



*Real Entertainment. Real Events. Real Exciting!*

December 21, 2023

Date

## NOTICE TO PROPOSERS

We are requesting proposals for the following:

### **Production Printers Lease for Simulcast**

Attached are the specifications.

Proposers 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 proposals shall be delivered to the office of the Tulsa County Public Facilities Authority, Southwest Corner of the SageNet Center, 4145 East 21<sup>st</sup> Street, Tulsa, Oklahoma 74114 until 11:00 a.m. on January 16, 2024. Proposals shall be submitted in an envelope clearly labeled "Production Printers Lease RFP".

Proposals will be opened by the TCPFA in the Expo Square Administrative Office, 4145 East 21<sup>st</sup> 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 proposal or proposal will not be accepted.**

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

Respectfully yours,

A handwritten signature in black ink that reads "Jessica Booth".

Jessica Booth  
Purchasing Agent



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## **Production Printers Lease for Simulcast Specifications**

**Intent:** Tulsa County Public Facilities Authority (TCPFA) is requesting sealed proposals to secure a vendor to provide, install and maintain two (2) production printers to produce racing booklets for the Fair Meadows Simulcast Facility.

**Scope:** The Fair Meadows Simulcast Facility operates and broadcasts horse racing from tracks all over the country six days a week year-round. TCPFA's live horse racing season happens on the east side of grounds on the racetrack five nights a week during the June and July. The two (2) requested production printers print and produce programs on 11 x 17 paper for the simulcast facility and the live race season. The simulcast and racing programs are sold to patrons to view the horse information and betting odds.

**Requirements:** Vendors shall take the following into consideration before submitting proposals:

- Vendors shall submit a proposal to lease, install and maintain two (2) production printers on a five (5) year FMV lease.
- Monthly price per printer shall include the monthly lease or rental costs with 87,500 prints per printer, toner, drums, waste containers and any other applicable printing supplies required to print, as well as labor and parts for service calls. Paper and staples are not required to be included in the monthly lease price, but vendor shall provide price for compatible staples. Demand for supplies WILL be greater during our live race season in June and July.
- Preventative maintenance shall be included in the monthly lease price. TCPFA will request the units to be cleaned at least twice a year. Once before our live race season and one after the live race season. Vendor is responsible for tracking and completing all preventative maintenance on units.
- Vendor shall respond to service calls within eight (8) hours during regular simulcast season and within four (4) hours during live race season. One printer MUST be operational at all times or immediate service will be requested.
- Delivery, installation, and training of units will be required. Vendor shall list any cost associated if any.
- Vendor shall provide a unit capable of automatic meter reads and toner reordering.
- Vendor shall provide a price per print for any overages that exceed the 87,500 prints included in the monthly lease price.
- Each 11 x 17 print shall count as one (1) print.



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**Printer Specifications:** TCPFA currently utilizes two (2) Xerox D125C/P to produce programs. TCPFA is satisfied with the current printing capabilities of the D125's but is also open to reviewing comparable or better units. Units must have the minimum specifications listed below and be able to produce programming booklets on 11 x 17 paper with staples in the center. Specifications shall include, but are not limited to, the following –

- 120-130 pages per minute black and white
- Large capacity paper trays as well as standard capacity trays
- Paper sizes up to 11 x 17
- Autoduplex
- Digital Controller
- Booklet and Staple Finisher
- Face Trim Capability
- Square Fold Edge Capability

**Pricing:** All pricing submitted shall remain valid for 60 days after submitting. Proposal pricing must include total cost. Vendors may include a list of any other costs TCPFA may need to consider to lease and operate the two units for the term of the agreement. Shipping costs for supplies shall be included in the monthly lease price.

**Demonstration:** Vendors shall list in the proposal if they have the ability to demo the units before proposals are awarded. Demos could be in person or web based or simply a video of the unit.

**Term:** Vendor shall provide a proposal with pricing for a 60-month FMV lease.

**Contract/Agreement:** Contracts and/or agreements requiring signatures shall be included with the proposal submittal. Vendors shall review TCPFA's terms and conditions on Attachment A. Any deviations from these terms and conditions must be submitted with the proposal for legal review.

**Insurance:** Once awarded vendors 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/Registration:** Vendors with questions shall contact Jessica Booth, Purchasing Agent, via email at [jessica@exposquare.com](mailto:jessica@exposquare.com) before 1:00 p.m. on January 12, 2024.

Vendors are asked to register their participation with Jessica Booth by emailing their company information. Registering will ensure vendors are included in addendums and any other changes that may occur.



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**Proposal Submission:** Sealed proposals must be received by 11:00 a.m. on January 16, 2024. Proposals shall be mailed or hand delivered to the TCPFA Administrative Offices located at 4145 East 21<sup>st</sup> Street, Tulsa, OK 74114. Bids shall be in a clearly labeled, sealed envelope and include the following:

- An original and 3 copies of the proposal including all the requested details within this RFP and the Evaluation Criteria listed.
- An electronic copy of the of the proposal (flash drive, no emailed proposals accepted).
- Affidavit for Filing with Competitive Bid (Signed and Notarized)
- Any applicable agreements that will require signature.
- List of any additional charges or fees not included in the monthly lease price.

Evaluation Criteria: Proposals will be awarded based on the following criteria-

1. Compliance of Proposal (20%)
  - The vendor shall comply with all requirements, technical and otherwise, of the RFP as may be amended through Addenda during the RFP process.
2. Proposed Units (20%)
  - Vendor shall clearly demonstrate the capabilities of the proposed printers and meet the requested specifications.
3. Experience, Supplies and Service (30%)
  - Vendor shall also include details on service response times, if service technicians are local, how supply ordering will be handled and if supplies are stocked locally or provide normal lead times on supplies.
  - Vendor shall list their company's history and experience in providing production printers and what level of customer service TCPFA will be provided.
4. Cost (30%)
  - Vendor shall document include monthly leasing cost for two units including the items and services listed in the specifications.
  - Vendor shall provide a cost for any additional costs TCPFA should consider not included in the monthly leasing cost.
  - Cost per page for any b&w prints exceeding the monthly 87,500 per printer.



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## ATTACHMENT A

### TCPFA General Contract Terms

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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.





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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) available at [www.dhs.gov/E-Verify](http://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.