

NOTICE TO BIDDERS

Sealed bids will be received in the Office of the Ottawa County Clerks at 102 East Central Avenue, Suite 103 in Miami, Oklahoma 74354 until 9:05 AM on October 15th, 2024. Bids will then be opened and read aloud by the Board of Ottawa County Commissioner on the following:

The Ottawa County Sheriff's Office is looking for bids for the following project to be done within the Ottawa County Jail:

FIRE ALARM SYSTEM:

Our base system pricing is based upon providing the following equipment and services:

- **Furnish and install a new fire alarm control panel with cellular DACT, surge suppressor and backup batteries in a battery enclosure**
- **Furnish and install a fire alarm document box near the fire panel to house fire alarm drawings as required by code**
- **Furnish and install a new remote annunciator at the main entrance to replace the existing remote annunciator**
- **Furnish and install new addressable fire alarm pull stations to replace existing devices and add a device in the office area**
- **Furnish and install new addressable sensor bases with smoke sensor heads to replace existing devices and add devices in the old medical room and evidence room**
- **Furnish and install new security vandal guards over smoke detectors in areas accessible to inmates**
- **Furnish and install new addressable sensor bases with heat sensor heads to replace existing devices**
- **Furnish and install new addressable monitor modules to replace existing devices and add a device for monitoring of the kitchen hood suppression system**
- **Furnish and install new addressable duct smoke detectors to replace existing devices for RTUs 1, 2, 3, 4, 6 & 8.**
- **Furnish and install new addressable 8 Amp relay modules to replace existing devices for shut down of RTUs 1 through 8 (RTUs 5 & 7 are provided with a relay only)**
- **The sampling detectors will use a sample tube in the cell return ducts to draw in air for smoke detection. This replaces the inaccessible existing smoke detection and one unit will serve ducts for two cells in the common chases**
- **Furnish and install new horn strobe devices to replace existing devices**
- **Furnish and install new strobe only devices to replace existing devices**
- **Furnish and install a new weatherproof horn strobe device to replace the existing FDC notification device**
- **Furnish and install new conduit/raceway required for access to D Pod**
- **Furnish and install new cabling in D Pod required as a result of vandalism by inmates**
- **Furnish and install additional fire alarm cable in areas where cable has been damaged, up to a maximum 6,000 feet of fire alarm cable**
- **Furnish additional 40 hours for troubleshooting and repair of intermittent ground faults and an open NAC circuit trouble**

- **This proposal does not include any repairs to vandalized equipment once it has been installed. If installed equipment is vandalized and requires repair or replacement, a quote for the equipment, materials and labor will be provided to the Jail. This will allow the Jail administration to have a trackable cost assignable to the vandals for restitution.**
- **This proposal does not include any fire watch that may be required during the replacement process. The Jail will be responsible for any required fire watch.**
- **Johnson Controls will not be responsible for any previously damaged non-fire alarm equipment that is required to interface with the fire alarm, be it damage from inmates or the previous fire alarm vendor. Any damaged equipment that must interface to the fire alarm system will be reported if/when found and the Jail will be responsible for repairs to the damaged equipment.**
- **120 VAC circuits for the fire alarm system panel is to be reused from existing panel equipment being removed.**
- **Furnish labor for system design drawings, project management, programming, installation and commissioning of the fire alarm system components**
- **Johnson Controls will submit the fire alarm drawings and equipment data sheets to the AHJ for permitting purposes. No work will begin on site until a fire alarm permit has been issued by the AHJ or the AHJ has authorized the work to commence**
- **Furnish labor to provide operational training to Owner designated personnel.**
- **Provide a one year warranty on equipment and labor for the fire alarm system.**

Thank you
David Dean
Ottawa County Sheriff

Bids submitted must be clearly marked on the outside of a sealed envelope:

A Mandatory Pre-Bid Conference and Project Site Visit is scheduled for October 1st, 2024 @ 10:30am. The meeting shall begin at the Sheriff's Department 28 B SE Miami, OK . All prospective bidders are required to attend the Pre-Bid Conference and Project Site Visit in order to be considered a Responsive Bidder. As verification of attendance, the prospective bidder representative must complete the Pre-Bid Conference/ Project Site Visit sign on sheet. During the Pre-Bid meeting further specifications and details for upgrades will be determined.

BID 2024-2025.9: Fire Alarm System
OPEN: October 15th, 2024 @ 9:05am

and must be accompanied by a completed and notarized "Statement of Non-Collusion" as required by O.S. 74, Section 85.22.

The successful bidder must comply with O.S. 19, Chapter 33 (Purchasing Procedures).

Bids received late will be returned unopened.

The Board of County Commissioners reserves the right to reject any or all bids and/or make an award to other than the lowest bidder if such an award is deemed to be in the County's best interest.

Robyn Mitchell
Ottawa County Clerk

S A & I 1-4040 (1982) MODIFIED

OTTAWA COUNTY CLERK
102 EAST CENTRAL AVENUE, SUITE 103
MIAMI, OKLAHOMA 74354
(918) 542-3332
FAX (918) 542-8260
countyclerk@ottawa.okcounties.org

INVITATION TO BID

BID 2024-2025.9: Fire Alarm System
ISSUED: September 4th, 2024
OPEN October 15th, 2024 @ 9:05am

Business Name: _____

Contact Name: _____

Address: _____

Phone number: _____

DESCRIPTION

Cost for Material \$ _____

Cost for Labor \$ _____

Total Cost for Project \$ _____

CONDITIONS OF BID

Sealed bids will be opened in the Office of the County Commissioners located in the Ottawa County Courthouse at 102 East Central Avenue, Suite 104 in Miami, Oklahoma, at the time and date shown on the Invitation to Bid.

Late bids will not be considered. Bids must be received in sealed envelopes (one to an envelope) with Bid Number, Date and Time written on the outside of the envelope.

Unit prices will be guaranteed correct by the bidder.

Firm prices will be FOB Ottawa County.

Purchases by Ottawa County, Oklahoma are not subject to State or Federal taxes.

This bid is submitted as legal offer and any bid, when accepted by the Ottawa County, constitutes a firm contract.

Oklahoma laws require each vendor submitting a bid to a County Entity for goods or services to furnish a notarized sworn Statement of Non-Collusion (form supplied below).

NOTE: Other terms and conditions may be added at the discretion of county officers.

STATEMENT OF NON-COLLUSION

AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath say that he (she) is the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma (or other entity) any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

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

(Seal) Firm: _____

Signed: _____

Address: _____

Notary Public

City: _____ State: _____

My commission expires _____

Zip: _____

I CERTIFY COPIES OF **BID 2024-2025.9: FIRE ALARM SYSTEM**
WERE MAILED TO THE FOLLOWING VENDORS ON SEPTEMBER
18TH, 2024.

JOHNSON CONTROLS FIRE PROTECTION
5825 S 129TH E AVE
TULSA, OK 74134

TOTAL ELECTRONICS CONTRACTING
3026 S PRIGMORE AVE
JOPLIN, MO 64804

VSC FIRE & SECURITY
PO BOX 71207
CHARLOTTE, NC 28272

Kim McCord
Ottawa County
Purchasing Agent

AMENDMENT TO CONTRACT

This Amendment to Contract is made as of _____, 2022, by and between _____ (the "Contractor") and Ottawa County Board of Commissioners (the "Owner"), and modifies the _____ [contract/purchase order/quote], dated _____ (the "Contract").

WHEREAS, the Contractor and Owner hereby agree to amend the Contract as follows:

1. Contractor is bound by the terms of the grant agreement (the "Agreement") between the Miami Tribe of Oklahoma (the "Tribe") and Ottawa County, Oklahoma, attached hereto as Attachment 1 and which is hereby incorporated into and forms part of the Contract.
2. To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the Owner, the Tribe, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorney's' fees, arising out of the performance of the Work under the Contract, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable.
3. Because Contractor will be paid with federal funds to complete the Work described in the Contract, it is the responsibility of Contractor to comply with all applicable Federal Contract Provisions per the Code of Federal Regulations, Title II, Part 200, Appendix I (the "Federal contract provisions").
4. Contractor hereby agrees to comply with and be bound by the applicable Federal contract provisions set forth in Attachment 2, attached hereto and which is hereby incorporated into and forms part of the Contract.

This Agreement is entered into as of the day and year first written above.

Ottawa County
Board of Commissioners

Contractor

BY: _____
Russell Earls, Chairman

BY: _____
(Name and Title)

ATTACHMENT 2

During the performance of the Work described in the Contract, Contractor agrees to comply with the following Federal contract provisions.

- A. Debarment and Suspension (Executive Orders 12549 and 12689). Contractor certifies that it is presently not debarred, suspended, proposed for debarment, declared ineligible, is not in the process of being debarred, nor is voluntarily excluded from covered transactions by any federal department or agency.
- B. Clean Air Act (42 U.S.C.7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). If payment under the contract between Owner and Contractor exceeds \$150,000, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C.7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- C. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). Contractor must comply in all respects with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Specifically, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the applicable U.S. Department of Labor wage determinations.

With each Application for Payment, Contractor shall provide Owner weekly payroll information with respect to wages paid to each laborer and mechanic during the preceding week, and certify that the proper prevailing wages and fringe benefits are being paid in accordance with the Davis-Bacon Act.

- D. Copeland "Anti-Kickback" Act (40 U.S.C. 3145). Contractor must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). This includes the requirement that Contractor be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which she or he is otherwise entitled.
- E. Contract Work Hours and Safety Standards Act.
 - (i) *Overtime requirements*. Contractor shall not for any part of the contract work which may require or involve the employment of laborers or mechanics require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than

one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (ii) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (D)(i) above, Contractor shall be liable for the unpaid wages. In addition, such Contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (D)(i) above, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (D)(i) above.
- (iii) *Withholding for unpaid wages and liquidated damages.* The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (D)(ii) above.
- (iv) *Subcontracts.* Contractor shall insert in any subcontracts the clauses set forth in paragraph (D)(i) through (iii) above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (D)(i) through (iii) above.
- (v) Contractor shall not require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant to 5 U.S.C. § 553, provided that the proceedings include a hearing similar in nature to that authorized by 5 U.S.C. § 553.”

F. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (certification required for contracts of more than \$100,000, and for subcontracts of more than \$100,000). Contractor certifies, to the best of Contractor’s knowledge and belief, that:

- (i) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- (ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (iii) Contractor shall require that the language of this certification be included in subcontracts at all tiers, and that all subcontractors at all tiers shall certify and disclose accordingly.
- (iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

G. Equal Employment Opportunity. Contractor agrees, in connection with the performance of work under the Contract:

- (i) That Contractor will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, sexual orientation, gender identity, age, national origin, ancestry or disability. The contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, sexual orientation, gender identity, age, national origin, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- (ii) That Contractor agrees to include this non-discrimination (in hiring) clause in any subcontracts connected with the performance of the Contract.
- (iii) By signing the below, Contractor agrees to read and fully comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and Executive Order 13672 and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

H. Access To Records (2 C.F.R. § 200.336). Contractor agrees that duly authorized representatives of Owner shall have access to any books, documents, papers and records of Contractor that are directly pertinent to Contractor's discharge of its obligations under the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to

Contractor's personnel for the purpose of interview and discussion relating to such documents.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: _____ (type or print)

TITLE: _____

_____ (signature)

_____ (date)

Disclosure of Lobbying Activities
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503