



*Real Entertainment. Real Events. Real Exciting!*

November 22, 2022  
Date

## NOTICE TO PROPOSERS

We are requesting proposals for the following:

### **SKY RIDE**

Attached are the specifications.

Proposers shall state whether the 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 13, 2023. Proposals shall be submitted in an envelope clearly labeled "Sky Ride 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 13, 2023.

**"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,

A handwritten signature in black ink that reads "Jessica Booth". The signature is fluid and cursive, with the first name "Jessica" and last name "Booth" clearly distinguishable.

Jessica Booth  
Purchasing Agent

Tulsa County Public Facilities Authority

**REQUEST FOR PROPOSAL  
SKY RIDE**

**Date of Issuance:** November 22, 2022

**Title:** Sky Ride Request For Proposals

## **Section I.**

### **Request For Proposal Overview**

#### **A. General Information and Summary**

This solicitation is issued to receive Proposals from qualified firms to:

- Maintain and operate the Von Roll Sky Ride during the Tulsa State Fair in Tulsa, Oklahoma; and,
- Purchase, maintain and operate the Von Roll Sky Ride during the Tulsa State Fair in Tulsa, Oklahoma
- Both options above would include a negotiated Agreement with terms and conditions, negotiated at a later date.

The Tulsa State Fair occurs annually, with the first day being the fourth Thursday after Labor Day, and lasting 11 days. The estimated attendance has historically averaged just over 1 million visitors each year. The ride gross for the past five years are below:

<b>Description</b>	<b>Gross Revenue</b>
<b>2022</b>	Did not operate
<b>2021</b>	Did not operate
<b>2020</b>	Did not operate
<b>2019</b>	\$183,006
<b>2018</b>	\$214,805

The intent of the Fair is to obtain Proposals which address certain basic criteria set forth herein and to allow the Fair to negotiate the best business decision.

#### **B. Definitions**

“Fair”	Means the annual Tulsa State Fair, which generally occurs the fourth Thursday after Labor Day, and is 11 days long.
“TCPFA”	Tulsa County Public Facilities Authority, Public Trust.
“Fairgrounds”	Means the approximate 240 acres managed by TCPFA.
“RFP”	Request For Proposal.
“Proposal”	Means the formal response to the RFP pursuant to the terms hereof.
“Evaluation Committee”	Means the individuals designated by TCPFA.
“Proposal Deadline”	Means 11:00am, on January 13, 2023.

“Proposer”	Means the person, firm or entity submitting a Proposal.
“Successful Proposer”	Means a Proposer who has been selected.
“Sky Ride”	Means the Von Roll Sky Ride, that includes two stations on the east / west ends, support towers with bases, the cable, gondolas and all equipment associated with the ride.
“Agreement”	Means the Agreement to be negotiated with the selected Successful Proposer.

### C. Timeline

The schedule below indicates the deadlines for the RFP and the projected Agreement:

Description	Date	Time (if applicable)
<b>Issue RFP</b>	November 22, 2022	
<b>Submit Questions and Notify Purchasing Agent of Intent to Participate.</b>	December 9, 2022	12:00pm, CST
<b>Response to Questions Distributed</b>	December 16, 2022	By 5:00pm, CST
<b>Proposal Deadline</b>	January 13, 2023	11:00am, CST
<b>Proposal Opening</b>	January 13, 2023	1:00pm, CST

### D. Proposal Submission

One (1) unbound original and five (5) copies of the complete Proposal must be received by January 13, 2023, by 11:00am Central Standard Time. A flash drive containing the digital copy of the complete Proposal must be included. All items must be submitted in sealed envelopes or sealed containers stating on the outside the Proposer’s Name, Address, Telephone Number, Email, sent to or delivered to:

Jessica Booth, Purchasing Agent  
Expo Square / Tulsa State Fair  
4145 East 21<sup>st</sup> Street  
Tulsa, OK 74114

### E. Contact Person

The only contact person for this RFP is:

Jessica Booth  
(918) 744-1113, ext. 2045  
[jbooth@exposquare.com](mailto:jbooth@exposquare.com)

#### **F. Questions, Additional Information and Amendment**

Request for additional information, clarifications and questions must be submitted in writing via email to the contact person above. The request must contain the Proposer's Name, Address, Phone Number and Email. All interested Proposers must indicate via email to the Fair's Contact Person on or before 12:00pm, December 9, 2022. The Fair will issue a comprehensive response to all questions submitted via email on or before 5:00pm, December 16, 2022, to all interested Proposers. Proposers should not rely on any representations, statements or explanation other than those made in writing via email by the Fair's Contact Person. The Fair reserves the right to amend this RFP.

#### **G. Late Proposals, Modifications and Withdrawals**

Proposals received after the Proposal Deadline are late and will not be considered. A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal Deadline. The Evaluation Committee will only consider the latest version of the Proposal. A Proposal shall be irrevocable until Agreement Award unless Proposal is withdrawn; a Proposal may be withdrawn only by written request via email and only prior to the Proposal Deadline.

#### **H. RFP Postponement / Cancellation**

The TCPFA may, in its sole and absolute discretion, reject any and all, or parts of any and all Proposals; re-advertise this RFP; postpone or cancel this RFP process; or waive any irregularities in this RFP or in the Proposals received as a result of this RFP.

#### **I. Cost Incurred by Proposers**

All expenses involved with the preparation and submission of Proposals to the Fair, or any work performed in connection therewith shall be the sole responsibility of the Proposer.

#### **J. Negotiations**

The TCPFA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms. The TCPFA may also elect to enter into contract negotiations with the selected Proposer or Proposers. If the TCPFA and the selected Proposer(s) cannot negotiate a successful contract the TCPFA may terminate said negotiations and begin negotiations with the second ranking Proposer. This process will continue until a contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against the TCPFA arising from such negotiations or deviations by the TCPFA in the terms, provisions and conditions hereunder, or in any Proposal submitted pursuant hereto.

#### **K. Rules, Regulations, Licensing Requirements**

The Proposer shall comply with all laws, ordinances and regulations applicable to Rides. Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the Rides and services offered.

## **L. Review of Proposals**

Each Proposal will be reviewed by the Evaluation Committee to determine if the Proposal is responsive to the submission requirements outlined in the RFP. A responsive Proposal is one which follows the requirements of the RFP, includes all documentation, is timely submitted, and has the appropriate signatures as required in the RFP. Failure to comply with these requirements may result in your Proposal not being considered. TCPFA reserves the right to request and examine additional documents from Proposers, including but not limited to the audited financials of the short-listed Proposers.

## **Section II. Terms and Conditions**

### **A. Term of Agreement**

The Agreement will become effective and binding upon its execution date (“Effective Date”). The Agreement term shall be negotiated based upon the type of purchase and/or operation.

### **B. Rental / Payment Structure**

The Successful Proposer:

- If purchasing, maintaining and operating the Sky Ride during the Tulsa State Fair, provide TCPFA a minimum of 25% of gross sales; or provide proposed percentage split in response to RFP.
- If maintaining and operating the Sky Ride during the Tulsa State Fair, provide TCPFA a minimum of 45% of gross sales; or provide proposed percentage split in response to RFP.
- The Fair will entertain alternative payment options suggested by any Proposer in addition to the ones stated above.

### **C. General Maintenance and Operation:**

- The Successful Proposer shall be responsible for all maintenance, operations, staff and any activity associated with the Sky Ride at proposer’s sole cost.
- The expectation for the Successful Proposer is to operate the Sky Ride in accordance with all safety regulations, in a clean and professional manner.

### **D. Key Operational Terms**

- **Minimum Qualifications / Experience Requirements:** Proposers shall demonstrate a minimum of ten (10) years experience in the management and

operation of Rides. If Proposer is a new entity by reason of merger, the current management of Proposer shall demonstrate a minimum of ten (10) years experience in the ownership, management and operation of Rides.

- **Ticket Sales:** The Fair shall control all ticket stock. All labor is the responsibility of the Successful Proposer. Ticket sales will not be incorporated as part of any Midway wristband or ticketing promotions.
- **Promotions and Marketing:** The Proposer is responsible for all promotional and marketing efforts. The Proposer shall have no sponsorship rights, unless they obtain written approval from TCPFA Management.
- **Accounting Reports and Settlement:** Accounting Reports will be provided on a consistent basis; reports are subject to fluctuation as tickets and cash are audited. Final settlement will occur after the final day of the Fair, no later than ten business days following the last day of the Fair.
- **Insurance:** The Successful Proposer shall provide to the Fair a complete indemnity, and must currently have commercial general liability coverage with minimum limits of at least \$1,000,000 per occurrence combined single limit, and not less than \$5,000,000.00 per occurrence to more than one person in any one accident, for bodily injury and property damage and cover damages for bodily injury, property damage, personal injury liability, and products and completed operations liability. In addition, Proposer must maintain automobile liability, workers' compensation, and all-risk property insurance coverage.
- **Employees:** The Fair will have the right to request the immediate removal of any employee or agent of the Successful Proposer from the Fair premises. All employees and representatives of the Successful Proposer must wear a consistent uniform that is clean and professional. No alcoholic beverages or illegal substances shall be consumed on the Fairgrounds by any employee of the Successful Proposer.
- **Inspections:** The Successful Proposer must be prepared and comply with all Ride / Labor Department Inspections.
- **Theft / Damage:** The Fair shall not be responsible for the safety and security of the property or equipment of the Successful Proposer or the property of the employees of the Successful Proposer.

### **Section III.**

#### **Proposal Submission Requirements**

##### **A. Itemized List of Required Submittals**

All items submitted must be typed, with the exception of requested signatures.

1. **Cover/Transmittal Letter:** Each Proposer must indicate the contact person with the return mailing address, main number, cell phone number and email address.
2. **Executed Affidavit Form (Attachment):** Proposer acknowledges that the Proposal is based upon all terms and conditions set forth in the RFP and specifically agrees to provide Rides in the manner set forth in the Proposal.
3. **Business, Experience and Qualifications.**
4. **Proof of Insurance.**
5. **Drug Free Workplace Policy (Optional):** Though not a requirement of the RFP, Proposers are encouraged to provide details of any drug free workplace program.
6. **Method of Management/Operation:** Describe the specific plan for Sky Ride Operation, including but not limited to:

#### **Staffing Plan**

- Organizational chart for the proposed operations, including all personnel to be involved in all aspects of the operation.
  - Staffing plan to include the number of management and non-management employees and the general responsibility of each.
  - Ride Operators' qualifications/training.
7. **Rental / Purchase Structure**
  8. **Exceptions:** Proposers shall include a list of exceptions to the requirements of the Request for Proposals and Attachment documents, if any, stated on a separate page labeled "Exceptions". Identify the requirement, nature of the deviation, and explanation. If there are no deviations or exceptions to any portion of this Request for Proposals, Proposer shall so state on the "Exceptions" page. If no deviations are identified and Proposer's Proposal is accepted, Proposer shall conform to all of the requirements specified therein.
  9. **Other Information:** Proposer should provide any other information that would be helpful in evaluating the Proposer's ability to successfully develop and operate the Sky Ride.

## **Section IV.**

### **Proposal Evaluation and Selection Process**

#### **A. Evaluation Criteria**

All Proposals will be reviewed and evaluated by the Evaluation Committee.

For Purchase with intent to maintain and operate during the Tulsa State Fair:

##### **1. Experience and Qualification of Proposer: Forty Percent (40%)**

- Number of Years of Ride Operator Experience.
- Level and type of Management Staff, Operators and Experience; Staffing Plan.
- Fair and/or Professional References.

##### **2. Financial Proposal: Sixty Percent (60%)**

- Ride Gross Percentage to Fair.

#### **B. Proposer Interviews**

Proposers may be required to attend one or more oral interviews with the Evaluation Committee and / or Management to discuss specific issues related to their Proposal. Dates and Times of such interviews will be determined by Management; and Proposers will be given notice of such at the appropriate time.



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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.