9/27/2023

## **INVITATION FOR BID TAC 052G**

#### 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** Exhibit A, page 30 of the bid package as verification that you have received and are aware of the information contained herein.

#### QUESTIONS/CLARIFICATION/CHANGES:

#### **CHANGES:**

Was:

EVENT	DATE
IFB Issue Date	07/31/2023
Pre-Bid Conference	08/08/2023 at 9:30 AM CT
175 East 2 <sup>nd</sup> Street, Conf Rm 10 North, Tulsa, OK 74103	
Deadline for Questions	08/14/2023
Submitted to assigned buyer via email.	10 Days prior to IFB due date
Bid Submission Date	10/4/2023
Either mailed or delivered to City Clerk address. Bids	
are open the day after the due date.	

#### Changed to:

EVENT	DATE
IFB Issue Date	07/31/2023
Pre-Bid Conference	08/08/2023 at 9:30 AM CT
175 East 2 <sup>nd</sup> Street, Conf Rm 10 North, Tulsa, OK 74103	
Deadline for Questions	08/14/2023
Submitted to assigned buyer via email.	10 Days prior to IFB due date
Bid Submission Date	10/11/2023
Either mailed or delivered to City Clerk address. Bids	
are open the day after the due date.	

#### Standards of Performance, Section A.6 was:

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.

#### Changed to:

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 whenever there is reason to believe, based on objective evidence, that the Security Officer's ability to perform essential job functions may be impaired due to a medical condition and/or the Security Officer may pose a direct threat due to a medical condition.

#### Standards of Performance, Section A.7.d was:

General good health without physical defects or abnormalities which would interfere with the performance of Security Officer duties.

#### Changed to:

Be physically capable of performing all essential Security Office job duties, with or without reasonable accommodation.

#### **Questions:**

- 1. Is there a requirement for officers to wear body armor? No, but any guard who chooses to wear armor may do so if such is approved by the Chief of Security.
- 2. Is there a specification by the City for vacation days offered to personnel, or is it up to the Bidder to determine? While there is not a specification, it is up to the Bidder to explain what the benefits package for their employees will contain. The current vacation plan is, 1 week for the first 4 years of service and 2 weeks for 5 years or more. For example of other officers, the City of Tulsa provides its employees with 2 weeks paid vacation for years 1 through 4 and at least 3 weeks paid vacation for more than 5 years.
- 3. For the "Mark-up Rate (With Benefits)" please confirm if the benefits only refer to medical. It is up to the Bidder to provide what benefits are provided. Paragraph "M." under "Specifications" states "Details of Bidder's benefit plans must be provided with Bid."
- 4. The rate table in Exhibit A indicates 50 HPW allocated for the Security Officer III classification, however the General Specifications table on page 3 of the IFB does not have the SO III classification listed. Which is correct? There are currently no hours allotted for SO III. However, the rate should be available to accommodate growth.
- 5. Section V.3 requires the Seller to provide Umbrella Liability insurance having minimum limits of \$2,000,000. Can that specification be revised to allow the Seller to provide "Excess or Umbrella Liability Insurance"? Excess Liability does not expand the terms or scope of the



underlying general liability policy, it simply extends payout limits. Umbrella Liability is different because it broadens policy scope and expands coverage to all forms of liability, it covers any outstanding liability gaps. Insurance requirements remain the same.

- 6. Can Purchase Agreement Section 4 on page 22 of the IFB be revised as follows to clarify that annual renewals of the Agreement are contingent upon mutual agreement by the parties on renewal period pricing? No. Corrections/negotiations to our standard Purchase Agreement are not allowed.
- 7. Can Purchase Agreement Section 13 on page 22 of the IFB be revised as follows? No. Corrections/negotiations to our standard Purchase Agreement are not allowed.
  - a. Delete the remainder the first sentence after the word "claims" on line 1 and replace it with the following: "... to the extent caused by the negligence, recklessness or willful misconduct of the Seller or the Seller's subcontractors in the performance of the Agreement."
  - b. Delete the remainder of the third sentence after the word "nature" on line 4 and replace it with the following: "... to the extent caused by the negligence, recklessness or willful misconduct of the Seller or the Seller's subcontractors in the performance of the Agreement."
- 8. In the event of unforeseen cost increases that are outside of the Seller's control such as: increases in 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, can Purchase Agreement Section 20 on page 23 of the IFB be revised to provide a process that allows for rate increases? For example, to add the following at the end of the section? Or can the City propose alternative language to account for such unforeseen circumstances? See Paragraph 20 of the Purchase Agreement.
  - a. "Notwithstanding anything to the contrary, in the event that Seller experiences an increase in its costs resulting from any increase, whether or not anticipated, in or resulting from: (1) Federal, state or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Seller hereunder or by or in respect of Seller to its personnel; (2) Federal, state or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees, or wage, medical, welfare and other benefit costs under collective bargaining agreements; and/or (3) costs related to medical and/or welfare benefits and other requirements, including without limitation costs incurred by Seller pursuant to applicable federal, state and/or local law, the billing rates set forth in each Work Authorization shall be increased by a percentage equal to the percentage increase in Seller's costs resulting from the items set forth in this paragraph. Seller will provide the City notice of such change in the billing rates. Notwithstanding anything to the contrary, Seller may pass through the costs set forth in this paragraph to the City as incurred or accrued and the City shall pay Seller for such costs."



- 9. Can Purchase Agreement Section 18 on page 23 of the IFB be revised to give the Seller the reciprocal right to terminate the Agreement for convenience on 120 days' prior written notice to the City? No. Corrections/negotiations to our standard Purchase Agreement are not allowed.
- 10. Please provide a sample schedule for the shift times for each location.

## CITY OF TULSA SECURITY SAMPLE SCHEDULE

**INSTALLATION:** <u>3901-Engineering Services</u>

ADDRESS: 2317 S. Jackson Ave.

REGULAR
HRS:

128

NAME	Unarmed / Armed	MON	TUE	WED	THU	FRI	SAT	SUN	TOTAL EMP. HOURS
Shift 1	Armed	1500- 2300	1500- 2300	1500- 2300	1500- 2300	1500-2300			40
Shift 2	Armed		0000- 0700	0000- 0700			0700- 1900	0700- 1900	40
Silit 2	Affiled	2300- 0000	2300- 0000						40
		0000- 0007				0000- 0700	0000- 0700	0000- 0700	
Shift 3	Armed				2300- 0000	2300-0000	1900- 0000	1900- 0000	40
Flex	Armed			2300- 0000	0000- 0700				8
TOTAL DAILY HOURS		16	16	24	16	16	24	24	128

INSTALLATION: 3902-SLM (Stormwater & Land Management)

ADDRESS: 4502 S. Galveston Ave.

REGULAR
HRS:

NAME	Unarmed / Armed	MON	TUE	WED	THU	FRI	SAT	SUN	TOTAL EMP. HOURS
Shift 1	Armed	0000- 0800	0000- 0800	0000- 0800	0000- 0800	0000-0800			40
Shift 2	Armed				1600- 0000	1600-0000	1200- 0000	1200- 0000	40
Shift 3	Armed		1600- 0000	1600- 0000			0000- 1200	0000- 1200	40
Flex		1600- 0000							8
Flex				0800- 1600					8
TOTAL DAILY HOURS		16	16	16	16	16	24	24	136

INSTALLATION: 3903-SOM (Sewer Operations & Maintenance)

**ADDRESS:** <u>4235 N. 93<sup>rd</sup> E. Ave.</u> **REGULAR HRS:**<u>168</u>

NAME	Unarmed / Armed	MON	TUE	WED	THU	FRI	SAT	SUN	TOTAL EMP. HOURS
Shift 1	Armed	0700- 1500	0700- 1500	0700- 1500	0700- 1500	0700-1500			40
		1500	1500-	1500	1500				
Shift 2	Armed	1500- 2300	2300	1500- 2300	1500- 2300	1500-2300			40
			0001		0001		0700	0700	
Shift 3	Armed	2300- 2359	0001- 0700	2300- 2359	0001- 0700		0700- 1900	0700- 1900	40
		2337		2337					
Shift 4	Armed	0001- 0700				0001-0700	0001- 0700	0001- 0700	40
Sillit 4	Armeu				2300- 2359	2300-2359	1900- 2359	1900- 2359	40
Elay	Armed			0001- 0700					0
Flex	Affiled		2300- 2359						8
TOTAL									
DAILY HOURS		24	24	24	24	24	24	24	168

**INSTALLATION:** <u>3910-Northside WWTP</u>

**ADDRESS:** <u>5665 N. 105<sup>th</sup> E. Ave.</u> **REGULAR HRS:**<u>80</u>

						nks:			
NAME	Unarmed / Armed	MON	TUE	WED	THU	FRI	SAT	SUN	TOTAL EMP. HOURS
Shift 1	Armed	0600- 1400	0600- 1400	0600- 1400	0600- 1400	0600-1400			40
Shift 2	Armed	1400- 2200	1400- 2200	1400- 2200	1400- 2200	1400-2200			40
TOTAL DAILY HOURS		16	16	16	16	16	0	0	80

IFB Rev 11/2022



**INSTALLATION:** <u>3911-City Wide Patrol</u>

ADDRESS: 4122 E. Mohawk Blvd.

REGULAR
HRS:
40

						11101			
NAME	Unarmed / Armed	MON	TUE	WED	THU	FRI	SAT	SUN	TOTAL EMP. HOURS
Shift 1	Ammad	TBD	TBD	TBD	TBD	TBD	TBD	TBD	40
Sillit 1	Armed								40
TOTAL DAILY HOURS		8	8	8	8	8	0	0	40

**INSTALLATION:** <u>3912-Litter Abatement Operations</u>

ADDRESS: 4122 E. Mohawk Blvd.

REGULAR
HRS:

176

		nks:										
NAME	Unarmed / Armed	MON	TUE	WED	THU	FRI	SAT	SUN	TOTAL EMP. HOURS			
Shift 1	Armed	0800- 1600	0800- 1600	0800- 1600	0800- 1600	0800-1600			40			
Shift 2	Armed	0800- 1600	0800- 1600	0800- 1600	0800- 1600	0800-1600			40			
Shift 3	Armed	0800- 1600	0800- 1600	0800- 1600	0800- 1600	0800-1600			40			
Shift 4	Armed	0800- 1600	0800- 1600	0800- 1600	0800- 1600	0800-1600			40			
Shift 5	Armed						0800- 1600	0800- 1600	16			
TOTAL DAILY		32	32	32	32	32	8	8	176			
HOURS		32	32	32	32	32	G		170			

INSTALLATION: 3915- City Hall @ OTC/Communications

**ADDRESS:** <u>175 E. 2<sup>nd</sup> St.</u> **REGULAR HRS: 40** 

						ms.			
NAME	Unarmed / Armed	MON	TUE	WED	THU	FRI	SAT	SUN	TOTAL EMP. HOURS
Shift 1	unarmed	0700- 1500	0700- 1500	0700- 1500	0700- 1500	0700-1500			40
TOTAL DAILY HOURS		8	8	8	8	8			40

**INSTALLATION:** <u>3917-SSWWTP</u>

ADDRESS: 5300 SO. ELWOOD AVE.

REGULAR
HRS:
50

NAME	Unarmed / Armed	MON	TUE	WED	THU	FRI	SAT	SUN	TOTAL EMP. HOURS
Shift 1	Armed		0700- 1700	0700- 170	0700- 1700	0700-1700			40
Shift 2		0700- 1700							10
TOTAL DAILY HOURS		10	10	10	10	10	0	0	50

**INSTALLATION:** <u>3918-AB Jewell</u>

**ADDRESS:** 18707 East 21<sup>st</sup> **REGULAR HRS:**50

						1110.			
NAME	Unarmed / Armed	MON	TUE	WED	THU	FRI	SAT	SUN	TOTAL EMP. HOURS
Shift 1	Armed	0600- 1600	0600- 1600		0600- 1600	0600-1600			40
Shift 2	Armed			0600- 1600					10
TOTAL DAILY HOURS		10	10	10	10	10	0	0	50

INSTALLATION: 3919-Green Waste

**ADDRESS:** 2100 N. 145<sup>th</sup> E. Ave **REGULAR HRS: 84** 

						11140.			
NAME	Unarmed / Armed	MON	TUE	WED	THU	FRI	SAT	SUN	TOTAL EMP. HOURS
01.10.1			0001- 0600	0001- 0600	0001- 0600				40
Shift 1 Armed	1800- 2359	1800- 2359	1800- 2359	1800- 2359				42	
circ o		0001- 0600				0001-0600	0001- 0600	0001- 0600	42
Shift 2	Armed					1800-2359	1800- 2359	1800- 2359	42
TOTAL DAILY HOURS		12	12	12	12	12	12	12	84

INSTALLATION: 3921-Mohawk Water Treatment Plant

ADDRESS: 3600 Mohawk Blvd.

REGULAR
HRS:
50

						1110.			
NAME	Unarmed / Armed	MON	TUE	WED	THU	FRI	SAT	SUN	TOTAL EMP. HOURS
Shift 1	Armed	0600- 1600	0600- 1600	0600- 1600	0600- 1600				40
Shift 2	Armed					0600-1600			10
TOTAL DAILY HOURS		10	10	10	10	10			50

**INSTALLATION:** <u>3913- Mohawk Park Patrol</u>

ADDRESS: 4122 E. Mohawk Blvd.

REGULAR
HRS:

24

NAME	Unarmed / Armed	MON	TUE	WED	THU	FRI	SAT	SUN	TOTAL EMP. HOURS
Shift 1	Armed						0900- 2100	0900- 2100	24
TOTAL DAILY HOURS							12	12	24

**INSTALLATION:** <u>3913-Parks Pools</u>

ADDRESS: 4122 E. Mohawk Blvd.

THIS IS Per Year

REGULAR
HRS:

1852

NAME	Unarmed / Armed	MON	TUE	WED	THU	FRI	SAT	SUN	TOTAL EMP. HOURS
Shift 1	Armed	1100- 1700	11-1700	1100- 1700	1100- 1700	1100-1700	1100- 1700		400
Shift 2	Armed	1100- 1700	1100- 1700	1100- 1700	1100- 1700	1100-1700		1100- 1700	400
Shift 3	Armed	1100- 1700	1100- 1700		1100- 1700	1100-1700	1100- 1700	1100- 1700	400
Shift 4	Armed	1100- 1700		1100- 1700	1100- 1700	1100-1700	1100- 1700	1100- 1700	400
Shift 5	Armed		1100- 1700	1100- 1700	1100- 1700	1100-1700	1100- 1700	1100- 1700	252
Simit 5	1 miles								
TOTAL DAILY HOURS		32	32	32	32	32	8	8	1852

# **Invitation for Bid (IFB)**

**TAC 052G** 

Supplies or Services Requested: Security Services

**Department: Asset Management** 

**NIGP Commodity Code(s):** 

990-46

## **Solicitation Schedule**

EVENT	DATE
IFB Issue Date	9/5/2023
Pre-Bid Conference	9/20/2023 at 11:30 AM CT
175 E 2nd St., 10 North Conf. Room, Tulsa, OK 74103	
Deadline for Questions	9/25/2023
Submitted to assigned buyer via email.	10 Days prior to IFB due date
Bid Submission Date	10/11/2023
Either mailed or delivered to City Clerk address. Bids are open the day after the due date.	

If You have any questions or need additional information, contact the Assigned Buyer:

Julie Miller | jamiller@cityoftulsa.org
All questions should be emailed with TAC 052G on the subject line.

#### Submit Bids (sealed) to:

City of Tulsa – City Clerk's Office 175 E. 2<sup>ND</sup> St., Suite 260 Tulsa, OK 74103

Bids (2 total:1 original, 1 copy) must be sealed and either mailed or delivered. Write the Bid Number, Supplies or Service requested (as listed above), and Bid Opening Date on the lower left corner of the outside of Your Bid envelope. Feel free to use included packing slip. No faxed or emailed Bids will be considered. Barring certain circumstances (Section III-5), Bids received after the stated date and time will evolve be accepted and will be returned to the Bidder unopened.





#### I. STATEMENT OF PURPOSE:

#### 1. Overview and Goals

The goal of this IFB is to secure a source to purchase Security Services for use by the Asset Management Department.

#### 2. Term of Contract

The City intends to award a one-year annual contract. The City may offer the Seller the opportunity for additional one-year terms. The City also reserves the right to make multiple or partial awards. To do business with the City, You must agree to the terms and conditions of the City's standard Purchase Agreement, indicated by Your Authorized Agent's signature on the Purchase Agreement.

Capitalized terms used in this IFB and not defined in the Purchase Agreement shall have the meanings as ascribed to them in Title 6, Chapter 4 of the <u>Tulsa Revised Ordinances</u>.

The entire Invitation for Bid (IFB), including any additional information submitted by Bidder and Accepted by City will be included as part of the Agreement between Seller and City. **All sheets of this IFB (including Sections I-V) must be submitted**.

#### **Authorized Agent**

Several parts of the Bid (Affidavits, Purchase Agreement) must be signed by an "Authorized Agent." An 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. For instance, 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.
- o **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.



#### II. SCOPE OF SERVICES AND SPECIFICATIONS

#### 1. Scope of Services

The City is requesting Bids for Security Services for use by the Asset Management Department.

#### **Delivery Requirements**

All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the 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.

Absolutely no items over 500lbs. may be directly shipped to the City requiring the City personnel to unload from the shipping truck or trailer. The City carries no responsibility for any damages incurred during an unloading occurrence. All unloading shall be the responsibility of the Seller and/or shipping entity.

#### 2. Specifications

#### **GENERAL:**

Service must meet all Specifications herein.

On Exhibit A "Delivery and Pricing" 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. Pay rates for each classification are set out on Exhibit A. 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.

Security service will be required at various locations including but not limited to the following list. (Times of service requirements, including individual shift and total weekly hours, and numbers of locations are subject to change at City's sole discretion. These locations and number of hours are based on City's historical date and are for planning purposes only.)

Location	Primary Position/ Classification	Classification Hours 1	Secondary Position/ Classification	Classification Hours 2	Total Hours Per Week
Communications	SO I	40			40
Engineering Services	SO II	128			128
SWLM	SO II	136			136
SOM	SO II	168			168
Northside WWTP	SO II	80			80
City Wide Patrol	SSS	40			40
Litter Abatement Crew Leader	SO II	176			176
Southside WWTP	SO II	50			50
A.B. Jewell WTP	SO II	50			50
Green Waste Site	SO II	84			84
Mohawk WTP	SO II	50			50
Parks Seasonal, Pools & Mohawk Park	SO II	3100			3100 p/y
Other Posts as Required		Varies			



#### **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 12 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: <a href="mailto:mweston@cityoftulsa.org">mweston@cityoftulsa.org</a>, Lee Isaac: <a href="lisaac@cityoftulsa.org">lisaac@cityoftulsa.org</a>, Accounts Payable: <a href="mailto:apinvoices@cityoftulsa.org">apinvoices@cityoftulsa.org</a>. 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 invoices, 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 five (5) years in the State of Oklahoma with a continuous record of at least two times the current hourly staff requirements herein for the past 2 years. The Seller shall be currently operating its Tulsa office with at least two (2) times the current hourly staff requirements needed for this Agreement at the time of Bid.
- B. Seller shall furnish licensed uniformed officers to perform security services at the premises and events described herein. 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, 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 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 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 sixteen (16) 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/herself. 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 and windows-based computer programs, 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 1day of qualification unless authorized by the City of Tulsa Chief of Security. Acceptable weapons shall be as set by CLEET in OS.T.59, providing they are Glock model 17 gen 4 or 5, .9 mm weapons for officers certified on semi-auto with complete duty belts in high plain black leather 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 who complete the State of Oklahoma Patrol Rifle course and upon approval from the City's Chief of Security will be authorized to carry a department issued rifle chambered in a 5.56 mm or .223 caliber rifle. 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 Speer LE GOLD DOT 124gr GDHP or equivalent quality/ballistic rated duty ammo. Some officers may be required to certify with Axon Taser Conducted Energy Weapons and required to carry a departmental issued Axon Taser Conducted Energy Weapon.

- L. Bidder shall submit an information packet with Bid, 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 IFB.
- M. <u>Benefits:</u> 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 with Bid.
- N. <u>Training:</u> 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 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. This information shall be included with Bid.
- 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 outerwear for winter. Certain assignments require heavier, more durable uniforms than normally used by Seller's officers. All uniforms require City approval.

17

#### **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, supervisors, and account managers must exercise courtesy, respect, and professionalism.

#### **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. Officers, supervisors, 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 Agreement 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.
  - 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 whenever there is reason to believe, based on objective evidence, that the Security Officer's ability to perform essential job functions may be impaired due to a medical condition and/or the Security Officer may pose a direct threat due to a medical condition.
  - 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. Be physically capable of performing all essential Security Office job duties, with or without reasonable accommodation.
  - 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 Agreement 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

#### 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 City's 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 City's 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

#### **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 City's 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 tooks as required as
  - 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 positions 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.
- 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 City's 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.

#### 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
- Maintains 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 City's 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

#### III. BID SUBMISSION INSTRUCTIONS AND INFORMATION

- 1. <u>Bidder Registration</u>: To ensure timely updates and alerts about business opportunities with the City, interested Bidders should register as a Bidder with the City. To register, interested Bidders should complete the City's online vendor registration form (<u>linked here</u>). If You have any questions, email Cheryl Quin at <u>purchasing@cityoftulsa.org</u> or check the City's <u>"Selling to the City" Website.</u>
- 2. <u>Pre-Bid Conference</u>: If a pre-Bid conference is required, see the first page for time and location.

Attendance Requirement

- 3. Questions and Concerns: As You prepare Your Bid response, You may have questions or points of clarification around this Solicitation. Any questions or comments about this Invitation for Bid must be sent <u>via e-mail</u> to the buyer listed on the first page "Assigned Buyer" and be received at least 10 Days prior to the Bid Submission Date. Please include the IFB Bid number (as indicated on the title page) on all communications. Bidders may only communicate with the City through the Assigned Buyer communication with other City staff could result in disqualification.
- 4. <u>Issuing of Addenda</u>: The City may addend or amend its IFB at any time before the Bid Submission Date. In addition to registering as a Bidder with the City, Bidders can check the "Purchasing Bid Opportunities & Results" page on the City Website for the latest updates (<u>linked here</u>). Any such amendments shall become a part of the Agreement. You must acknowledge receipt of any Addenda or Amendments by writing in the issued Addenda numbers on Exhibit A Delivery and Pricing. City may reject any Bid that fails to acknowledge any Addenda or Amendments.
- 5. <u>Submission and Receipt of Bids</u>: The City requires two completed Invitation for Bids: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy." Use the Bidder Checklist to ensure Your Bid includes all required components. If a copy on electronic media is also required, the box below will be checked.

□ Electronic Copy also required.

Bids must be received no later than 5:00 PM (CST) on the Bid Submission Date (see first page) and delivered to:

City of Tulsa - City Clerk's Office 175 East 2<sup>nd</sup> Street, Suite 260 Tulsa Oklahoma 74103

Bids must be sealed and either mailed or delivered. The package, container, or envelope should contain <u>both</u> of Your completed Bids, the original and the copy. Please use the provided label on the last page of this IFB to clearly write the Bidder's legal name and Bid number on the <u>outside</u> of the package, container, or envelope. No faxed or emailed Bids will be considered.

Bids received after the stated date and time **will not be accepted.** The timestamp clock located at the City Clerk's Office on the second floor of City Hall at 175 East 2nd Street, Suite 260, Tulsa, Oklahoma, 74103 is the City's official bid clock for this IFB. Timeliness of Bid submittals will be determined using only this clock.



24

#### Exceptions to Timeliness Requirement

The Purchasing Agent, at his/her sole discretion, may make exceptions only for the following reasons:

- City Hall closed for business for part or all of the day on the date the response was due;
- If the Purchasing Agent deems it appropriate due to large-scale disruptions in supply chains and the transportation industry that may have prevented delivery as required;
- If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.

In the event that the Bid submittal is delivered after the time specified and does not meet the exceptions listed above, the Bid will not be accepted and the submittal envelope will not be opened.

The City will not be liable for delays in delivery of Bids to the City due to handling by the U.S. Postal Service, or any other type of delivery service. The City reserves the right to postpone the date and time for submittal of Bids at any time prior to the Bid Opening Date or to delay or reschedule the Bid Opening Date for its own convenience.

The City reserves the right to cancel, revise, or amend this IFB and associated bidding documents up to the time specified for receipt of Bids.

**6.** <u>Bid Opening</u>: 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 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor, Tulsa, Oklahoma.

#### IV. BID EVALUATION AND AWARD

- 1. <u>Bid Evaluation</u>: The Assigned Buyer and departmental staff will work together to determine the winning Bid. Generally speaking, the Bid award will go to the <u>Lowest Secure Bidder</u>: the Supply or Service that can best meet the City's needs at the lowest cost. In addition to price and specifications, the Buyer and departmental staff may also evaluate Bidder history and experience, delivery time, maintenance requirements, and performance data, among other factors.
- 2. <u>Bid Rejection or Withdrawal</u>: The City may reject any or all Bids in whole or in part. Reasons a Bid may be rejected include, but are not limited to the following:
  - A submitted Bid does not contain all the necessary materials, signatures, and/or affidavits (listed on the included checklist);
  - The Bid does not meet specifications and requirements in some material way;
  - The Bidder holds outstanding debt to the City;
  - The Bidder adds additional terms and conditions that modify IFB requirements or attempt to limit Bidder's liability to the City.

City reserves the right to waive minor deficiencies of specifications, technicalities or informalities in a Bid, provided that the best interest of the City would be served without prejudice to the rights of other Bidders. Bid withdrawal, meanwhile, may only be accomplished by having an Authorized Agent request the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.



3. <u>Bid Award Recommendation and Appeal</u>: Upon confirming the Bid recommended for selection, the Assigned Buyer will email all participating Bidders a memo announcing the recommended Bid. This email will also share the time, date, and virtual meeting link for the Standard, Specifications, and Award (SSA) committee meeting where the Bid award recommendation will be reviewed.

If approved by SSA, the award recommendation is then sent to the Mayor for the Mayor's final approval. SSA meetings are held Thursdays at 8:30am in the City of Tulsa Council Meeting Room, 175 East 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor, Tulsa, Oklahoma. The meeting will be held on a given Thursday at 8:30 am, depending on when the Bid award has been determined. During this meeting, Bidders who are not recommended for award can issue an appeal and ask that the Bid award be reconsidered. Bidders who are not recommended for award can also email the Assigned Buyer prior to the SSA meeting if they have any questions or concerns regarding the award recommendation.

If/when the Bid award is approved by the SSA committee, the City will make available on the City's Purchasing Website a summary of Bids received generally within 5 working days after the Bid Opening Date. After a Bid 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. All Bid awards are subject to Acceptance by the City.

#### V. BID PROCESSING

1. Forms, Notice to Proceed, and Irrevocability of Offer: If the City Accepts Your Bid, You will have ten (10) Days from notification of the Acceptance to provide a completed IRS form W-9. You cannot start work until authorized to do so by the Purchasing Agent or a representative.

Bidder understands and acknowledges that the offer submitted as the Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until the date the City Accepts the Bid or \_\_\_\_365\_\_\_ Days after the Bid Opening Date, whichever is earlier.

2. Purchase Order Without Contract: If the successful Bid is less than One Hundred Thousand Dollars (\$100,000), the City, in its sole discretion, may Accept the Bid upon written approval of the Mayor rather than execute the Purchase Agreement. Instead, the City will purchase the Supplies and/or Services by issuing a purchase order. In any event, the terms of this IFB will govern the transaction and be enforceable by the City and Seller.

#### 3. Insurance:

Yes: ⊠ No: □

Seller and its subcontractors must obtain at Seller's expense and keep in effect so long as City is purchasing Supplies or Services from Seller pursuant to this Bid, policies of insurance in the minimum amounts set forth below and Workers' Compensation and Employer's Liability insurance in the statutory limits required by law.

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Automobile Liability: Combined Single Limit (CSL), each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)
Umbrella Liability	\$2,000,000

**Seller's insurer must be authorized to transact business in the State of Oklahoma.** Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer

Seller shall not cause any required insurance policy to be cancelled nor permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

4. Bonding: Yes: □ No: ⊠

5. Federal Funding: Yes: □ No: ⊠



If yes, number of references required: 3

No: □\_

	following information must be included: Company Name, Contact Number, E-Mail Address, and the supplies or services provided.
Company Name:	
Contact Name:	
Address:	
Phone Number:	
Email Address:	
Description of	
Supplies/Services Provided:	
Company Name:	
Contact Name:	
Address:	
Phone Number:	
Email Address:	
Description of	
Supplies/Services Provided:	
Company Name:	
Contact Name:	
Address:	
Phone Number:	
Email Address:	
Description of	
Supplies/Services Provided:	

6. References:

Yes: ⊠

#### **EXHIBIT A - DELIVERY AND PRICING**

Bidder's Legal Name:  (Must be Bidder's company name as reflected on its organizational documents, filed with the state in which Bidder is organized)
<b>Delivery:</b> If Your Bid is Accepted, state the number of Days You need to deliver the Supplies and/or
to begin providing Services:

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

#### Pricing:

#### **Rate Table**

CLASSIFICATION	Pay Rate*	Hours per week	Percentage** MARK-UP RATE (No Benefits)	Percentage** MARK-UP RATE (With Benefits)
Security Officer	\$18	0		
Security Officer I	\$19	40		
Security Officer II	\$21	922	%	%
Security Officer III	\$22	50		
Security Site Supervisor	\$24	40		

<sup>\*</sup> The amount paid to the employee by Seller.

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.

THE CITY DOES NOT GUARANTEE ANY SPECIFIC QUANTITY OR NUMBER OF PURCHASES, IF ANY, THAT WILL BE MADE DURING THE AGREEMENT TERM.

**Annual Price Adjustment.** The prices bid for any Supplies and/or Services shall not increase during the first year of the term of the Agreement. However, if You anticipate that You will not be able to maintain firm prices after the first year of the term, You may request an annual change in price using one of the following methods:

a.	The increase is limited to the change in the Consumer Price Index from BLS
	Table 1* (web link below) from the prior year

h	Or the follo	wing fived	percentage:	0/2
	. <i> </i>	)///II	Dercemade	/0

\*Web Link: https://www.bls.gov/news.release/cpi.t01.htm



<sup>\*\*</sup> Enter percentage only. Do not enter a calculated ending rate.

Addenda
The Bidder acknowledges receipt of Addenda to the IFB as follows. (Please write in each Addenda number issued, if applicable):

		Addenda #	Addenda #	Addenda #	Addenda #	Addenda #
State	of Organization:					
Bidde	r's Type of Legal Ent  ☐ Sole Proprietorsh  ☐ Partnership  ☐ Corporation  ☐ Limited Liability C	ip	☐ Limited Lia	artnership ability Partnershi ability Limited Pa	rtnership	
Bidde	r's Address:	eet	City	State	· Zip (	Code
Bidde	r's Website Address	:			·	
	Contact:				Legal Notice:	
Name:	·		<u></u>	Name:		
Title/P	osition:			Title/Position	:	
				-		
				State:		
Phone	:			Phone:		
Email:				Email:		
How	did you learn abo	out this busine	ess onnortun	ity with the (	City of Tulsa	?
			os opportun	my with the c	only of Tuisa	•
	Email from Assigned	•				
	City of Tulsa Websit Tulsa World posting	<del>U</del>				
	Purchasing search	engine				
	Industry colleague	,,,g,,,o				
	Other:		_			



# **AFFIDAVIT**NON-COLLUSION, INTEREST, AND CLAIMANT

STATE	OF		<del>)</del>	
COUNT	Y OF		)ss. <u>)</u>	
l,	(Seller's Auth	orized Agent)		, of lawful age, being first duly sworn, state that
1.	collusion between	een and among Bidd	ers and municipal government perso	urposes of certifying facts pertaining to the existence officials or employees, as well as facts pertaining to the connel in return for special consideration in the letting of arent is attached.
2.				nding the making of Seller's Bid to which this statement lved in the proceedings leading to the submission of suc
3.	Neither the Sela. b. c.	to any collusion ar respond at a fixed to any collusion w prospective contra in any discussions	mong Bidders in reapprice or to refrain for the price or to refrain for the price or to any other than the price of the pr	rection or control has been a party: estraint of freedom of competition by agreement to from responding, official or employee as to quantity, quality, or price in the ner terms of such prospective contract, nor and any municipal official concerning exchange of mone asideration in the letting of a contract.
4.	the Bidders bu following office	isiness or such a per-	centage that const of the City of Tulsa	ly or indirectly owns a five percent (5%) interest or more titutes a controlling interest. Affiant further states that the own an interest in the Bidders business which is less that
5.	All invoices to	be submitted pursuan	t to this agreement	t with the City of Tulsa will be true and correct.
6. That the work, services or material furnished will be completed or supplied in accordance specifications, orders, requests or contract furnished or executed by the affiant. Affiant further has made no payment directly or indirectly to any elected official, officer or employee of the City of public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiar that (s)he has complied with all applicable laws regarding equal employment opportunity.				or executed by the affiant. Affiant further states that (s) hed official, officer or employee of the City of Tulsa or of armoney or any other thing of value to obtain payment of the ant to which an invoice is submitted. Affiant further certificant
			By:	Signature
Subscri	bed and sworn t	o before me this	day of	, 20
Notary I	Public			
My Con	nmission Expires	S:		

The Affidavit must be signed by an Authorized Agent and notarized



Notary Commission Number:

#### **PURCHASE AGREEMENT**

(Page 1 of 5)

**INSTRUCTIONS:** Bidder must properly sign and return this document or Bid may be **rejected**. Your signature on this document indicates You have read and understand these terms and conditions and agree to be bound by them.

**THIS PURCHASE AGREEMENT** is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 2<sup>nd</sup> 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 DBA and address) (the "Seller").

#### WITNESSETH:

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

#### **TAC 052G Security Services**

(the "Supplies and/or Services").

WHEREAS, Seller submitted a Bid and desires to provide the Supplies and/or Services to City;

WHEREAS, Seller acknowledges that its signature on this Purchase Agreement constitutes an irrevocable offer to provide the Supplies and/or Services specified in the Agreement and that if Accepted by the City's Mayor, this document will become the contract for such Supplies and/or Services.

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

#### 1. Definitions.

- 1.1. "Acceptance" or "Accepts" with respect to a Bid means either (1) City's execution of the Purchase Agreement, or (2) Mayor's written approval of the Bid award recommendation and issuance of a purchase order on behalf of the City if the purchase is for an amount less than One Hundred Thousand Dollars (\$100,000) and the City determines it is in its best interests.
- 1.2. "Acceptance" with respect to delivery of the Supplies and/or Services shall mean City's written acknowledgment that Seller has satisfactorily provided such Supplies and/or Services as required.
- 1.3. "Addenda" "Addendum" or Amendment(s)" means a clarification, revision, addition, or deletion to the Invitation for Bid by City which will become a part of the agreement between the parties.
- 1.4. "Agreement" consists of the Invitation for Bid and the Purchase Agreement.
- 1.5. "Bid Opening Date" means the date the Bid is opened by the City.
- 1.6. "Bid Submission Date" means the date the Bid is due from Bidder to the City.
- 1.7. "City" means the City of Tulsa, Oklahoma.
- 1.8. "Days" means calendar days unless otherwise specified.
- 1.9. "Invitation for Bid" or "IFB" consists of the following documents: Cover page, Sections I-V, Exhibit A Delivery and Pricing, Affidavit(s), Purchase Agreement, and Bidder Checklist.
- 1.10. "Primary Seller" means the Seller whose Bid City Accepts as the principal seller of the Supplies and/or Services required.
- 1.11. "Purchasing Ordinance" means Tulsa Revised Ordinances, Title 6, Chapter 4 et seq.
- 1.12. "Secondary Seller" means the Seller whose Bid City Accepts as a back-up seller in the event the Primary Seller is unable to provide all the Supplies and/or Services.
- 1.13. "Seller" means the Bidder whose Bid City Accepts.
- 1.14. "Specifications" means the technical and/or performance requirements for the Supplies or Services.
- 1.15. "You" or "Your" means the Bidder responding to this Invitation for Bid or the Seller whose Bid the City Accepts.
- 1.16. "Website" means the City of Tulsa's website for the Purchasing Division: www.cityoftulsa.org/purchasing
- 2. **Order of Precedence.** Capitalized terms used but not defined herein will have the respective meanings given to them in the Purchasing Ordinance. In the event of conflicting or ambiguous language between this Purchase Agreement, any of the other Agreement documents, and additional information submitted by the Seller and Accepted by City, the parties shall be governed first according to this Purchase Agreement, second according to the remainder of the documents included in the Agreement and third according to any additional information submitted by Seller and Accepted by City.
- 3. **Purchase and Sale.** Seller agrees to sell City the Supplies and/or Services for the price and upon the delivery terms set forth on Exhibit A Delivery and Pricing. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of Supplies and/or Services priced by unit, or (b) the total price for a stated quantity of Supplies and/or Services, upon (i) delivery of the Supplies 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.



#### PURCHASE AGREEMENT

(Page 2 of 5)

4. **Term.** The term of the Agreement begins on the date the Mayor/Mayor Pro Tem of the City of Tulsa executes this Purchase Agreement and terminates one year from that date. City in its sole discretion may offer Seller an opportunity to renew this Agreement up to 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. City's continuing purchase of the Supplies 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 1<sup>st</sup> to June 30<sup>th</sup>) in which City purchases Supplies and/or Services. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement is null and void without further action by City.

The City may extend the Agreement for ninety (90) days beyond a final renewal term at the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. The City, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions upon the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Seller.

- 5. Supplies Warranty. With respect to all Supplies to be delivered under this Agreement, Seller warrants to City that such Supplies will be of good materials and workmanship and free from defects and will conform to the Specifications provided by City. In addition, Seller shall assure that the Supplies purchased hereunder are covered by all available and applicable manufacturers' warranties for such Supplies and expressly agrees that it will be responsible for performing all warranty obligations set forth in the Specifications for the Supplies.
- 6. **Services Warranty.** With respect to all Services to be performed under this Agreement, Seller warrants that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in accordance with the Specifications provided by Citv.
- 7. **Warranty Period.** Seller agrees that all warranties set forth herein will remain in effect for a period of one (1) year from the date City Accepts the Supplies and/or Services, or as specified in the Specifications, whichever is later. Seller shall not disclaim or otherwise limit the express warranties set forth herein.
- 8. Warranty Remedies. City shall notify Seller if any of the Supplies and/or Services fails to meet the warranties set forth above. If the failure is with Supplies, then Seller shall promptly correct, repair or replace such Supplies at its sole expense and/or if the failure is with a Service, then Seller shall promptly reperform such Service at Seller's sole expense. Notwithstanding the foregoing, if City determines that such Supplies and/or Services are defective or non-conforming within the first thirty (30) Days after the date of Acceptance by City, then Seller at City's option shall refund the entire purchase price, and, in the case of Supplies, City shall promptly return such Supplies to Seller. Seller shall pay all expenses related to the return of such Supplies to Seller.
- 9. **Rejection, Seller Bears Risk.** All Supplies and Services purchased in the Agreement are subject to approval by the City. Rejection of Supplies or Services, resulting because of nonconformity to the terms, conditions, and Specifications of this Agreement, whether held by the City or returned, will be at Seller's risk and expense. Seller shall bear the risk of loss or damage at all times until the Acceptance of the Supplies or Services by City.
- 10. **Force Majeure.** Seller will not be responsible for delays in delivery of the Supplies or Services due to acts of God, government action or inaction, fire, war, or riot, provided Seller notifies the City immediately, in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery of the Supplies or Services will be extended for a period equal to the time lost due to the reason for delay.
- 11. Conflict of Interest. By signing this Purchase Agreement, Seller covenants that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire an interest that conflicts in any manner or degree with the Supplies or Services required to be provided or performed under the Agreement. Furthermore, Seller shall not employ any person or agent having any such conflict of interest. In the event that the Seller or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from this contract, as the City requests.
- 12. **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. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
- 13. Liability/Indemnification. Seller shall hold City harmless for any loss, damage or claims arising from or related to its performance of the Agreement. Seller must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Supplies, Services, labor, or materials furnished by Seller or Seller's subcontractors under this Agreement. In addition, 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.



#### **PURCHASE AGREEMENT**

(Page 3 of 5)

- 14. **No liens**. Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Seller shall deliver all Supplies to City free and clear of liens. Delivery by Seller to City of Supplies which are subject to liens shall be a material breach of the Agreement and all damages and costs incurred by City because of the existence of such liens shall be paid to City by Seller. At City's option, City may return such Supplies to Seller and Seller shall pay the cost of returning such Supplies and reimburse City for any payments made for such Supplies.
- 15. **No Insurance by City.** If City is leasing Supplies 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.).
- 16. **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 this Agreement or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
- 17. **Compliance with Laws.** Seller shall comply, and ensure its subcontractors used in the performance of this Agreement comply 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 its subcontractors to be used in the performance of this 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.
- 18. **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 City terminates this Agreement, City shall be liable only for payment for Supplies 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.
- Payment. Invoices should be e-mailed to the City of Tulsa Accounts Payable at: <a href="mailto:apinvoices@cityoftulsa.org">apinvoices@cityoftulsa.org</a>. Payment will be made net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Supplies or Services, whichever is later.

Each invoice must be fully itemized, identifying Supplies provided and/or Services performed, and must bear the purchase order number assigned by the City.

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals and other written documents relating to the Supplies or Services. Packing lists shall be enclosed in each and every box or package shipped pursuant to this Agreement, indicating the content therein.

- 20. **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. Notwithstanding the foregoing, after the first year of the term, the Seller may request a price increase in addition to any other price increase set forth in this Agreement. In its sole discretion, the City may approve the request if it determines that such price increase is in the City's best interest.
- 21. **Right to Audit.** Seller agrees that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Supplies and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. City requires Seller 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, Seller shall maintain the records 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.
- 22. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement will be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the following:

To Seller: Contact for Legal Notice as specified on Exhibit A – Delivery and Pricing form.

To CITY: City Clerk

CITY OF TULSA, OKLAHOMA 175 E. 2<sup>nd</sup> Street, Suite 260 Tulsa, Oklahoma 74103

With a copy to: Tulsa Purchasing Division

175 E. 2<sup>nd</sup> Street, 15<sup>th</sup> Floor Tulsa, OK 74103

23. **Relationship of Parties.** The Seller is and shall always remain 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 will be deemed to be employees of the City for any purpose whatsoever, and none will be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment of all employee wages and



#### **PURCHASE AGREEMENT**

(Page 4 of 5)

salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship among the parties. No party will have any right, power or authority to act as a legal representative of another party, and no party will 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.

- 24. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or will be deemed a third-party beneficiary of this Agreement.
- 25. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement. The Agreement is subject to cancellation by the City for Seller's failure to deliver on time. All deliveries are required F.O.B to the City's facilities. For any exception to the delivery date specified in the Agreement, Seller shall give prior written notification and obtain written approval from the City. The Acceptance by the City of later performance with or without objection or reservation shall neither waive the City's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Seller.
- 26. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
- 27. Headings. The headings used herein are for convenience only and will not be used in interpreting this Agreement
- 28. **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.
- 29. 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.
- 30. **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.
- 31. **Entire Agreement**. The entire agreement between City and Seller is contained in the Agreement. No verbal agreement between the parties is binding. Any scope of services, scope of work, quote, invoice, acknowledgment or other communication or other document issued by Seller in connection with this Agreement will be for the purposes of describing in greater detail the Supplies and/or Services (as applicable) to be provided. Seller's rejection or modification of the terms set forth in the City's IFB is void and of no effect, unless any such modification improves upon the City's terms or Specifications, in which case the improvement is accepted. Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that City may reject the Bid as non-responsive.
- 32. Amendment/No Assignment. The 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 Supplies and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
- 33. **Multiple Counterparts.** This Purchase Agreement may be executed in several counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.
- 34. Interpretive Matters and Definitions. The following interpretive matters shall be applicable to this Agreement:
  - 34.1. 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;
  - 34.2. 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;
  - 34.3. Any reference to any applicable laws will be deemed to include all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;



#### **PURCHASE AGREEMENT**

(Page 5 of 5)

- 34.4. The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
- 34.5. All words used in this Agreement will be construed to be of such gender, number or tense as circumstances require.
- 35. **Equal Employment Opportunity.** Seller agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
- 36. 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.

IMPORTANT NOTE: This document must be signed by Authorized Agent. 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.

Seller Company Name:				
Sign Here ▶				
ATTEST:	Printed Name:			
	Title:			
Corporate Secretary				
Corporate Secretary	<u>Date:</u>			
CITY OF TULSA, OKLAHOMA, a municipal corporation,				
ATTEST:	By: Mayor			
011.01.4	Date:			
City Clerk				
APPROVED:				
Assistant City Attorney				



#### **BIDDER CHECKLIST**

Use this checklist to ensure You have properly read and completed <u>all</u> documents listed below. This document (the IFB) contains all the following materials, which must be completed and returned to the City of Tulsa City Clerk's Office in a mailed envelope with the affixed packing label (found on the last page). Each of these documents will form the resulting Agreement between the City and Seller.

Remember: Bids must be sealed and either mailed or delivered. Please use the provided label to clearly write the Bidder legal name and Bid number on the <u>outside</u> of the package, container, or envelope. The package, container, or envelope should contain <u>both</u> of Your completed Bids, the original and the copy. No faxed or emailed Bids will be considered. Unless otherwise stated herein, Bids received after the stated date and time **will not be accepted.** 

Diddor's Norse		
Bidder's Name:		

BIDDER CHECKLIST				
BIDDER DOCUMENTS	PAGES	INCLUDED?		
Addendum #1	1-11			
Notice of Invitation for Bid (Cover page and Sections I-IV)	12-13, 24-26			
Specifications	14-23			
Certificate(s) of Insurance	27			
References (if applicable)	28			
EXHIBIT A: Delivery and Pricing	29-30			
Affidavits Signatures of Authorized Agent and notarization required	31			
Purchase Agreement  Complete legal name in first paragraph and signature block.  Signature by Authorized Agent required.	32-36			

#### **PACKING LABEL**

## **Top Left Corner of Label**

FROM: Name Your Company Name Street Address City, State, Zip Code

## City of Tulsa – City Clerk's Office

175 East 2<sup>nd</sup> Street, Suite 260 Tulsa, OK, 74103

## **Bidder Submission For:**

BID#: TAC 052G

BID DESCRIPTION: Security Services

Please affix this label on the package, container, or envelope containing Your two completed Bids: one labeled "Original," the other labeled "Copy." We recommend that both Bids (original and copy) be sent in the same envelope.

This label ensures that Your Bid will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the Bid number). Bids must be sealed and either mailed or delivered to the City Clerk's Office. Bids must also be received no later than 5:00 PM (CST) on date listed on the first page of the IFB.