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February 15, 2024

Date

NOTICE TO BIDDERS

We are requesting bids for the following:

Video Board Rentals

Attached are the specifications.

Bidders shall state whether the item(s) and service(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 March 7, 2024. Bids shall be submitted in an envelope clearly labeled "Video Rentals 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 March 7, 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,

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

Jessica Booth
Purchasing Agent



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Video Board Rentals Specifications

Intent: Tulsa County Public Facilities Authority (TCPFA) is requesting sealed bids to secure a vendor to provide video board rentals and related equipment for various events. This bid will be in effect for one (1) year beginning on the award date and have the option to renew for additional one (1) year periods.

Event Information: TCPFA is requesting sealed bids to rent video board(s) for the Fair Meadows Live Race Meet beginning in June through July and the Tulsa State Fair beginning September 26 – October 6, 2024.

Requirements: Vendors shall take the following into consideration while bidding –

- Vendors shall submit pricing as requested on the bid submission form. Vendors may present as many options as they wish for review and consideration.
- Pricing shall be inclusive of all charges to provide the board(s) and services as described. Charges over and above the bid amount such as per diem, meals, rooms, transportation, etc. will not be paid by TCPFA. Vendor may include optional or miscellaneous expenses to be considered on a separate page.
- Vendor shall submit electrical and connectivity requirements for each board option submitted.
- Vendor shall submit a copy of any required agreement with the bid. Terms and conditions will be reviewed and will be taken into consideration while evaluating bids.
- TCPFA's terms and conditions are listed on Attachment A. Vendors shall review and agree to these terms and conditions before submitting a bid.
- TCPFA reserves the right to award this bid by item or in total.
- Additional board rentals may be requested during the term of this bid.
- All pricing submitted shall remain valid until bid is awarded on March 28, 2024, and agreements are approved, if applicable.

Specifications:

- **LED SCREENS**
 - Outdoor rated LED video displays. Screen size: 10' x 20' each, minimum. The screens must be capable of being outdoors up to 12 days. The screens must run in direct sunlight.
- **LED SCREEN SPECIFICATIONS**



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- 10mm or better resolution, 4500 Nits brightness
 - Proper ground supported structure for outdoor use
 - All necessary processing & power distribution equipment and cables
 - Truck mounted LED is acceptable.
 - Proper wind & weather monitoring devices.
- **CAMERA, PLAYBACK, AND ENGINEERING SYSTEM**
 - The equipment on the attached list must be provided by the vendor. Brands and models are listed only to demonstrate level of performance and quality; actual items provided by bidder must be of equivalent or better performance and quality. Vendors shall list any equipment that varies from the equipment listed.

Labor: Vendor to provide Camera Operators, Video Engineer, and Video Producer for duration of event. Vendor to provide necessary labor for setup and take down.

Installation/Tear Down Dates: Video board(s) for the Fair Meadows Live Race Meet are required to be installed and operations no later than May 13, 2024, and may be removed after July 22, 2024. Video board(s) for the Tulsa State Fair are required to be installed no later than September 19, 2024, and can be removed after October 7, 2024.

Insurance: Once awarded vendors 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. Installation of signs will not be allowed until certificates are on file.

Questions: Vendors with questions shall contact Jessica Booth, Purchasing Agent, via email at jessica@exposquare.com before 12:00 p.m. on March 4, 2024.

Vendors are asked to register their participation with Jessica Booth by emailing their company information. Registering will ensure vendors are included in addendums and any other changes that may occur.

Bid Submission: Bids are due by 11:00 a.m. on March 7, 2024. Bids shall be mailed or hand delivered to the TCPFA Administrative Offices located at 4145 East 21st Street, Tulsa, OK 74114. Bids shall be in a clearly labeled, sealed envelope and include the following:

- Bid Submission Form
- Affidavit for Filing with Competitive Bid (Signed and Notarized)



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- Any applicable agreements that will be required
- Board options with specifications
- Electrical and connectivity requirements for board options



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**Bid Submission Form
For
Video Board Rental**

Event

Price per Video Board

**Fair Meadows Live Race Meet
(May 13-July 22)**

\$ _____

**Tulsa State Fair
(Sept 19-Oct 7)**

\$ _____

Weekly Rental Rate

\$ _____

Monthly Rental Rate

\$ _____

Vendor: _____

Representative: _____

Email Address: _____

Phone Number: _____

EQUIPMENT LIST

CAMERAS AND ACCESSESORIES

Quantity	Item
3	Sony D35 Triax Cameras
1	Canon J55x Long Lens
1	Canon J33x Long Lens
2	Standard Zoom Lenses
2	GoPro Hero POV cameras
2	Studio Configurations
3	Sony CCU
3	Triax Cabling - Up to 300 ft. per camera

SWITCHERS

Quantity	Item
1	Grass Valley Indigo
1	Folsom Imagepro HD

VIDEO DECK

Quantity	Item
1	Grass Valley Turbo iDDR

1	Tascam DVD Player
1	Sony DVD Recorder

ENGINEERING / DISTRIBUTION

Quantity	Item
1	Rack
2	1-in, 4-out
1	Mackie 1402 Audio Mixer

- **VIDEO CABLES**
 - Up to 500 ft. of SDI or equivalent.
- **COMPUTER AND ACCESSORIES**
 - One computer to store and play back Fair content.
- **COMMUNICATION PACKAGE**
 - Adequate for Director to Camera Operators. Must be able to connect to house Clear Com system.
- **MISCELLANEOUS**
 - Trussing
 - Chain Motors
 - Scaffolding
 - Video Adapter Kit
 - Audio Adapter Kit



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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.



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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.



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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.