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December 19, 2024

Date

NOTICE TO BIDDERS

We are requesting bids for the following:

Heavy Equipment Rentals

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 January 15, 2025. Bids shall be submitted in an envelope clearly labeled "Heavy Equipment Rentals 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 15, 2025.

"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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Equipment Rental Service Specifications

Intent: Tulsa County Public Facilities Authority (TCPFA) is requesting sealed bids for various equipment rentals. This bid shall be in effect from February 27, 2025 to February 27, 2026, with an option to renew for additional one (1) year periods.

General Requirements: TCPFA has the need to secure vendor(s) to provide equipment rentals on an as needed basis. Vendors shall keep the following in consideration while bidding this service:

- Vendors shall provide a weekly and monthly rate for each piece of equipment bid.
- Vendors shall provide a delivery to 4000 East 15th Street, Tulsa, OK 74112 and pick up price for each piece of equipment.
- Vendors shall bid on as many or as few pieces as desired; TCPFA has the option to award bids for a single piece of equipment, and/or multiple pieces of equipment. TCPFA reserves the right to award this bid to multiple vendors for availability purposes; (i.e., first call, second call, third call).
- Rental charges shall begin the day equipment is delivered to grounds and shall stop the day communication is sent to end the rental period.
- Service/rental agreements shall not be required by awarded vendor. **If an agreement is required, a sample agreement shall be submitted for review with the bid response. Agreements not submitted for review with the bid will not be approved after the bid award. TCPFA's terms and conditions are in Attachment A. Vendor shall review and provide changes to any language not agreed upon.**
- Bid prices submitted must contain total cost.
- Vendors are required to include a list of any fees that may be charged to TCPFA. Fees not submitted with the bid will not be allowed to be invoiced. List must include dollar amount of fees.
- Vendors must respond to repair/outage issues within 24 hours.
- Equipment will be requested on an as needed basis. Rental times will vary.
- Vendors shall include a list of other equipment available that may not be listed on the Equipment Rental Pricing Sheet and shall submit in the same format identified in this bid.

Availability: Equipment needed during TCPFA's peak times will be discussed with vendors prior to the bid award. Awarded vendors must be able to provide the requested equipment during those peak times. For example, TCPFA will require up to fifty light towers for the Tulsa State Fair or two 4 to 5-yard bucket loaders for Tulsa State Fair clean up and Arabian set up and clean up. Vendors shall communicate if their company can no longer provide any equipment that has been awarded to them. Failure to provide the requested equipment during those peak times may result in the removal of that vendor from TCPFA's bid list and the inability to be awarded equipment in the future.



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Insurance Requirements: Vendor shall carry and keep in force at all times General Liability in the amount of \$1,000,000, worker's compensation insurance and automobile insurance if driving company vehicles on TCPFA grounds. Certificates of insurance will be required before any equipment can be rented. TCPFA will also need to be listed as additionally insured on those certificates.

Questions: All questions regarding this bid must be directed to Jessica Booth in writing by January 13, 2025, by 12:00 p.m. Email questions to Jessica@exposquare.com.



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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.

