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May 23, 2024
Date

NOTICE TO BIDDERS

We are requesting bids for the following:

Fence Installation & Repairs

Attached are the specifications.

Bidders shall state whether the item(s) and service(s) proposed strictly meet these specifications and if not, they shall list each variation there from.

Sealed bids shall be delivered to the office of the Tulsa County Public Facilities Authority, Southwest Corner of the SageNet Center, 4145 East 21st Street, Tulsa, Oklahoma 74114 until 11:00 a.m. on June 18, 2024. Bids shall be submitted in an envelope clearly labeled "Fence Installation & Repairs Bid".

Bids will be opened by the TCPFA in the Expo Square Administrative Office, 4145 East 21st Street, Tulsa, Oklahoma, 74114 at 1:00 p.m. on June 18, 2024.

"Affidavit for Filing with Competitive Bid" form must be signed, notarized, and returned with any bid or bid will not be accepted.

The Tulsa County Public Facilities Authority reserves the right to reject any and all bids and waive informalities or minor irregularities in any bid.

Respectfully yours,

A handwritten signature in black ink that reads "Jessica Booth". The signature is written in a cursive, flowing style.

Jessica Booth
Purchasing Agent



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FENCE INSTALLATION & REPAIRS SPECIFICATIONS

GENERAL: The Tulsa County Public Facilities Authority (TCPFA) is requesting sealed bids for the installation of various fence as needed and repairs of existing fence as needed.

FENCE AND GATE INSTALLATION: TCPFA will request an estimate or not to exceed price of any fence or gate installations needed during the term of this contract. For bidding purposes, contractor shall submit an hourly rate and cost-plus percentage for materials to install any requested fence.

REPAIRS: TCPFA will request an estimate or not to exceed price of any repairs as needed to repair the various fence types during the term of this contract. For bidding purposes, contractor shall submit an hourly rate and cost-plus percentage for materials to repair existing chain link or ornamental fence on grounds and on the 9.9 acres owned by TCPFA approximately 2 miles from the grounds.

SITE CLEANING: The contractor shall be responsible for cleaning the jobsite of all construction debris and leave the site in a preconstruction condition.

PRODUCT HANDLING AND STORAGE: The contractor shall be responsible for proper storage and security of all fencing, gate and equipment used on the project.

REPAIRS: Contractor shall submit an hourly rate and cost-plus percentage for materials to repair existing chain link and ornamental fence on grounds and on 9.9 acres owned by TCPFA approximately 2 miles from the grounds. These repairs will be requested on an as needed basis as incidents occur. As incidents occur, successful contractor will be requested to provide estimates for repairs.

RIGHT TO BID: TCPFA reserves the right to obtain additional quotes or release a bid for repairs or installations estimated to exceed \$50,000.

BONDS & INSURANCE: Contractors should note estimates submitted more than \$50,000 will require maintenance, performance and statutory bonds with the signed contract.

INSURANCE: Contractor shall provide general liability and workers compensation certificates of insurance before any work begins regardless of bid amount. Certificate of insurance shall be in amounts of 1,000,000 and list TCPFA as an additional insured on the certificate.

AGREEMENTS, CONTRACTS, TERMS AND CONDITIONS: Contractor shall submit any required agreement or contract with the bid submittal for review. TCPFA's terms and conditions are



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listed in Attachment A. Contractors shall review and agree to these terms or shall submit alternative language with the bid.

SITE INSPECTION: Contractors may contact Jessica Booth, Purchasing Agent, at jbooth@exposquare.com, to schedule site visits.

QUESTIONS AND REGISTRATION: Questions requiring responses before submitting a bid shall be sent to Jessica Booth, Purchasing Agent, at jbooth@exposquare.com, no later than 12:00 p.m. on June 12, 2024. Contractors are encouraged to register their participation in this bid to stay informed of addendums with changes to the specifications. To register, please email company information to Jessica Booth at the email address above.



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FENCE INSTALLATION & REPAIRS BID SUMITTAL FORM

INSTALLATION OF FENCE OR REPAIRS ON EXISTING FENCE AS NEEDED

**HOURLY RATE FOR INSTALLATION OF FENCE OR REPAIRS AS NEEDED FOR
CHAIN LINK AND ORNAMENTAL FENCE:**

\$ _____

COST PLUS PERCENTAGE FOR MATERIALS: _____ %

CONTRACTOR: _____

REPRESENTATIVE: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____



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ATTACHMENT A

TCPFA General Contract Terms

It is anticipated that the TCPFA ("Authority") will enter into an Agreement with the selected respondent ("Contractor"). Contracts entered into by the Authority include, but are not limited to, the following terms:

- No Indemnification, Waiver of Rights or Arbitration by Authority.** Contractor understands and acknowledges that Authority is a public trust that is funded by public funds to operate for the benefit of its County Beneficiary and citizens. Accordingly, and pursuant to Oklahoma law, Authority shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Contractor shall not limit its liability to Authority for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. Further, the Authority will not, pursuant to Oklahoma Law and public policy, waive any Constitutional rights, including the right to a jury trial. Authority reserves the right to pursue all legal and equitable remedies to which it may be entitled. Authority will not agree to binding arbitration of any disputes.
- Advanced Payments and Late Fees.** Contractor understands and agrees that Authority cannot be required to make advance payments or deposits, even if refundable and no fees of any kind on the Authority will be agreed to outside of the terms agreed to in the Request for Proposals.
- Intellectual Property Indemnification by Contractor.** Contractor agrees to indemnify, defend, and save harmless Authority and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents, trademarks or copyrights.
- General Liability and Indemnification.** Contractor shall hold Authority harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Contractor agrees to indemnify and hold the Authority harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Contractor or Contractor's subcontractors under the scope of this Agreement.
- No Confidentiality.** Contractor understands and acknowledges that Authority is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Contractor pursuant to this Agreement that would be inconsistent with Authority's compliance with its statutory requirements there under.
- Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor certifies that it and all of 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



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25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

7. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by Authority or its designees.
8. **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.
9. **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.
10. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the Authority does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Contractor may not assign this Agreement or use subcontractors to provide the Goods and/or Services without Authority's prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.
11. **Equal Employment Opportunity.** Contractor shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
12. **Invoices and Payment** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract and payment shall be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- a. An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- b. Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment.
- c. Payment of all fees under the Contract shall be due NET 45 days.
- d. The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- e. If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- f. Supplier shall have no right of setoff.



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TULSA COUNTY PUBLIC FACILITES AUTHORITY
AFFIDAVIT FOR FILING WITH COMPETITIVE BID

_____, of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in the restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any Tulsa County Public Facilities Authority 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 Tulsa County Public Facilities Authority official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

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

NOTARY PUBLIC

My Commission expires _____, _____

NOTE:

Each competitive bid submitted to a county, school district or municipality must be accompanied by this properly completed Affidavit as required by 74 O.S 1981 § 85.24. Bidder shall be disqualified if Affidavit:

- 1. Is not properly completed.
2. Does not accompany bid.