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December 16, 2021

Date

NOTICE TO BIDDERS

We are requesting bids for the following:

FORKLIFT LEASE/PURCHASE(S)

Attached are the specifications.

Bidders shall state whether the item(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 12, 2022. Bids shall be submitted in an envelope clearly labeled "Forklift Lease/Purchase Bid".

Bids will be opened by the TCPFA in the SageNet Center (Expo Square) Administrative Office, 4145 East 21st Street, Tulsa, Oklahoma, 74114 at 1:00 p.m. on January 12, 2022.

"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

SPECIFICATIONS FOR FORKLIFT LEASE/PURCHASE(S)

INTENT: The Tulsa County Public Facilities Authority (TCPFA) is requesting sealed bids for the purchase of up to four (4) new or used 13,500 lb capacity forklifts. **TCPFA is requesting options to purchase, lease or lease-purchase these units.**

NEW FORKLIFT SPECIFICATONS: Vendors shall provide up to four (4) new 13,500 lifting capacity forklifts. The model shall be a Toyota 8FD60U with the specifications listed below or an equivalent model. Vendors must submit complete specifications and a list of any deviation in specifications if providing a bid for any other model forklift. These units shall be the latest production model fully serviced and ready to operate. These units shall be equipped with the latest Federal and Oklahoma safety standards and requirements. Unit shall be equipped with the following:

Mast – 3–Stage mast with full free lift, maximum fork height 199.5”, overall lowered height 100.6” and free lift 56.7” with standard load backrest

Lifting Capacity – 13,500 lb at 24” load center

Tilt – 6 degrees forward and 6 degrees backward

Carriage – Wide 72” Carriage Class IV

Attachments – 72” Rightline Integral Pin Type Sideshifting Fork Positioner. Includes 4 way valve with 3rd & 4th function hosing.

Engine – Toyota 3.0L 1KD Industrial Diesel Engine, 4 Cylinder, must meet US EPA Tier 4 Final emission standards

Transmission – 2 Speed Automatic Powershift Transmission, 2 speed forward and 2 speed reverse standard

Steering – Load Sensing Hydrostatic Power Steering with Tilt Steering Column

Tires – Front and Rear Solid Pneumatic Tires

Forks – 60” x 6” x 2.6” Pin Type

Operator Environment Features – back up alarm, left and right rear view mirrors, yellow stobe light, LED rear combo lights, steering wheel with knob

WARRANTY: Vendor shall furnish equipment warranty with bid as well as any full maintenance or preventative maintenance plan options.

MANUALS: Successful vendor shall furnish a complete set of maintenance and operation manuals.

DEVIATION FROM SPECIFICATIONS Vendor shall furnish a complete list of any deviation from the specifications with the bid.

PRICING: Vendor shall furnish a cost per unit and extended cost to purchase up to four forklifts. Vendor shall include a lease-purchase schedule listing the cost of the units, monthly payments, interest rate and total cost of the lease purchase agreement. Vendors shall include lease payment options with end of term purchase or return options.

USED FORKLIFT SPECIFICATIONS: All used forklifts shall be completely refurbished by the original manufacturer prior to delivery to Tulsa County Public Facilities Authority. The vendor shall include with the bid a certification from the manufacturer listing all work performed and shall state any warranty allowed as a result of the refurbishing. Forklift specifications for used equipment shall be furnished with the bid outlining all features on the bid. Vendors shall only submit bids for used forklifts that have specifications similar to the new unit specified with similar engine and lift capacities.

QUESTIONS/REGISTRATION: Vendors shall submit any questions to Jessica Booth via email, jessica@exposquare.com, no later than 12:00 p.m. on January 7, 2022. **Vendors are encouraged to register their participation to stay informed of any changes or addendums issued. Vendors shall register by emailing their company information Jessica Booth.**

BID SUBMITTALS: Vendors shall submit one (1) original copy and five (5) extra copies of the bid response. Bids must be turned into TCPFA Administrative Offices no later than 11:00 a.m. on January 12, 2022. Bids may be mailed or hand delivered, but must be received by the stated time. Bid must include signed and notarized Affidavit for Filing with Competitive Bid form or bid will be rejected at the bid opening.

AGREEMENTS: Vendor shall submit purchase agreements, lease agreements and lease-purchase agreements with their bid response. Sample agreements are acceptable. TCPFA will negotiate contract terms upon selection. All contracts are subject to review by legal counsel. Furnished agreements shall list complete cost of units, monthly payments, interest rates and any additional fees if applicable.

TIMELINE: Below is an approximate timeline and is subject to change at any time according to the needs of TCPFA:

- Question Deadline: January 7, 2022 by 12:00 p.m.
- Bids Due: January 12, 2022 by 11:00 a.m.
- Bids Opened: January 12, 2022 at 1:00 p.m.
- Evaluation of Bids: January 12 - 21
- Award Date: January 27, 2022

FORKLIFT LEASE/PURCHASE(S) BID SUBMISSION FORM

Bidding New or Used Forklifts? _____ **New** _____ **Used**

Bidding Toyota Model or Equivalent? _____

Which pricing options are included in the bid? _____ **Purchase,**

_____ **Lease and/or** _____ **Lease/Purchase**

Delivery Date: _____

Vendor: _____

Contact: _____

Email: _____

Phone #: _____

_____ County

STATE OF OKLAHOMA

LEASE AGREEMENT FOR EQUIPMENT

This agreement is made on this ___ day of _____, 20___, by and between _____ County, Oklahoma, designated throughout this agreement as the Lessee, and _____, designated vendor throughout this agreement as the Lessor.

I. Equipment

Subject to the terms and conditions as set forth in this agreement, the Lessor leases to the Lessee the following described equipment, all of which shall be designated throughout this instrument as the "Equipment";

<u>MAKE/MODEL</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>LEASE</u>
			\$_____	__mo. @ \$_____mo.
				__mo. @ \$_____mo.
Total			\$_____	

II. Payment of Lease Installments

In consideration of the agreement by the Lessor to provide for the Equipment, the Lessee promises to pay the Lessor the above sums during the term of this agreement or any renewal of the agreement. The Lessee promises to pay to the Lessor lease payments as set forth in the lease schedule which is attached to this instrument and which is incorporated by reference. No payment shall be made by the Lessee under the terms of this agreement unless the Equipment shall have been delivered to the requisitioning agency and is at all times, except when made necessary by an emergency, retained by the agency.

III. Lease Term

This lease shall commence on the date the Equipment is accepted by the Lessee and shall automatically terminate, unless renewed in accordance with the terms set forth below, at the end of the fiscal year of the State of Oklahoma during which the lease is commenced.

IV. Option to Renew

The Lessee is hereby granted ___ successive options to renew this lease for additional terms not to exceed one fiscal year each, plus one final option to renew this lease for a period of ___ months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee. The exercise of any such option shall be accomplished by the issuance of a purchase order upon or within ten (10) days after the expiration of the terms of this lease or any renewal then in effect.

V. Title to Equipment

The Equipment is and shall at all times during the term of this lease and any renewal terms remain the sole property of the Lessor and the Lessee shall have or acquire no right, or title to the Equipment.

VI. Delivery and Return of Equipment

The Lessor shall bear all costs of shipping and delivering the Equipment to the Lessee. Installation costs, if any, shall be borne by the Lessor. The Equipment shall be delivered to or installed at the location designated by the Lessee.

VII. Repairs and Maintenance

The Lessee shall maintain the Equipment in good working order and shall make all necessary routine adjustments and repairs, as a result of fair wear and tear, and will provide tires and ground engaging tools, all at the expense of the Lessee. The Lessor and the Lessee may provide for the Maintenance and repair of the Equipment by separate written agreement, and, in the event they make such agreement, its terms shall supersede and replace the provisions of this paragraph of this lease.

VIII. Taxes

The Lessor shall forthwith pay all taxes which may be imposed upon it with respect to the Equipment subject to the terms of this lease.

IX. Insurance

The Lessee shall obtain and maintain all risk coverage casualty insurance covering the Equipment from the time the Equipment is delivered until this lease is terminated. This insurance shall be in a form acceptable to the Lessor and shall insure the full value of the Equipment against the risk of loss or damage. The Lessee shall provide the Lessor with written notice at least ten (10) days prior to any change in the insurance required under the terms of this paragraph.

X. Patents

In the event any suit is instituted against the Lessee which is based upon any claim that any of the Equipment is implicated in an infringement of any provision of United States Patent Law, the Lessor shall, at its own expense, defend such suit against the Lessee; provided, Lessee provides the Lessor with prompt notice of the institution of such suit and permits the Lessor to fully participate in the defense. The Lessee shall also retain the right to participate in such defense and shall, in any event, provide the Lessor with all available information, assistance and authority to enable the Lessor to conduct the defense. No compromise or settlement of such suit resulting in a judgment against the Lessee shall obligate or bind the Lessor unless the Lessor shall have accepted such compromise or settlement. The Lessor shall have the right to enter into negotiations for and effect a compromise or settlement of such patent action, but no such compromise or settlement shall be binding upon Lessee unless approved by Lessee. Subject only to the terms of this paragraph, the Lessor shall hold the Lessee harmless from any liability arising from any patent suit such as is described above. In the event any of the Equipment shall be held, in any suit, to constitute an infringement of patent law, and its use shall be enjoined, then the Lessor shall, at its sole option and at the Lessor's expense:

1. Obtain for the Lessee the right to continue to use the Equipment;
2. Replace or modify the Equipment in a manner acceptable to the Lessee so that the Equipment no longer infringes any provision of patent law.

XI. Funding

Notwithstanding any other provision of this agreement, the parties acknowledge and agree that funds to be paid by the Lessee under the terms of this lease will be available only as appropriated on a fiscal year-to-fiscal year basis by properly constituted legal authority. In the event that the Lessee determines that sufficient funds have not been appropriated to make the payments required under the terms of this agreement, the obligations of the Lessee under this agreement shall terminate. In such event, the Lessee shall give prompt written notice of termination to the Lessor.

XII. Assignment

The Lessor may, with the prior written approval of the Lessee, assign its right to receive payment of lease due under the terms of this agreement. However, any such assignment shall not relieve the Lessor of its responsibilities to perform the duties and obligations imposed upon it by this agreement.

XIII. Entire Agreement of the Parties and Severability

Except as otherwise provided in the above terms and conditions, this lease, together with applicable purchase orders and the invitation to bid, constitute the entire agreement of the parties. This agreement may not be modified or terminated except as provided in the above terms and conditions or by written agreement of the Lessor and the Lessee. If any provision of this agreement shall be determined to be invalid, it shall be considered as deleted from this agreement and no remaining provision of the agreement shall be deemed invalid.

XIV. Choice of Law

This lease shall be governed in all respects by the laws of the State of Oklahoma. In the event any litigation shall occur concerning the terms and conditions of this lease or the rights and duties of the parties, the parties agree that any such suit shall be maintained in the District Court in and for Oklahoma County, State of Oklahoma.

Lessee (County)

_____, Chairman

_____, Member

_____, Member

For the Lessor (vendor)

Title:

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 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.