

May 25, 2023

Date

NOTICE TO BIDDERS

We are requesting bids for the following:

TULSA STATE FAIR FENCE RENTAL

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.

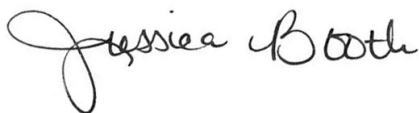
Sealed bids shall be delivered to the office of the Tulsa County Public Facilities Authority, Southwest Corner of the River Spirit Expo, 4145 East 21st Street, Tulsa, Oklahoma 74114 until **11:00 a.m. on June 20, 2023**. Bids shall be submitted in an envelope clearly labeled "TSF Fence Rental Bid".

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 June 20, 2023.

"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

2023 Tulsa State Fair Fence Rental Bid

Intent: Tulsa County Public Facilities Authority (TCPFA) is requesting sealed bids for the rental of fence for the 2023 Tulsa State Fair.

General Specifications: Bidders shall keep the following in consideration while bidding:

TSF Perimeter Fence - Bidders shall provide a price for the rental of 3500 linear feet of chain link fence panels with feet and an adequate number of sandbags to support the fence. Additional sandbags may be requested if needed.

Midway Office Fence – Bidders shall provide a price for an additional 1050 linear feet of chain link fence panels with feet and an adequate number of sandbags is needed for the midway offices.

Installation/Removal: Bidder shall begin installation on September 18th and be complete by the end of the day on September 20th. Removal shall begin on October 11th and be complete by the end of the day on October 13th.

Bid Pricing: Bid prices must contain total cost including, but not limited to, delivery, installation and removal for the term listed above. Any cost not submitted with the bid will not be permitted for payment.

Signed Contract or Agreements: Any required rental or service contract or agreement shall be submitted with the bid submittal for review. TCPFA's terms and conditions are listed in Attachment A. Agreements or contracts not submitted for review with the bid will not be approved after the bid award.

Insurance Requirements: Vendor shall carry and keep in force at all times General Liability in the amount of \$1,000,000, worker's compensation insurance and automobile insurance if driving company vehicles on TCPFA grounds. TCPFA will also need to be listed as additionally insured on those certificates.

Questions: All questions regarding this bid must be directed to Jessica Booth in writing by January 13, 2023 by 12:00 p.m. Email questions to Jessica@exposquare.com.

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.



**Bid Submittal Form
for TSF Rental Fence**

TSF Perimeter Fence - Price to rent, install and remove 3500' linear feet of chain link fence panels, feet & sandbags:

\$ _____

Midway Office Fence - Price to rent, install and remove 1050' linear feet of chain link fence panels, feet & sandbags:

\$ _____

Total Price \$ _____

Vendor: _____

Rep: _____

Email Address: _____

Phone Number: _____

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.