



June 21, 2017

Date

## NOTICE TO PROPOSERS

We are requesting proposals for the following:

### POS SYSTEMS

Attached are the specifications.

Proposers shall state whether the item(s) proposed strictly meet these specifications and if not, they shall list each variation there from.

Sealed proposals shall be delivered to the Administrative Office of the Tulsa County Public Facilities Authority, Southwest Corner of the River Spirit Expo, 4145 East 21<sup>st</sup> Street, Tulsa, Oklahoma 74114 until **11:00 a.m. on July 11, 2017**. Proposals shall be submitted in an envelope clearly labeled "POS Systems".

Proposals will be opened by the TCPFA in the River Spirit Expo Administrative Office, 4145 East 21<sup>st</sup> Street, Tulsa, Oklahoma, 74114 at 1:00 p.m. on July 11, 2017.

**"Affidavit for Filing with Competitive Bid", "Business Relationships Affidavit", "Certification of Nondiscrimination in Employment" and "Affidavit of Compliance" forms must be signed, notarized, and returned with proposal or proposal will not be accepted.**

Each proposal over \$50,000 shall be accompanied by a certified check, cashier's check or bid bond approved by the Authority in an amount of not less than five percent (5%) of the amount of the proposal as a guarantee that, if awarded, the proposer will enter into a contract with the Authority for the execution of the above stated work, and in the event of failure to do so, it shall be paid to the Authority in the sum of five percent (5%) of said proposal as liquidated damages.

Awarded proposer will be required to provide Maintenance, Performance and Statutory bonds. Both Workman's Compensation Insurance and General Liability Insurance coverage will be required, with limits of not less than \$1,000,000/\$1,000,000/\$1,000,000 with excess umbrella of liability \$1,000,000 and TCPFA as additional insured.



All questions regarding this proposal must be directed in writing to Jessica Booth, Purchasing Coordinator, by email:

Email: [Jessica@exposquare.com](mailto:Jessica@exposquare.com)

Questions shall be submitted no later than 5:00 p.m. on July 6, 2017.

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 letters of "Jessica" and "Booth" being capitalized and prominent.

Jessica Booth  
Purchasing Coordinator

## Request for Proposals For Point of Sale Systems

Tulsa County Public Facilities Authority (TCPFA) is requesting proposals for the purchase, installation and maintenance of point of sale (POS) systems.

**Intent:** The intent of this proposal request is to purchase and install new point of sale systems for concession stands and kiosks at the Tulsa County Fairgrounds. Vendors shall provide a price for point of sale hardware and peripherals, back office hardware and software and for the installation and maintenance of the systems.

**Statement of Work:** The successful vendor shall be responsible for providing a turnkey solution as follows:

- Provide and install a complete point of sale and concessions management software solution for TCPFA. This includes hardware, software and any related peripherals.

**Equipment:** Refer to the point of sale, retail & back office specifications included in this bid packet.

- **Hardware:** TCPFA anticipates purchasing up to one hundred forty-five (145) POS terminals of a single model or a combination of multiple models, with a minimum require of the attached specifications.
- **Server:** Vendor shall provide options for implantation of software to a physical server or locally hosted server. See section 2.3.
- **Software:** Vendors must include back office software necessary to operate the terminals and a robust back of house cash and concession inventory and reporting software. Any continuing software license cost should be included in the proposal. Software must be able to operate on TCPFA's virtual server.
- **Warranty:** Vendors must include warranty information. This information should include coverage details and term of warranty. RFP shall include manufacturer's warranty and any warranty options available.
- **Vendors must state the minimum number of years hardware and software will be supported.**

**Credit Card Processing:** System shall allow TCPFA's choice of credit card processing.

**Professional Services:** Vendors must include the price for installation and implementation of these systems. Vendors must also include prices for training options. All travel and lodging costs must be included in the prices given. Vendors shall include pricing for optional service packages.

**RFP Requirements:**

- RFP is to include all installation specifications and total cost for installation, hardware, software, and peripherals. Installation includes labor, connection of the systems and any other necessary components needed to provide a fully operational POS system.
- Any continuing software license cost should be included in the proposal. All costs shall be detailed in the proposal response.
- RFP shall include specific manufacturer and model numbers of proposed equipment with detailed specifications and warranties.
- RFP shall include manufacturer's warranty and any warranty options available.
- Any value added services that the vendor can provide prior to, during the installation or at the cut over should be listed as options in the proposal.
- Vendors are requested to register their participation in this project with Jessica Booth, TCPFA Purchasing Coordinator, by email. Please send company and contact information to [Jessica@exposquare.com](mailto:Jessica@exposquare.com).

**RFP Questions:** All questions regarding this RFP must be directed, in writing, to the email below. Copies of all questions and responses will be sent to all registered vendors.

Jessica Booth  
TCPFA Purchasing Coordinator  
(918)744-1113 ext. 2045  
[Jessica@exposquare.com](mailto:Jessica@exposquare.com)

**Deadline for submitting questions is July 6, 2017 by 5:00 p.m.**

**Required Insurance & Bonds:** Certificate of insurance, performance, maintenance and statutory bonds are not required at the time of proposal but must be submitted prior to contract execution.

- Successful vendor will be required to provide both General Liability and Worker's Compensation Insurance coverage, with limits of not less than \$1,000,000/\$1,000,000/\$1,000,000 with excess umbrella of liability of \$1,000,000 and listing TCPFA as additionally insured.
- Successful vendor will also be required to provide Maintenance, Performance and Statutory bonds.
- **A bid bond or check for 5% of the proposal amount IS required to be submitted with the proposal response.**

**RFP Time Line:** Dates are subject to change. All registered vendors will be notified should any dates change.

Proposal Release Date	June 26, 2017
Deadline for Questions	July 6 by 12:00 p.m.
Proposals Due	July 11 by 11:00 a.m.
Proposals Opened	July 11 @ 1:00
Proposal Award	July 20, 2017
Systems Installed By	September 21, 2017

**Proposal Selection Criteria:** Selection of apparent winning proposal will be selected based on-

1. Compliance of Proposal (20%)
  - a. The vendor shall comply with all requirements, technical and otherwise, of the RFP as may be amended through Addenda during the RFP process.
2. Concessions Management Software (20%)
  - a. Vendor shall clearly demonstrate the capabilities of software as related to concessions and inventory management.
3. References and Experience (30%)
  - a. Vendor should provide at least three (3) industry references within the recreation and leisure food service industry (i.e. amusement park, fairgrounds, arena and/or convention center) with contact person's name, phone number and/or email address. Project details (as much as allowed) should be provided with response.
  - b. Projects should be of similar size and nature.
  - c. Vendor should include copies of any and all relevant corporate and individual certificates and/or competencies.
4. Cost (30%)
  - a. Vendor shall document all known cost (onetime or reoccurring) to complete the work described in the RFP.
  - b. Vendor shall provide a cost for optional service agreements and a detailed hourly cost for any ADDITIONAL assistance TCPFA may request such as but not limited to:
    - i. Installing additional hardware and software
    - ii. Troubleshooting
    - iii. Post implementation support
  - c. Any other relevant expenses

**Proposal Submission:** Proposal response packet to include-

- Affidavits signed and notarized –Failure to do so will result in rejection of proposal
- Bid bond or check for 5% of the proposed amount if proposal is over \$50,000- Failure to do so will result in rejection of proposal
- Detailed specifications for the proposed system and warranty information

- Costs detailed in the RFP Requirements section

Please provide one (1) original proposal with four (4) additional copies and an electronic version of the proposal. Proposals must be clearly marked as original and copies. Proposals should be clearly marked "POS Systems" from the outside of the envelope. Proposals must be mailed or hand delivered. All proposals must be received in the TCPFA Administrative Office no later than July 11, 2017 by 11:00 a.m. No late proposals will be permitted.

**Technical Specifications:** The following specification is designed to describe the features required for multi-purpose Point of Sale implementation for use in a flexible event driven environment.

### **1.1. Company Information**

- 1.1.1. Briefly explain the POS provider's company history in the Recreation and Leisure Entertainment, Fairgrounds, Stadium, and Arenas industry, including acquisitions and any product changes as a result
- 1.1.2. Describe the installation base of your current software and hardware solution
- 1.1.3. When was and where is your oldest install of current hardware and software? How much of the original installed hardware has been replaced?
- 1.1.4. A minimum of 8 years installing your current software in recreational and food service environments is required
- 1.1.5. Please provide details on your installation process and background for your current installers
- 1.1.6. Describe the POS provider's company involvement in Green, environment-friendly practices

## **2. Hardware Requirements**

### **2.1. Physical Characteristics**

- 2.1.1. The terminals should be reliable, with annual return rates over 5 years of 5% or less
- 2.1.2. A range of terminals should be available allowing a 10.1" touch screen user display for Concessions and a 15" color LCD touch screen for Restaurants and Bars
- 2.1.3. The terminals shall be splash proof, with a totally enclosed top surface, enabling the unit to withstand an accidental spillage without interruption of operation
- 2.1.4. The terminals shall be able to withstand regularly cleaning with industrial strength cleaning agents
- 2.1.5. The terminals shall be portable and easily re-located to different areas in order to satisfy the varying demand of different events/functions/promotions etc.
- 2.1.6. The terminals shall have 4 USB ports as well as a dedicated cash drawer port
- 2.1.7. Terminals must be capable of displaying a continuous subtotal on both the user and customer display and displays shall be backlit
- 2.1.8. The terminals must have a small footprint and be of low profile and shall allow cash drawers to be mounted either on top or beneath the counter

- 2.1.9. Terminal must be able to run wired or wireless without reconfiguration
- 2.1.10. The Terminal must be multi-touch with built-in terminal and MSR swipe

## **2.2. Hardware Features**

- 2.2.1. Shall have an optional portable terminal with a receipt printer, 2D scanner and long life battery fully enclosed and integrated into the POS housing. It shall be built for durability when transporting between stations or sites
- 2.2.2. Portable terminal shall be able to communicate over 802.11 a/b/g/n
- 2.2.3. Shall have a low power-consumption, energy saving design
- 2.2.4. POS terminals shall have no dependence on Windows or SQL client access licenses
- 2.2.5. All technologies required within a venue shall be capable of being integrated in the same system and share printers, e.g. Concession Terminals, Bar Terminals, Portable Terminals, Touch Screen Terminals and Hand Held units
- 2.2.6. Each terminal shall be capable of supporting the following optional peripheral devices:
  - 2.2.6.1. Data input devices such as, Magnetic Stripe Reader, Proximity Buttons etc.
  - 2.2.6.2. Bar Code Scanner
  - 2.2.6.3. Receipt and journal Printer
  - 2.2.6.4. Customer display
  - 2.2.6.5. RF Cashier or Loyalty Reader
  - 2.2.6.6. Multiple Cash Drawers
- 2.2.7. The POS solution shall provide flexibility in networking options. Describe the options available with your solution.
- 2.2.8. Each terminal shall be capable of full operation without loss of data, in the event of back office computer or network failure. Terminal shall be able operate in offline mode for at least 2 consecutive events before being reconnected. Once service has returned, data shall be downloaded to the server automatically without loss of definition
- 2.2.9. Each terminal shall be easily and quickly replaceable with only minor tweaks to back-office configuration.
- 2.2.10. Each terminal shall have a unique device ID to identify it to the back office computer.
- 2.2.11. Must have a terminal option that is capable of paging back through at least the 100 previous sales in the event of a query on a sale. This procedure must be maintained even after the sale may have been transmitted to the back office.
- 2.2.12. Must have a terminal option that is capable of holding and retrieving multiple sales, so that a sale can be put on hold and another customer served in the event of a wait for a product or while a query on a sale is resolved.
- 2.2.13. Must have a terminal option able to support stored table or tab charges, accessible from any terminal in the same location.
- 2.2.14. Terminals must be able to share any printer in the same location and printers must be able to be quickly re-assigned from the back office in the event of a printer failure.
- 2.2.15. Terminals must support multiple remote printing of selectable PLU's such as in Kitchen Printing.

- 2.2.16. All keys should be capable of being protected by selective access by job role (Manager, Supervisor, Cashier, etc) or password control.
- 2.2.17. Terminals should support sales to specified Customer Accounts such as owners or VIP accounts by way of magnetic swipe or optional RF card reader. It should also have the capability to make payments to those Accounts and check balances.
- 2.2.18. Terminals must have the ability to change prices in the event of a magnetic swipe or optional reader for RF card presentation, based on the type of card swiped, e.g. PayPass, VIP, Member or Employee Meals.
- 2.2.19. If a fixed price award is made for Employee Meals, certain products must be automatically disabled when the card is swiped to avoid expenditure on such items as alcohol.
- 2.2.20. The following "cash register" key functions are the minimum requirement:
- 2.2.20.2. Fast PLU keys and PLU entry key
  - 2.2.20.3. Fast cash keys, with assigned tendered amount e.g. \$5, \$10, \$20, \$50 & \$100, Next Dollar, Exact Dollar
  - 2.2.20.4. Miscellaneous keys, e.g. Subtotal, Clear, Hold/Recall sale.
  - 2.2.20.5. Each key or keypad must be capable of being configured for the full range of key options, remotely via the back office computer.
  - 2.2.20.6. The system shall provide a full electronic journal for each transaction, with optional data appended for time, date, terminal number, Cashier I.D. and membership number.
  - 2.2.20.7. Each PLU shall have the ability to have at least 4 price levels associated with it, and the price level shall be capable of being changed from the back office computer at user defined times
  - 2.2.20.8. Price Levels and individual price changes shall be able to be changed automatically during an event
  - 2.2.20.9. Price Levels shall be selectable by a pre-determined schedule during an event
  - 2.2.20.10. Where one of the available price levels is a member's price, for example, this price level should automatically be selected if a membership card is presented.

## **2.3. Server Requirements**

- 2.3.1. Vendor shall provide server options for a physical server and a locally hosted server. Locally hosted server runs on existing VMware Dell server hardware and is configured by TCPFA's internally IT staff. Vendor network access and account forms will be required to access server for software installation. Vendors shall answer the following:
- Number of servers required to run proposed system?
  - Number of cores per server for each server?
  - How much memory is needed per server for each server?
  - Drive numbers and sizes for each server?
  - Is an operating system required?
  - What are the port and external IP requirements?

## **3. Software Requirements**

### **3.1. General**

- 3.1.1. POS and Back Office software must provide a fully integrated solution, with no



- dependency on 3rd party solutions, including Loaded Tickets and Gift Cards
- 3.1.2. Provide credit card authorization times, from swipe to receipt print, for a POS in a live environment during the peak transaction time of an event.
  - 3.1.3. Complete POS system and back office shall be PA-DSS compliant, which meets PCI requirements for payment applications.
    - 3.1.3.1. Please provide the version of PA-DSS your proposed system is certified against
    - 3.1.3.2. Please provide any details of your history with PA-DSS compliance, were upgrades of hardware and / or software required?
  - 3.1.4. POS and Back Office software must also allow for easy integration with 3rd party solutions, including Loaded Tickets, Gift Cards, Digital Menu Boards
  - 3.1.5. The back office software shall be fully integrated so that sales and inventory data from Concessions, Retail, Suite Catering, Restaurants, Bars, Merchandising and In Seat Service can be contained in a single report
  - 3.1.6. Back office software shall include a full-featured, integrated reporting engine, with common reports on sales, inventory, stock, clerks, etc.
  - 3.1.7. The software must include a comprehensive vending component included in the out-of-the-box offering
  - 3.1.8. Event or day driven, with ability to have multiple event opens concurrently
  - 3.1.9. Each sales transaction shall be assigned a unique transaction number to assist in audit trail.
  - 3.1.10. Back Office software shall support multiple security access levels based user profiles. Security shall be structured to allow access to only certain parts of the system, but shall also be able to restrict those parts to full access or read only
  - 3.1.11. Ability to have variable stocking, transfer & selling units with additional purchasing unit definable by supplier
  - 3.1.12. Purchasing component should have a direct link to vendors for on line ordering
  - 3.1.13. Ability to update the back office software or the software operating in the terminals from one central point, and in real-time
  - 3.1.14. Ability to assign multiple warehouses per location
  - 3.1.15. Ability to enter Stock at the POS terminal so that it appears directly in the stand worksheet (including Ending Counts, Employee Meals and Spoilage)
  - 3.1.16. Full reporting package including comprehensive physical, terminal and cash sales reporting by event type, event, date range

## **4. Terminal/System Capabilities**

### **4.1. Concessions**

- 4.1.1. Full cash room facilities with entry at concession or terminal level and break down by cashier.
- 4.1.2. Full reporting capability with Physical, Terminal and Cash sale variations, with the ability to drill down to full cashier audit.
- 4.1.3. Search for individual transactions by terminal, sale ID, credit card, quantity or price.

- 4.1.4. Ability to perform pre-event & event day stock transfers.
- 4.1.5. Employee meals should be tracked by individual employee by day, month, year (amount spent, product purchased) with optional use of employee swipe card.
- 4.1.6. Sales and stock should be able to be monitored real time from any manager workstation. It is preferable that monitors can be defined with user alerts when crucial stock lines fall below minimum levels

## **4.2. Vending**

- 4.2.1. Full commission setup variable by product and by vendor
- 4.2.2. Support multiple commission rates by product and vendor
- 4.2.3. Should allow first product shipment on credit
- 4.2.4. Full Vendor commission report by event or date range

## **4.3. Suite Catering**

- 4.3.1. Should support multiple customers per suite
- 4.3.2. Multiple service levels definable by order type and customer
- 4.3.3. Should provide advance day ordering, advanced day web ordering, and event day ordering with full customer summary and optional payment methods
- 4.3.4. Ability to individually assign special items (such as cutlery, special side orders) to products
- 4.3.5. Configurable product entry for special requirements that do not exist in the system
- 4.3.6. PAR level definition by Suite
- 4.3.7. Full aged accounts
- 4.3.8. Ability to generate kitchen production schedule
- 4.3.9. Ability to produce kitchen labels

## **4.4. In Seat Service**

- 4.4.1. Able to accept P2PE credit cards
- 4.4.2. Includes support for loyalty
- 4.4.3. Able to track Section, Row, Seat
- 4.4.4. Able to support stored tabs
- 4.4.5. Able to enter tips for all payment types
- 4.4.6. Minimum of 5-hour battery life

# **5. Hardware Maintenance, Annual Support and Training**

## **5.1. Hardware Maintenance**

- 5.1.1. Describe your hardware maintenance options and help desk services. Describe what services are included in your annual fee and what services attract an additional cost.
- 5.1.2. Must have 24/7/365 Support

5.1.3. Describe hardware replacement process

**5.2. Annual Support**

5.2.1 Vendor shall commit to how many years, as a minimum, the hardware and software will be supported.

5.2.2 Vendor shall include information on the term of initial support and the capacity of that support.

5.2.3 Pricing options for support after the initial terms shall be included in proposal.

**5.3. Training**

5.3.1. Vendor shall include a cost to provide onsite training for approximately 6 people, materials and all pertinent documentation to staff on hardware and software operation at the completion time of installation.

5.3.2. Successful vendor are required to provide on-site training in Tulsa from September 6, 2017 through September 20, 2017 as well as providing an on-site support person from September 26, 2017 through October 10, 2017.

5.3.3. Vendors must include a price to provide on-site support during the Tulsa State Fair each year. This price will be an optionally package and will be for a two (2) week period beginning the last week of September.

5.3.4. All travel and lodging costs must be included in the prices given.

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 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.



CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

Certification with regard to the performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports:

The bidder\_\_\_\_, proposed subcontractor\_\_\_\_, hereby certifies that he has\_\_\_\_, has not\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has\_\_\_\_, has not\_\_\_\_, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirement.

\_\_\_\_\_  
(Company)

By:\_\_\_\_\_

Date:\_\_\_\_\_

**NOTE:** The certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000.00 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

**AFFIDAVIT OF COMPLIANCE**

STATE OF OKLAHOMA    )  
  ) ss.  
COUNTY OF TULSA     )

I, the undersigned, of lawful age, upon my oath and subject to the penalties of perjury, state:

1. I am lawful owner of \_\_\_\_\_, and have the authority and knowledge to execute this affidavit on behalf of said company.
2. I certify that my company and I, any employees or agents thereof, or subcontractors hired by me in compliance with 25 O.S. § 1313, and are registered and participating in the Status Verification System.
3. I certify that I understand that the Status Verification System is defined in 25 O.S. § 1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at [www.dhs.gov/E-Verify.com](http://www.dhs.gov/E-Verify.com).
4. I understand that I alone am responsible for ensuring complete compliance with this law and that by submitting a bid for a Tulsa County Public Facilities Authority project I am agreeing to take full responsibility for the same.
5. I certify that my company and I, any employees or agents thereof, or any subcontractors hired by me will indemnify and hold harmless the Tulsa County Public Facilities Authority Board, any and all of Tulsa County Public Facilities Authority's employees, elected officials, divisions and departments for any action brought against them for violation of any federal, state, tribal, county and municipal laws, ordinances, rules and regulations by my company and I, any employees or agents thereof, and any subcontractors hired my me.

\_\_\_\_\_  
Signed by: \_\_\_\_\_  
  Authorized Owner

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,**

\_\_\_\_\_   
as Principal, and

\_\_\_\_\_   
As Surety,

are hereby held and firmly bound unto Tulsa County Public Facilities Authority, hereinafter called the Owner, in the sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )   
for the payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Bidder has submitted to the Owner a certain bid which is attached hereto and hereby made a part thereof, to enter into agreement for the:

The condition of this obligation is such that if the Owner shall make any award to the Bidder, according to the terms of the advertised bidding documents of bid made by the Bidder therefore, and the Bidder shall duly make and enter into agreement with the Owner in accordance with the terms of said bid and award and shall, in case of failure so to do, pay to the Owner the damages to which the Owner may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void. Otherwise, it shall be and remain in full force and effect.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_   
Principal

By: \_\_\_\_\_

Attest:   
(Affix Corporate Seal)

\_\_\_\_\_   
Corporate Surety

\_\_\_\_\_   
Address

\_\_\_\_\_   
Title

By: \_\_\_\_\_

\_\_\_\_\_   
Title



MAINTENANCE BOND

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the Tulsa County Public Facilities Authority, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States of America, said sum being equal to one hundred percent (100%) of the contract price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WHEREAS**, the said Principal has constructed certain improvements described as follows:

\_\_\_\_\_  
\_\_\_\_\_

which said improvements have been constructed in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of the CEO of the Tulsa County Public Facilities Authority, 4145 East 21<sup>st</sup> Street, Tulsa, Oklahoma.

**NOW, THEREFORE, THE CONDITION OF THE THIS OBLIGATION IS SUCH**, that if the said Principal shall maintain said improvements for a period of one year, against any failure due to defective workmanship or materials, said year period to begin with the date of final acceptance of such completed improvements described above, then this obligation shall be null and void, otherwise to remain in full force and effect subject however to the following express provision:

\_\_\_\_\_  
\_\_\_\_\_

**MAINTENANCE BOND**  
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The Obligee, by and through its proper representative, shall give the Principal and the Surety written notice of all repairs to fulfill the terms of this maintenance guarantee; and the said Principal and Surety shall, after receipt of any such notice, be allowed a reasonable period of time in which to make any such repairs.

**IN WITNESS WHEREOF**, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Principal:

\_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Seal)

Surety:

\_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact

(Seal)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the Tulsa County Public Facilities Authority, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The condition of this obligation is such that:

WHEREAS, the said Principal entered into a written Contract with the Tulsa County Public Facilities Authority of Tulsa County, Oklahoma dated \_\_\_\_\_, 20\_\_\_\_, for

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of the Tulsa County Public Facilities Authority, 4145 East 21<sup>st</sup> Street, Tulsa, Oklahoma.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly, and faithfully perform and abide by said Contract and each and every covenant, condition, and part thereof and shall fulfill all obligations resting upon said Principal by terms of said Contract and said specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, materials, and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise, and if said Principal shall protect and save harmless said Tulsa County Public Facilities Authority, from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding or protecting the same, or from any act or omission of said Principal or his or its agents, servants, or employees, and if said principal shall protect and save the Tulsa County Public Facilities Authority, harmless from all suits and claims of

infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

**IN WITNESS WHEREOF**, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Principal:

\_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Seal)

Surety:

\_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact

(Seal)

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the Tulsa County Public Facilities Authority, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The condition of this obligation is such that:

WHEREAS, the said Principal entered into a written Contract with the Tulsa County Public Facilities Authority dated \_\_\_\_\_, 20\_\_\_\_\_, for

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of the Tulsa County Public Facilities Authority, 4145 East 21<sup>st</sup> Street, Tulsa, Oklahoma.

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who perform work in the performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said Contract within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

**IN WITNESS WHEREOF**, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

**Principal:**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
(Seal)

**Surety:**

\_\_\_\_\_

(Seal)

**By:** \_\_\_\_\_  
**Attorney-in-Fact**