from the City's Purchasing Division and its website. You must acknowledge receipt of any addenda or amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments form and attaching it to this Invitation For Bid with your Bid. City may reject any Bid that fails to acknowledge any addenda or amendments.
7. **SPECIFICATIONS/DESCRIPTIVE TERMS/SUBSTITUTIONS.** Unless the term "no substitute" is used, the City's references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict you to that brand or model, etc. The City may make such references to indicate the type, character, quality and/or performance equivalent of the item desired. However, you are required to furnish the exact item described in your Bid unless a proposed substitution is clearly noted and described in the Bid.

The parties recognize that technology may change during the period Bids are solicited and subsequent contracts are performed. Therefore, City may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to City. In the case of existing contracts, you shall give City 30 days advance notice in writing of any such proposed changes or substitutions. City shall determine whether such items are acceptable as well as any proposed substitute.

All Goods shall be new unless otherwise so stated in the Bid. Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Bid, may be considered non-responsive and the Bid rejected.
8. **PRICES/DISCOUNTS.** Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, you guarantee unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by you to the destination specified in the Specifications. Discounts for prompt payment will not be considered in Bid evaluations, unless otherwise specified. However, offered discounts for prompt payment will be taken if payment is made within the discount period.
9. **DELIVERY.** All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.
10. **TAXES.** City is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices.
11. **BID SUBMISSION.** The Bid Packet forms must be prepared in the name of Bidder and properly executed by an Authorized Agent with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after the deadline for submitting Bids (the "Bid Submission Date"). A Bid is an irrevocable offer and when accepted by City (as evidenced by City's execution of the Purchase Agreement) shall constitute a firm contract.
 - A. **BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS**



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COMPLETED. YOU MAY ATTACH, AFTER EXHIBIT A, ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.

- B.** Sealed Bids may be either mailed or delivered, but must be received at:

City of Tulsa – Office of City Clerk
175 East 2nd Street, Suite 260
Tulsa, Oklahoma 74103

- C.** Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday thru Friday except for City holidays. City is not responsible for the failure of Bids to be received by the City Clerk's Office prior to the due date and time.
- D.** Late Bids will be **rejected**. The Purchasing Agent, in his sole discretion, may make exceptions only for the following reasons:
1. City Hall closed for business for part or all of the day on the date the response was due;
 2. If the City deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
 3. If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.
- E.** **City will not accept faxed Bids**, nor will City accept Bids faxed to the City Clerk, Purchasing Division or Office, or any other City office or employee.
- F.** City is not responsible for any of your costs in preparing the Bid response, attending a pre-Bid conference, or any other costs you incur, regardless of whether the Bid is submitted, accepted or rejected.
- G.** All Bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Your name and address must also be clearly indicated on the envelope.
- H.** If submitting multiple options ("Option(s)") to the Invitation for Bid, each will be considered separately requiring each response to be complete and accurate. Each Option must be clearly marked as Option 1 of 3, Option 2 of 3, etc.
- I.** The number of copies you must submit is listed on the Summary Sheet in the front of the Bid Packet. However, at a minimum, there will be (1) an original, clearly labeled as such in 1" red letters on the Bid Packet cover page, and (2) a copy for City's Purchasing Division, clearly labeled as such in 1" red letters on the Bid Packet cover page. If binders are used, they must also be labeled.
- J.** Multiple boxes or envelopes are permissible, but must not weigh more than 50 pounds. Each box must be labeled as instructed herein and numbered (i.e., Box 1 of 3; Box 2 of 3). **The original must be in Box #1.**
- K.** The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections to the Bids must be initialed in ink.

12. BID REJECTION OR WITHDRAWAL.

- A.** City may reject any or all Bids, in whole or in part.
- B.** **A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation For Bid or attempts to limit Bidder's liability to the City.**
- C.** A Bid may be rejected if Bidder is currently in default to City on any other contract or has an outstanding indebtedness of any kind to City.
- D.** City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
- E.** Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.

- 13. BID RESULTS.** A tabulation of Bids received will be made available on the City's Purchasing Division website generally within 5 working days after the Bid Opening Date. After a contract award is recommended to the Mayor, a copy of the Bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries.



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14. **PURCHASE ORDER.** In the event that the successful Bid is for an amount less than One Hundred Thousand Dollars (\$100,000), and it is determined by the City to be in the best interests of the City, the City, in its sole discretion, may issue a Purchase Order rather than execute the Purchase Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms of the Bid Packet documents, including the Purchase Agreement, will govern the transaction and be enforceable by the City and Bidder/Seller.
15. **CONTRACT AWARD.** If a contract is awarded, it will be awarded to the Bidder that City determines is the lowest secure Bidder meeting specifications. Such Bid analysis will consider price and other factors, such as Bidder qualifications and financial ability to perform the contract, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with City, and guarantees of materials and equipment, as applicable. A complete list of the factors that are considered is set forth in Tulsa Revised Ordinances, Title 6, Ch. 4, §406E. Unless otherwise noted, City reserves the right to award a contract by item, one or more groups of items, or all the items in the Bid, whichever is in City's best interest.
16. **IRS FORM W-9.** If City selects your Bid and awards a contract to you, you will have ten (10) days from notification of the award to provide City with your complete IRS Form W-9.
17. **NOTICE TO PROCEED.** If City accepts your Bid and executes the Purchase Agreement, you shall not commence work until authorized to do so by the Purchasing Agent or his representative. Receipt of a Purchase Order from the City is notice to proceed.
18. **PAYMENTS.** Invoices should be e-mailed to City of Tulsa – Accounts Payable at:

apinvoices@cityoftulsa.org

Payment will be made Net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Goods and/or Services, whichever is later, unless City decides to take advantage of any prompt payment discount included in the Bid.

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for contract award in the form of a Performance Bond, cash, certified or cashier's check in the amount indicated. If you fail to adequately perform your obligations set forth in this Agreement, City shall have the right to proceed against the Performance Bond for any damages it incurs as a result. If you are awarded a contract as a Secondary Seller, the Performance Bond requirement may be waived until performance is required under the contract.

6. References. If the box is checked "Yes," References are **required**:

Yes: X (3) No:

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the nature of their relationship with the Bidder.

Company Name: _____
Contact Name: _____
Address: _____
Phone number: _____
Email Address: _____
Relationship: _____

Company Name: _____
Contact Name: _____
Address: _____
Phone number: _____
Email Address: _____
Relationship: _____

Company Name: _____
Contact Name: _____
Address: _____
Phone number: _____
Email Address: _____
Relationship: _____

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TECHNICAL SPECIFICATIONS

SCOPE:

It is the intent during the agreement period, as nearly as possible, to purchase all the requirements for Security Services bid from the firm(s) to which the agreement is awarded.

GENERAL:

Service must meet all specifications herein.

Bidders must bid the "Markup Rate" charged to the City of Tulsa (City) added to the Pay Rate for each classification of security guard service. Security service will be required at various locations including but not limited to the following list. The City will provide the Seller with pay rates for each classification. It is the responsibility of the Seller to pay within stated guidelines. Any exception shall be authorized in advance by the City's Director of Asset Management or director's designee. The following locations presently require services. (Times of service requirements and numbers of locations are subject to change at City's sole discretion. These locations and number of hours are based on our history and are for planning purposes only.)

Table - Officer Assignments

Location	Primary Position	Hours-Lead	Secondary Position(s)	Hours-General	Total Hours Per Week
OTC Access Control/Badging/ID Officer	SO III	40			40
OTC Communications	SO I	168	SO II or III	40	208
OTC Post	SO II	220			220
OTC Public Entrance	SO III	50			50
OTC Rover	SO II	168	SO III	40	208
City Wide Patrol	SO II	288	SO III	160	448
City Wide Site Supervisor	SSS	50			50
City Medical Facility	SO II	45			45
Downtown Public Safety Ambassador	SO III	160			160
Municipal Court	SO II	80			80
Family Safety Center	SO II	47.5			47.5
Engineering Services	SO	88	SO I	40	128
Green Waste Site	SO II	84			84
A.B. Jewell WTP	SO II	50			50
Mohawk WTP	SO II	50			50
Northside WWTP	SO II	80			80
SOM	SO	128	SO II	40	168
Southside WWTP	SO II	50			50
SWLM	SO	88	SO I	40	128
Litter Abatement Crew Leader	SO II	206	SO III	50	256
Parks Seasonal, Pools & Mohawk Park	SO II	3500			
Other Posts as Required		Varies			



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Table Abbreviations

Staff	Title	Location	Description
SO	Security Officer	SOM	Sewer Operations & Maintenance
SO I	Security Officer I	SWLM	Storm Water & Land Management
SO II	Security Officer II	WTP	Water Treatment Plant
SO III	Security Officer III	WWTP	Waste Water Treatment Plant
SSS	Security Site Supervisor		

Current City Holidays total 11 days per year. However, Security Guards are paid holiday pay on holidays recognized by the Seller only. The City considers that pay rates for overtime and holiday are the same. Most posts are staffed 24/7 on holidays.

METHOD OF PAYMENT:

Copies of invoices for services rendered shall be sent to the Security Department, Mark Weston: mweston@cityoftulsa.org. In cases where other City departments have requested security service, other arrangements shall be made between the Seller and that Using Department for copies of invoices.

The billing will occur weekly and be summarized per post as instructed by the City. Invoices will include an invoice number and a detailed accounting of each officer's hours on each post. City will not pay overtime due to the Seller's inability to fully staff for execution of this agreement. With prior approval, the City will pay overtime on emergency placements for extra or additional services during the agreement period. Certain jobs will require separate bills, the City will provide information for these as they arise.

SPECIFICATIONS:

- A. The Seller shall have an established business office in Tulsa, with a record of at least ten (10) years in the City of Tulsa, State of Oklahoma with a continuous record of at least three times the current hourly staff requirements herein for the past 3 years. The Seller shall be currently operating its Tulsa office with at least four (4) times the current hourly staff requirements needed for this agreement at the time of bid. This hourly minimum shall be in actual physical on-site security agreements, not a combination of on-site and patrol or strictly patrol type security.
- B. Seller shall furnish licensed uniformed officers to perform security services at the premises and events herein described. Additional officers will be supplied as requested by the management of the Asset Management Department at the appropriate hourly rate according to the need. Supervision of the officers will be through the Seller's Site Supervisors, with input from City staff. The Seller will staff the officers at the agreed rates, and for the hours requested by the requesting City department.
- C. The Seller shall provide officers who are professional, and, reliable, and can efficiently protect the City's property and personnel against security hazards. Additionally, the Seller will provide a resume of all senior account management personnel related to the agreement.
- D. The Seller shall accept liability for any and all acts of negligence on the part of its employees in the performance of their duties, including vehicle accidents by their employees in City owned vehicles. Seller will maintain appropriate insurance to cover damage created by and to city vehicles in the event one of its employees is involved in an accident in a City owned vehicle.
- E. All officers shall be employees of the Seller and the Seller shall pay all salaries and social security taxes, Federal, and State unemployment insurance, and any similar taxes relating to



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such employees.

- F. The Seller agrees that the services provided shall be performed in accordance with industry standard security practices and standards. The Seller further agrees that, upon request by the City, it will replace any of its employees who, in the sole opinion of the City, are not performing satisfactorily.
- G. If during the period of this agreement, the Seller performs a site survey and makes recommendations to the City for improvement of security conditions, the City shall take under advisement any recommendations.
- H. The Seller agrees that, unless necessitated by emergency circumstances, any one Security Officer will not work more than twelve (12) hours in any twenty-four (24) hour period and that no Security Officer will work more than twelve (12) consecutive hours. Such emergency conditions will only exist by approval of the City.
- I. The Seller will be responsible for assuring that Security Officers are at their stations at assigned times or backfill the post at the Seller's cost. Failure to fill scheduled shifts at assigned posts will result in a charge of \$75 per hour for each hour of a shift at an assigned post that is not filled, and Seller will assume responsibility for all losses as a result of unmanned posts. Additionally, the Seller will provide a full-time permanent Security Officer for each full-time permanent post. Failure to supply permanent, full time officers for full time permanent posts, within (2) two weeks once official notice has been given either in writing or verbally the position is open, will result in the Seller being responsible for payment for those shift hours until the post is filled with a permanent full-time officer. If post is open because of Seller actions, responsibility for payment by the Seller will begin immediately.
- J. The Seller shall at its own cost provide new officers with a minimum of forty (40) hours of classroom training prior to their beginning work at any facility. Additionally, the Seller shall at its own cost provide new officers with a minimum of twenty-four (24) hours training time with the post supervisor at the post, covering but not limited to post procedures and responsibilities before the new Security Officer is allowed to assume a shift at that post by him/her self. The Seller also agrees to have a post supervisor present at the Seller's cost during the new officer's first shift assignment. Separate logs will be kept of these shifts and be provided to Asset Management. All officers will be trained on and comply with the City of Tulsa Security Policy and Procedures manual.
- K. The Seller agrees that all officers will be trained in the efficient and competent operation of vehicles, computers, weapons, radios, pagers and telephone communications equipment before assuming a shift. The Seller shall provide for semi-annual qualification of its officers at its cost. This training will be under the direction of a National Rifle Association (NRA) certified range Security Officer from within the cadre of City of Tulsa Security and conducted at a range provided by City of Tulsa Security. The semi-annual range qualification will be the standard Council on Law Enforcement Education and Training (CLEET) Law Enforcement Course. Officers will need a passing score of at least 70%, 2 out of 3 attempts, on that course in order to maintain employment at a City post. The number of attempts allowed will not exceed 3 during any week of qualification unless authorized by the Chief of Security. Acceptable weapons shall be as set by CLEET in OS.T.59, providing they are Glock model 22, 40 caliber weapons for officers certified on semi-auto, or Smith and Wesson model 65 or 66 or 686 revolvers for officers that are revolver certified, with complete duty belts in high Gloss Clarino or nylon, depending upon duty assignment. Officers who complete the State of Oklahoma's shotgun course and

upon approval from the City's Chief of Security will be authorized to carry a department issued shotgun as long as they maintain a semi-annual qualification score on the shotgun course and the shotgun meets CLEET rules set aside in T59. Officers that have been certified on baton, friction lock, PR-24 or straight stick may carry that while on duty. All Officers will be expected to carry handcuffs and pepper spray while on duty. The Seller will provide along with the weapon, three magazines, duty ammo, duty belt, handcuffs, pepper spray, and baton along with matching holders for that equipment. Duty ammo will be Federal Hydrashock 165 gn .40 Cal for the Glocks and Federal Hydrashock 125 Grain .357 Magnum ammo for the revolvers. Some officers may be required to certify with Taser Conducted Energy Weapon similar to the X26.

- L. Bidder shall submit an information packet, including but not limited to:
1. References (local and National)
 2. Years in Operation in Tulsa
 3. Total number of billed man-hours in Tulsa over the past three (3) years
 4. Organizational chart of local office staff with bios on senior local management
 5. Detailed account transition plan
 6. Wages paid per hour by Seller to Officers over the past three (3) years
 7. Breakdown of hours worked over the last 5 years per requirements
 8. Other information relevant to this particular application
- M. **Benefits:** Bidder shall disclose which officers are enrolled in benefits plans, because it impacts the cost to the City. Details of Bidder's benefit plans must be provided.
- N. **Training:** Bidders shall provide details of their training, continuing education and certification programs **with their bid**.
- O. The Seller agrees, wherever possible, to utilize experienced officers at City facilities in order to maintain continuity of services to those facilities. The City will determine the appropriate officer classification for each particular security assignment. Example determinations are shown in the Officer Assignment Table herein.
- P. Bidders must provide what officers receive with their leave benefits.
- Q. The Seller shall provide at its cost a sufficient quantity of dark blue uniforms with the company patch on the right shoulder under an American flag. The left shoulder will be clear for the City of Tulsa Security agency patch. Seller will also provide appropriate outer wear for winter. Certain assignments require heavier more durable uniforms than normally used by Seller's Officers. All uniforms require City approval.

DUTIES AND RESPONSIBILITIES:

A. Armed Officers

The armed Security Officer will be used for controlled access points to various City of Tulsa compounds, for patrol, inventory and other duties as needed by the City. Customer service is a critical component of City's business strategy and Security is an integral part of accomplishing this objective. Therefore, the primary responsibility of each officer, supervisor and account manager will be to provide quality customer service. Typical duties will involve providing directions, assisting City's customers, tenants, employees, visitors and vendors. Occasionally escorts may be required. Answering telephone inquiries and serving as a central or visible source of information is a significant part of the officer's job. To this end, officers, supervisor and account managers must exercise courtesy, respect and professionalism.



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B. Unarmed Officers

The unarmed Security Officer will be used for inventory control as well as at controlled access points to various City of Tulsa compounds. Customer service is a critical component of City's business strategy and security is an integral part of accomplishing this objective. Therefore, the primary responsibility of each officer, supervisor and account manager will be to provide quality customer service. Typical duties will involve providing directions, assisting City's customers, tenants, employees, visitors and vendors. Occasionally escorts may be required. Answering telephone inquiries and serving as a central or visible source of information is a significant part of the Security Officer's job. The unarmed Security Officer will also be responsible for issuing material to City Employees from various stock rooms at various City Facilities during non-business hours. To this end, officers, supervisor and account managers must exercise courtesy, respect and professionalism.

C. All Officers

Seller ensures City that each of its assigned personnel shall:

1. Provide security, as defined by City, for its customers, visitors, employees and vendors.
2. Respond to all alarm conditions and enforce all access control procedures through identification of personnel and control of entry and exits to City facilities' vital areas.
3. Use responsible effort to deter or, only when absolutely necessary, detain persons observed attempting to gain or gaining unauthorized access to any of City's facilities.
4. Respond to suspicious incidents and take reports. When necessary and deemed appropriate, follow incidents to their conclusion, including court appearances.
5. Cooperate with and assist law enforcement agencies in connection with crimes committed against City, including maintaining the scene of a crime to protect possible evidence in accordance with established procedures.
6. Respond to and provide security and/or safety for related situations, demonstrating common sense and good judgment and in compliance with City's policies and practices.
7. Assume additional responsibilities, though not specifically enumerated herein, as may be set forth in Seller's special orders or manuals and procedures issued by City.
8. Maintain training and certification of those items, skills, concepts and other requirements as outlined above and defined through mutual agreement between City and Seller.
9. Maintain knowledge of appropriate federal, state and local statutes and ordinances, and regulatory requirements, including periodic updates provided by City.
10. Abide by the Asset Management Security Procedures manual.
11. Some officers may be required to handle money that may be collected from the City of Tulsa Parking Meter program.

STANDARDS OF PERFORMANCE

- A. As condition of this Agreement the following standards are required of Seller. All personnel assigned to this account will:
1. Possess proof of having met the requirements of the State of Oklahoma for Private Security Guards, set forth in the Council for Law Enforcement Education and Training, C.L.E.E.T. The Seller will not use officers with a temporary license from CLEET for this agreement without prior approval of the City.



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2. Possess a high school diploma, or GED.
 3. Possess a valid driver's license in the state of Oklahoma and a driving record that reflects reasonable care and judgment on the officers' behalf. Minimum requirements include:
 - a. no more than 3 moving violations in the past 3 years
 - b. no suspensions or revocations in the last 3 years
 - c. no convictions for DUI
 4. Demonstrate the ability to read and write in English equivalent to a high school graduate and have the ability to verbally communicate in English particularly in emergency situations requiring clear and definitive articulation to assure the confidence, control and safety of those involved.
 5. Officers in armed positions shall demonstrate psychological stability under a variety of conditions by passing appropriately administered testing, consistent with national standards. (i.e.: MMPI or equal).
 6. Certain positions may require the Security Officer to pass an annual physical examination, including drug and alcohol screening by a licensed physician or toxicology lab, which demonstrates an ability to meet the requirements of this agreement.
 7. Have the following physical attributes and abilities:
 - a. Vision correctable to 20/30.
 - b. Ability to discriminate colors.
 - c. Ability to hear normal conversation from a reasonable distance.
 - d. General good health without physical defects or abnormalities which would interfere with the performance of Security Officer duties.
 8. Possess CPR and first aid certification as set forth by the American Red Cross or equivalent association. The Seller shall update this certification annually.
 9. Possess sufficient customer relations skills to effectively interact with employees, citizens, media and law enforcement in the various City of Tulsa facilities.
 10. Receive a 24-hour course of advanced Security Officer training annually, the curriculum to be mutually agreed upon between City and Seller, reflecting changes in the law, customer relations, City policies, etc.
- B. In addition, the Seller shall:
1. Provide annual testing of all assigned personnel on City's emergency procedure plans.
 2. Assure City that all personnel assigned to perform services under this contract possess no criminal record. The Seller will conduct a comprehensive pre-employment background/reference check of local and state records for the past seven (7) years on all officers it assigns to the City.
- C. City reserves the right to fingerprint and photograph and background check all personnel assigned under the terms of this agreement. City shall be given a personnel folder for each Security Officer assigned by the Seller including but not limited to background check and driving records.
- D. If Seller receives an unsuitable report on any of the Seller's employees subsequent to the commencement of service, or the City finds a prospective incumbent employee unsuitable or unfit for assigned duties, the employee will not work under this agreement.

OFFICER CLASSIFICATION



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1. Class title: Security Officer

ESSENTIAL TASKS:

- Possess at least an unarmed security guard license from C.L.E.E.T
- Secures City of Tulsa critical infrastructure facilities.
- Maintains order and peace by enforcing rules and regulations and enforces City of Tulsa and City of Tulsa Security policies and procedures.
- Acts as a liaison between various departments including Tulsa Police Department
- Operate light motor vehicle equipment or outboard craft.
- Inspects buildings, grounds and reports suspicious activity.
- Acts as first responder to site-specific fire, smoke, intrusion or panic alarms.
- Performs simple clerical and record-keeping tasks.
- Provides detailed incident and activity reports.
- Secures facilities and sets alarms.
- Ensures that the security image is enhanced by providing courteous service to employees, visitors and the general public.
- Monitors CCTV surveillance equipment, access control, and fire alarm equipment.
- Operate a computer and show competency with various windows-based programs.
- Ability to effectively communicate using the cities 800mhz radio/communication system while following FCC rules and regulations.
- Performs the duties of a stock clerk for water and sewer supply yards after hours.
- Reports to work on a regular and timely basis.
- Perform all other duties and tasks as required or assigned.

2. Class title: Security Officer I

ESSENTIAL TASKS:

- Possess at least an Unarmed Security Guard License from C.L.E.E.T
- At least 1 year experience in the security field.
- Secures City of Tulsa critical infrastructure facilities.
- Schedules and supervises the work of subordinate personnel at their post.
- Maintains order and peace by enforcing rules and regulations and enforces City of Tulsa and City of Tulsa Security policies and procedures concerning security and safety as related to individual posts.
- Acts as a liaison between various departments including Tulsa Police Department.
- Operate light motor vehicle equipment or outboard craft.
- Inspects buildings, grounds and suspicious activity.
- Acts as first responder to site-specific fire, smoke, intrusion or panic alarms.
- Performs simple clerical and record-keeping tasks.
- Maintains files and incident history records.
- Provides detailed incident and activity reports.
- Secures facilities and sets alarms.
- Ensures that the security image is enhanced by providing courteous service to visitors and the general public.
- Ability to effectively communicate using the cities 800mhz radio/communication system while following FCC rules and regulations.
- Monitors City facilities by using CCTV surveillance equipment, and access control equipment.
- Acts as stock clerk for water and sewer supply yards after hours.
- Operate a computer and show competency with various windows-based programs.
- Reports to work on a regular and timely basis.
- Perform all other duties and tasks as required or assigned.

3. Class title: Security Officer II



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ESSENTIAL TASKS:

- Possess at least an Armed Security Guard License from C.L.E.E.T
- At least 3 years progressively responsible experience in the Armed Security Industry
- Secures City of Tulsa critical infrastructure facilities.
- Schedules and supervises the work of subordinate personnel.
- Ability to supervise the work of either inmate or community service crews.
- Ability to receive and complete all assigned tasks and jobs.
- Ability to interact with the public while enforcing rights of way City Ordinances.
- Maintains order and peace by enforcing rules and regulations and enforces City of Tulsa and City of Tulsa Security policies and procedures concerning security and safety as related to individual posts.
- Acts as a liaison between various departments including Tulsa Police Department.
- Operate light motor vehicle equipment or outboard craft.
- Inspects buildings, grounds and suspicious activity.
- Performs simple clerical and record-keeping tasks.
- Provides detailed incident and activity reports.
- Ensures that the security image is enhanced by providing courteous service to visitors and the general public.
- Monitors CCTV surveillance equipment, and access control equipment.
- Perform access control duties while checking in visitors and assisting/directing the general public and visitors to appropriate departments.
- Ability to work with little supervision monitoring various City of Tulsa Properties in a mobile or patrol status
- Operate a computer and show competency with various windows-based programs.
- Ability to effectively communicate using the cities 800mhz radio/communication system while following FCC rules and regulations.
- Maintains files and incident history records.
- Operate a computer with various windows-based programs.
- Reports to work on a regular and timely basis.
- Perform all other duties and tasks as required or assigned.

4. Class title: Security Officer III

ESSENTIAL TASKS:

- Possess at least an Armed Security Guard and some position will require an Armed Private investigator License or a combination license from C.L.E.E.T
- At least 5 years progressively responsible experience in the Armed Security Industry with 2 years' experience working with little to no direct supervision
- Secures City of Tulsa critical infrastructure facilities.
- Schedules and supervises the work of subordinate personnel.
- Ability to supervise the work of either inmate or community service crews.
- Ability to receive and complete all assigned tasks and jobs.
- Ability to interact with the public while enforcing rights of way City Ordinances.
- Maintains order and peace by enforcing rules and regulations and enforces City of Tulsa and City of Tulsa Security policies and procedures concerning security and safety as related to individual posts.
- Acts as a liaison between various City departments including Tulsa Police Department.
- Operate light motor vehicle equipment or outboard craft.
- Inspects buildings, grounds and suspicious activity.
- Performs clerical and record-keeping tasks.
- Provides detailed incident and activity reports.
- Ensures that the security image is enhanced by providing courteous service to visitors and the general public.
- Monitors CCTV surveillance equipment, and access control equipment.
- Perform access control duties while checking in visitors and assisting/directing the general public and visitors to appropriate departments.

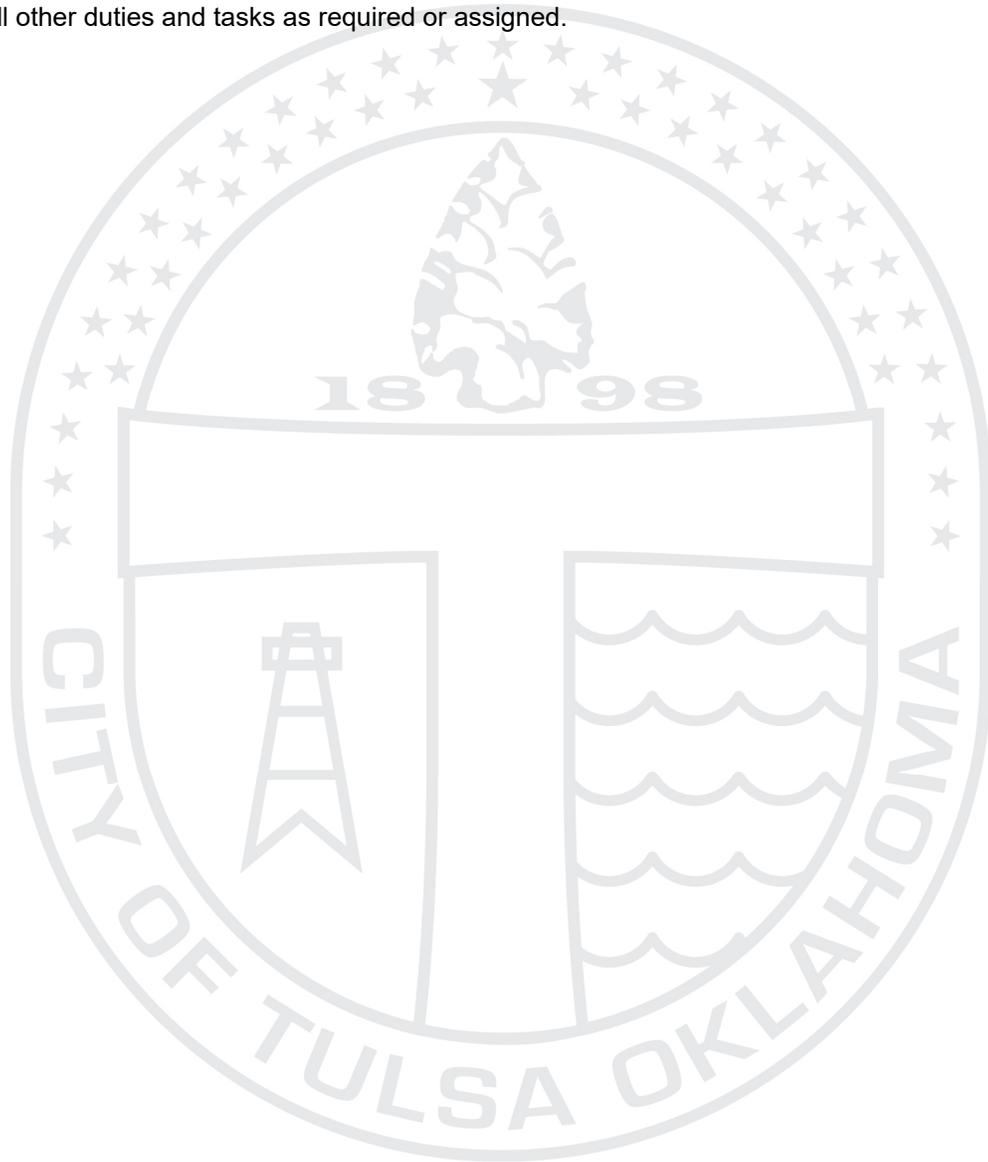


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- Ability to work with little supervision monitoring various City of Tulsa Properties in a mobile or patrol status
- Operate a computer and show competency with various windows-based programs.
- Ability to effectively communicate using the cities 800mhz radio/communication system while following FCC rules and regulations.
- Maintains files and incident history records.
- Operate a computer with various windows-based programs.
- Reports to work on a regular and timely basis.
- Perform all other duties and tasks as required or assigned.





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5. Class title: Security Site Supervisor

ESSENTIAL TASKS:

- Possess at least an Armed Security Guard and an Armed Private investigator License or a combination license from C.L.E.E.T
- At least 7 years progressively responsible experience in the Armed Security Industry with 2 years' supervisory experience
- Maintain a master work schedule of each City of Tulsa Security Post.
- Provides guidance and direction to subordinate security personnel.
- Ensures and maintains continuing education training schedules and records for all Security Officers
- Possess excellent written and verbal communication skills.
- Secures City of Tulsa critical infrastructure facilities.
- Maintains order and peace by enforcing rules and regulations and enforces City of Tulsa and City of Tulsa Security policies and procedures.
- Acts as a liaison between the security department and various departments including Tulsa Police Department.
- Operate light motor vehicle equipment or outboard craft.
- Inspects buildings, grounds and suspicious activity.
- Acts as first responder to fire, smoke, intrusion or panic alarms.
- Performs simple clerical and record-keeping tasks.
- Maintains files and incident history records.
- Provides detailed incident and activity reports.
- Secures facilities and sets alarms.
- Ensures that the security image is enhanced by providing courteous service to visitors and the general public.
- Monitors CCTV surveillance equipment, and access control equipment.
- Perform access control duties while checking in visitors and assisting/directing the general public and visitors to appropriate departments.
- Ability to work with little supervision monitoring various City of Tulsa Properties in a mobile or patrol status
- Operate a computer and show competency with various windows-based programs.
- Ability to effectively communicate using the cities 800mhz radio/communication system while following FCC rules and regulations.
- Reports to work on a regular and timely basis.
- Perform all other duties and tasks as required or assigned.

AWARD OF BID:

Bids will be evaluated according to the points given in the criteria table with a maximum score of one-hundred (100) points.

Criteria Table

Description	Possible Points
Capabilities and References	15
Officer's Compensation and Benefits	30
Training Resources and Requirements	15
Cost	40
Maximum available points	100



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**EXHIBIT A
BID FORM INCLUDING DELIVERY AND PRICING**

1. Delivery. If your Bid is accepted and a agreement is executed, state the number of days you need to deliver the Goods and/or to begin providing Services:

You must be able to deliver the Goods and/or Services as specified in your Bid. Failure to do so may result in City terminating your agreement or canceling the Purchase Order, pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

2. Pricing

State the mark-up rate that you charge for providing officers of the following classifications. It is not necessary for you to figure the total amount charged to the City of Tulsa (Ending Rate) per pay rate or per classification.

(ESTIMATED QUANTITIES FOR EVALUATION PURPOSES ONLY)

Rate Table

CLASSIFICATION	Pay Rate*	Hours per week	Percentage** MARK-UP RATE (No Benefits)	Percentage** MARK-UP RATE (With Benefits)
Security Officer	\$15.00	304	%	%
Security Officer I	\$15.50	248		
Security Officer II	\$16.00	1448		
Security Officer III	\$17.00	500		
Security Site Supervisor	\$19.00	50		

* The amount paid to the employee by Seller.

** Enter percentage only. Do not enter a calculated the ending rate.

Ending rate will be calculated by the formula - Rate multiplied by the sum of one plus the given percentage.

Example using a 10.00 Pay Rate and a 20% Mark-Up Rate: \$10.00 x 1.2 = (Ending Rate)

Bidder(s) may be asked to disclose the minimum hourly rate paid to their employees for each classification prior to award.

Bidder's _____ Company

Name

Authorized Signature Here ►

Printed Name: _____

RETURN THIS ENTIRE BID PACKET