

May 23, 2024
Date

NOTICE TO BIDDERS

We are requesting bids for the following:

TULSA STATE FAIR DECORATOR SERVICE

Attached are the specifications.

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

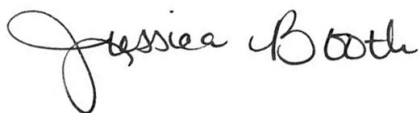
Sealed bids shall be delivered to the office of the Tulsa County Public Facilities Authority, Southwest Corner of the SageNet Center, 4145 East 21st Street, Tulsa, Oklahoma 74114 until **11:00 a.m. on June 18, 2024**. Bids shall be submitted in an envelope clearly labeled “TSF Decorator Service”.

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 June 18, 2024.

“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

**BID SPECIFICATIONS
DECORATOR CONTRACTOR SERVICE
TULSA STATE FAIR**

The Tulsa County Public Facilities Authority (TCPFA) is requesting sealed bids for the contract to provide decorator contractor service for the annual Tulsa State Fair at Expo Square.

REQUIREMENTS

Fair Dates:

September 26 through October 6, 2024

Set-Up:

A spreadsheet will be provided by Tulsa State Fair with dates, times, equipment needs and layout including vendor list, locations and booth size, for each area. Locations and dates listed below are for bidding purposes. Final locations and dates will be provided to the successful bidder on or before **July 1, 2024**.

Begin marking floors and setting pipe and drape:

- | | |
|------------------------------|--------------------------------|
| • Exchange Center | Wednesday, September 11 |
| • SageNet Center Upper Level | Wednesday, September 4 |
| • SageNet Center Lower Level | Wednesday, September 4 |
| • Central Park Hall | Monday, September 16 |
| • Ford Truck Exhibit Hall | Monday, September 23 |
| • Super Duty Arena | Monday, September 23 |

SageNet Center Upper Level must be marked by Friday, September 13. Central Park Hall must be complete by Friday, September 20, and the Exchange Center by Friday, September 20.

Tear-Down:

Begins at **9pm, Sunday, October 6, 2024**. The premises must be clear of all equipment and materials by the listed times:

- | | |
|---------------------------|---|
| • Central Park Hall | Monday, October 7, 2024, by 8am |
| • All Livestock Arenas | Monday, October 7, 2024, by 8am |
| • Ford Truck Exhibit Hall | Monday, October 7, 2024, by 8 am |
| • Super Duty Barn | Tuesday, October 8, 2024, by 8am |
| • SageNet Center | Tuesday, October 8, 2024, by 8am |
| • Independent Midway | Tuesday, October 8, 2024, by 3pm |
| • Exchange Center | Tuesday, October 8, 2024, by 5pm |

Booth Sizes:

10'x10'	15' x10'	20'x10'	25'x10'	30'x10'	35'x10'	40'x10'	50'x10'
10'x15'	15'x15'	20'x15'	25'x15'	30'x15'	15'x20'	20'x20'	25'x20'
30'x20'	40'x20'	20'x25'	25'x25'	20'x30'	30'x30'	30'x35'	30'x40'
Bulk Space will include any booths over 1,200 square feet							

Booth Specs:

Booths are to be set-up in the buildings in accordance with Tulsa State Fair floor plan(s), and must provide flame proof drapery in the color(s) of choice by the Tulsa State Fair. Each booth shall have a 7" x 40" vendor identification sign, with the exception of the midway vendors. This list will be provided by the Tulsa State Fair and will include vendor name and location by building.

Booth Quantities:

Approximately 700 booths in accordance with our layout(s); these booths will include, but not limited to a variety of sizes as previously listed.

Additional Equipment:

Drapes for masking	Table skirting
8' high	Carpeting
12' high	Folding tables (cleaned and draped)
16' high	Booth signs
3' or 4' high	Adjustable uprights (10) to run electric cords
Solid Panel – 4' x 8'	2' x 4' tables
Vinyl Covering	6' Tables
Stanchions	8' tables

Additional Areas Serviced:

- Entertainment Stages
- Miss Tulsa State Fair Pageant
- ExpoSERVE Stations
- Pavilion Stroller Room
- Disney On Ice
- 4-H/FFA Exhibits
- Made in Oklahoma
- Ford Truck, Mustang, Ranger, Pavilion Arenas
- Night of Champions
- Wine Garden
- Photography Backdrops will be required as needed for the Livestock Area

Additional Requirements / Information:

- List references of fairs/expositions for which you have provided decorating service and years of service.
- Bids must contain total costs, No add-ons for labor, including working throughout the night to meet move-out deadlines, freight, etc., will be accepted at time of billing.

- Bidders may include an additional removal fee with the bid response for work performed that exceeds the normal hours of operation of the Tulsa State Fair; pertaining only to tear-down.
- Change overs will be required in different areas throughout the Fair.
- An individual from your company will be required to assist Tulsa State Fair Personnel in platting the SageNet Center, Exchange Center, Central Park Hall and Ford Truck Exhibit Hall.
- An individual from your company will be required to check buildings early each morning during the run of the Fair and be on-call to handle any needs or problems that may arise.
- Service desk in the SageNet Center required during set-up time to service vendor requests. Selected company must remain open in the SageNet Center the duration of the fair.
- A furniture rental price list is required for distribution to vendors, and must be included with bid.
- All drapery and skirting material must be clean, flame retardant and in excellent condition.
- **Preferred drapery colors should include but not limited to: Black, Blue, Burgundy, Gold, Hunter Green, Purple, Silver & Red.**
- All bidders must provide current Certificates of Insurance for both General Liability and Workers Compensation insurance coverage with limits of not less than \$1,000,000/\$1,000,000/\$1,000,000, excess umbrella liability of \$1,000,000 and showing TCPFA as additional insured.
- **This bid will be effective for a one-year period beginning June 27, 2024.** Additional one-year optional periods may be renewed upon mutual agreement of both parties, providing there are no changes to the terms.
- TCPFA terms and conditions are listed in Attachment A. Vendors shall review and agree to these terms and conditions or submit alternate language with their bid submittal. Any contracts or agreements shall be included in the bid submittal for review.

All bid prices must include freight prepaid to:

Tulsa State Fair
Warehouse
4000 East 15th Street
Tulsa, OK 74112

Any questions requiring answers or clarifications prior to submitting bid are to be made in writing to Jessica Booth, Purchasing Agent, by emailing questions to jessica@exposquare.com no later than **12:00 p.m. on June 12, 2024.**

Decorator Contractor Service Bid Submittal	
Item	Cost
3' or 4' High Drapes for Booths - per lineal foot	
8' High Drapes for Booths - per lineal foot	
3' or 4' High Drapes for Masking - per lineal foot	
8' High Drapes for Masking - per lineal foot	
12' High Drapes for Masking - per lineal foot	
16' High Drapes for Masking - per lineal foot	
Black Drapes for Masking - per lineal foot	
Solid 4' x 8' Panels for Masking - per lineal foot	
Taffeta Skirting - Stage - per lineal foot	
Taffeta Skirting - Table - per lineal foot	
Vinyl Covering	
Stanchions	
Table Skirting	
Carpeting - per square foot	
Folding Tables (cleaned and draped)	
Booth Signs	
2' x 4' Table	
6' Table	
8' Table	
Adjustable Uprights (10) to run electric cords	

Vendor:

Representative:

Email:

Phone Number

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.

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.