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September 17, 2026
Date

# NOTICE TO BIDDERS

We are requesting bids for the following:

**PLUMBING SERVICES**

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 October 13, 2026. Bids shall be submitted in an envelope clearly labeled "Plumbing Services 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 October 13, 2026.

"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,

Jessica Booth
Purchasing Agent

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# Specifications
# For
# Plumbing Services

**Intent:** The purpose of this bid is to secure a vendor for plumbing repair services for the Tulsa County Public Facilities Authority (TCPFA). This bid shall be in effect for one (1) year from the award date with an option to renew for additional one (1) year term(s) if agreeable by both parties.

**General Requirements:** The TCPFA has the need to secure a plumbing contractor for projects as needed and for ongoing maintenance. Plumbing services will be needed in various locations on the fairgrounds in various types of situations. Vendors shall keep the following in consideration while bidding this service:

- Vendor shall provide an hourly labor rate for a journeyman and apprentice. Vendors must also include overtime hourly rates for a journeyman and apprentice.
- Vendor must define regular business hours and overtimes hours.
- Vendors must include a cost-plus percentage on materials.
- Vendors must include response times for emergency calls and maintenance repair calls.
- Vendors are required to include a list of any fees or surcharges that may be charged to TCPFA. **Fees or surcharges not submitted with the bid will not be approved to be invoiced.**
- Vendor must supply necessary equipment to perform the requested repairs or project.
- Vendors may be requested to provide estimates with a "not to exceed" amount on projects outlined by TCPFA.
- Vendor must warranty the work performed for at least one (1) year.
- Vendors may include rates for other services offered but not described in the bid.
- Vendor will be required to work around events. This means, depending on the project, that a vendor may be required to work Monday thru Thursday and then come back the following week to complete the project. All projects will be based around regular business hours unless previously approved by TCPFA staff.
- Vendor shall be licensed Plumbing Contractor capable of providing services in Tulsa County, State of Oklahoma.

**Insurance Requirements:** Vendor shall carry and keep in force at all times General Liability and Worker's Compensation Insurance in the amount of $1,000,000. Certificates of insurance will be required before any work begins. TCPFA will also need to be listed as additionally insured on those certificates.

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**Questions:** All questions regarding this bid must be directed to Jessica Booth in writing by October 6, 2026, by 4:00 p.m. Email questions to Jessica@exposquare.com.

**Service Agreement/Contract:** Any service agreements or contracts required must be submitted with the bid response for review. Agreements or contracts not submitted with bid will not be considered after awarding the bid. TCPFA's terms and conditions are listed in Attachment A and shall be reviewed before submitting a bid response or agreement to be reviewed.

**Multiple Award:** TCPFA reserves the right to award to one or more vendors. TCPFA may award to a primary and secondary vendor. Primary vendor shall be contacted first and secondary vendor shall be contacted if response time of primary vendor cannot accommodate the need.

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# Bid Submittal Form
# for Plumbing Services

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

| Description | Hourly Rate |
|---|---|
| Journeyman | _____ |
| Apprentice | _____ |
| Journeyman Overtime Rate | _____ |
| Apprentice Overtime Rate | _____ |
| Regular Business Hours | _____ |
| Overtime Hours | _____ |
| Cost Plus % on material | _____% |

**Response Times (ER & Regular Calls):**_____

_____

**Vendor:** _____

**Representative:** _____

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**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:

1. **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.

2. **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.

3. **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.

4. **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.

5. **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.

6. **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) 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.