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December 21, 2023

Date

NOTICE TO BIDDERS

We are requesting bids for the following:

FIRE SUPPRESSION SYSTEM MAINTENANCE & REPAIR

Attached are the specifications.

Bidders shall state whether the 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 January 16, 2024. Bids shall be submitted in an envelope clearly labeled "Fire Suppression 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 January 16, 2024.

"Affidavit for Filing with Competitive Bid" form must be signed, notarized, and returned with 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".

Jessica Booth
Purchasing Agent



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Fire Suppression System Maintenance & Repair Specifications

Intent - Tulsa County Public Facilities Authority (TCPFA) is requesting sealed bids to secure a contractor for the maintenance and repair of fire suppression systems. This bid will be in effect for a one (1) year period starting on the award date with options to renew for additional one (1) year periods if both parties agree to no changes in pricing, terms and conditions.

General Requirements - Contractor shall keep the following in consideration while bidding this service:

- Contractor shall provide an hourly rate to complete maintenance or repairs. All services will be performed during normal working hours (8:00 a.m. through 4:30 p.m.), except emergency repairs. Contractor shall provide an hourly rate to complete emergency repairs after hours and on holidays.
- Contractor shall provide a cost-plus percent for any materials needed to complete maintenance or repairs. Cost of materials shall be contractor's actual cost-plus markup percentage listed on Bid Pricing Sheet. TCPFA reserves the right to purchase necessary materials, supplies, components, and equipment when it determines that it is in the best interest of TCPFA to do so.
- The Contractor shall be responsible for providing emergency services as required on a twenty-four (24) hour per day basis, 7 days per week, 365 days per year.
- The Contractor shall respond to all emergency service requests as reported by TCPFA within two (2) hours after being notified.
- The Contractor shall furnish all labor, qualified personnel who have appropriate licenses and/or certificates, supervision, equipment, materials, tools, vehicles, permits and insurance necessary to complete the requested maintenance or repairs.
- All work shall be guaranteed against defects for a period of one year from the date the system is placed in service.
- Travel time for service calls shall be the sole responsibility of the Contractor. Contractor shall not charge TCPFA for travel time.
- The work site shall be maintained in a clean, safe condition at all times. Contractor will be responsible for removal of all waste materials and debris. At the completion of the work, the Contractor shall leave the entire area in a condition acceptable to TCPFA.
- The Contractor shall be responsible for guarding and protecting the work site using appropriated standards and appropriate means whenever required.
- TCPFA reserves the right to seek competitive bid or require bonds for any major maintenance or repairs estimated to be over \$50,000.



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Insurance Requirements - Successful contractor must provide current Certificates of Insurance for both General Liability and Workers Compensation insurance coverage with limits of not less than \$1,000,000/\$1,000,000/\$1,000,000, excess umbrella liability of \$1,000,000 and showing TCPFA as additional insured.

Questions - Any questions requiring answers or clarification before submitting a bid must be in writing and sent to Jessica Booth via email at jessica@exposquare.com. Questions must be sent no later than January 12, 2024, by 5:00 p.m.

Registration – Companies are encouraged to register their participation to stay informed of any addendums that may be released. Email company information to jessica@exposquare.com to register your company's participation.

Contract Terms: By submitting a bid, vendor acknowledges and agrees to TCPFA's General Contract Terms and Conditions as listed in attachment A.



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Fire Suppression System Maintenance & Repair Bid Submittal Form

*Bid responses must include Bid Submittal Form and Affidavit for Filing with Competitive Bid.

Regular Hourly Rate \$ _____

After Hours Hourly Rate \$ _____

Holiday Hourly Rate \$ _____

Cost Plus % for Materials \$ _____

Vendor: _____

Representative: _____

Address: _____

Telephone #: _____

Email Address: _____



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



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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 FACILITIES 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.