



April 1, 2024

Date

## NOTICE TO PROPOSERS

We are requesting proposals for the following:

### **TULSA STATE FAIR SHUTTLE SERVICE**

Attached are the specifications.

Proposers shall state whether the items and services proposed strictly meet these specifications and if not, they shall list each variation.

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 April 16, 2024**. Proposals shall be submitted in an envelope clearly labeled “TSF Shuttle Service 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 April 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 proposals and waive informalities or minor irregularities in any proposal.

Respectfully yours,

Jessica Booth  
Purchasing Agent



## BID SPECIFICATIONS

The Tulsa County Public Facilities Authority (TCPFA) is requesting sealed bids for the contract to provide shuttle service for the annual Tulsa State Fair at Expo Square. This year's event will start on Thursday, September 26 and end on Sunday, October 6, 2024.

Service Dates	Shuttle Start Time (Off-Site Location)	Shuttle End Time (Leaving Pavilion)
Friday, September 27, 2024	5:00pm	Midnight
Saturday, September 28, 2024	10:00am	Midnight
Sunday, September 29, 2024	Noon	Midnight
Friday, October 4, 2024	5:00pm	Midnight
Saturday, October 5, 2024	10:00am	Midnight
Sunday, October 6, 2024	Noon	Midnight
Offsite Shuttle Pick-Up / Drop-Off Locations	Physical Address	Minimum # buses each location*
TBD	Possible Location Options: Hale HS, TPS Service Center ; options will be no more than a 5 mile radius from Fairgrounds.	Fridays: 3, Saturdays & Sundays: 6,
		<b>*Companies are invited to list other recommendations with pricing for the minimum # of buses at each location.</b>
Additional Service Requirements	<ul style="list-style-type: none"> <li>Shuttle service operation must maintain a continuous flow of buses to each location for the purpose of picking up and dropping off Tulsa State Fair patrons at specified locations and the Tulsa State Fair designated drop off point, currently the Pavilion, however TCPFA reserves the right to modify.</li> <li>The hours of shuttle operation listed above will be the publicized times; patrons in-line at these times must be transported to their location.</li> </ul>	



	<ul style="list-style-type: none"> <li>• Each Off-Site Location must have a permanent manager to supervise bus operations, as well as a permanent manager to supervise bus arrivals at the on-site drop-off location, The Driller Plaza.</li> <li>• Each Shuttle Bus must have a minimum seating capacity of 50 passengers.</li> <li>• Each Shuttle Bus must be kept clean and maintained in a professional working order.</li> <li>• Each Shuttle Bus and Satellite Location Manager must be equipped with reliable communication.</li> <li>• No less than one bus per pick-up/drop-off location must have capability to transport patrons with ADA requirements every operational day.</li> <li>• Any signage utilization must be proofed and approved by TCPFA.</li> <li>• Selected organization must be willing and able to attend scheduled pre-planning meetings with staff and law enforcement personnel to discuss operations.</li> </ul>
<p><b>Pricing Options</b></p>	<p>Vendor shall provide pricing for the quantity of buses and hours listed above. Pricing shall remain valid for 60 days until bid is awarded. Prices submitted must contain total cost to operate the shuttle service as described, including but not limited to, equipment, signage, and staff. No additional charges will be permitted. Vendor may include a list of options with potential options with cost to be considered; options shall be outside of the specified scope of the service.</p>
<p><b>Service Provider Requirements</b></p>	<p>A current Certificate of Liability Insurance and proof of Worker's Compensation Insurance in limits approved by the State of Oklahoma must be on file in the Fairgrounds Purchasing Office before <b>any</b> vendor will be allowed to do any work on Fairgrounds property.</p> <p>The limits required by the State of Oklahoma for General Liability Insurance and Worker's Compensation Insurance are not less than \$1,000,000/\$3,000,000/\$1,000,000 with excess umbrella liability of \$1,000,000 and showing TCPFA as additional insured.</p>
<p><b>Bid Prices</b></p>	<p>Bidders are required to complete the requested Bid Submission Form and submit with their bid. Bidders must submit a list of any additional charges with their bids and an explanation for each charge. Bidders are required to submit an estimated list of their current fleet inventory; providing brief description of the buses that would be potentially utilized. Bidders agree to the general contract terms listed in Attachment A.</p>



<b>Questions</b>	Any questions requiring answers prior to submitting bid are to be made in writing and submitted to Jessica Booth, Purchasing Agent, by one of the following methods no later than 5:00 p.m. April 14, 2023:	
	<b>Delivery or Mail:</b>	Expo Square Administrative Office  4145 East 21 <sup>st</sup> Street  Tulsa, OK 74114
	<b>Email:</b>	Jessica@exposquare.com



### Bid Submission Form

<b>Company / Organization</b>		
<b>Contact Representative</b>		
<b>Email Address</b>		
<b>Address</b>		
<b>Telephone Number</b>		
<b>Bid Amount</b>	\$	
<b>Additional Price Per Bus Added Upon Request and Approval</b>	Fridays, 5pm – Midnight	\$
	Saturdays, 10:00am - Midnight	\$
	Sundays, 12:00pm – Midnight	\$



## 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:

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](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.



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.