



**Canadian County  
Purchasing**

**Addendum  
Bid Specifications**

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Date Issued: October 13, 2020  
Bid Number: 2021-#06  
Closing Date: October 19, 2020 at 8:30am  
PO Box 458, 201 N. Choctaw Ave., El Reno, OK 73036  
Opening Date: October 19, 2020 during the Public Facilities Authority Meeting that begins at 8:30am  
Commissioner's Meeting Room, 201 N. Choctaw Ave., El Reno, OK 73036

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~ SPECIFICATIONS ~  
\*Addendum\*

**Temporary Power Distribution System / Fairgrounds / for Canadian County Public Facilities Authority**

Canadian County Public Facilities Authority is seeking bids for design, purchase and delivery of components and equipment for a Temporary Power Distribution System at the new Canadian County Fairgrounds facility.

**Specifications:**

An addendum has been made to the Statement of Work page (page 5 on specifications). The change is indicated by highlight.

See attached specifications.

**Bids will be received beginning at 8:30am on Tuesday, October 13, 2020 until 8:30am on Monday, October 19, 2020.**

**Bids shall be accompanied by:**

- A certified check, cashier's check or bid bond equal to five percent (5%) of the bid, which shall be deposited with the awarding public agency as a guaranty; or

An irrevocable letter of credit terms the Construction and Properties Division of the Office of Management and Enterprise Services prescribes, issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation for the benefit of the state, on behalf of the awarding public agency, in an amount equal to five percent (5%) of the bid. The awarding public agency shall deposit the irrevocable letter of credit with Division.

- Business Relationships Affidavit
- Non-Collusion Bidding Certification

**(Please review Title 61 O.S. § 101-138 for full disclosure)**

**\*Note\***

**Terms for Payment:**

- A purchase order will be issued to the awarded vendor. Once the original itemized invoice is received by the receiving officer it will be processed for payment.

**For Information Contact:**

**Nathan Smith, Director & Marketing Manager Canadian County Fairgrounds**

**Phone: (405) 262-0683**

**Hours: Monday – Friday 8:00am to 4:30pm**

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**If you have any questions or need additional information, please contact:**

**Krissi Jensen, Purchasing Agent, 405.295.6125**

**[kjensen@okcana.cogov.net](mailto:kjensen@okcana.cogov.net)**

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**201 N. Choctaw Avenue, El Reno, OK 73036**

**405.295.6125 ~ Fax 405.422.2437**

**[www.canadiancounty.org](http://www.canadiancounty.org)**

**The Canadian County Public Facilities Authority ("CCPFA") is seeking bids/proposals in response to the request for proposal (RFP) for the design, purchase, and delivery of components and equipment for a Temporary Power Distribution system in the new Canadian County Fairgrounds facility located in El Reno, OK. The items to be bid are outlined on the attached Statement of Work.**

**To be considered responsive to this RFP, the vendor's bid must include the Transmittal Letter, Attachment B, Detailed Proposal, and estimated manufacture and shipping schedule.**

The Transmittal Letter must be a formal letter from the vendor in the standard business format on corporate letterhead. It must be brief and must contain Exhibit 1 to this RFP, signed by an individual authorized to legally bind the vendor, and authorized to handle all procurement matters that may arise.

The vendor's proposal must contain a detailed cost breakdown for the items outline in the submitted proposal.

The terms and conditions governing this procurement are included as attachment A.

The CCPFA is the sole contact for all procurement and purchase order matters relating to services described herein. All proposals/bids regarding this procurement must be addressed to:

**Canadian County Clerk  
ATTN: Purchasing  
PO Box 458.  
El Reno, OK 73036**

All product, service and installation questions should be addressed to:

**Canadian County Fairgrounds  
Nathan Smith  
405-262-0683  
[canadiancountyfairgrounds@gmail.com](mailto:canadiancountyfairgrounds@gmail.com)**

Questions concerning this procurement must be emailed to Nathan Smith no later than **12:00 PM (Noon), October 1st, 2020**. A copy of all vendor questions received, with written responses, will be emailed to all vendors no later than **Thursday, October 8th 2020**. Vendor confirmation of intent to submit a proposal is due no later than **12:00 pm (Noon), Monday, October 12th, 2020** to [canadiancountyfairgrounds@gmail.com](mailto:canadiancountyfairgrounds@gmail.com). Vendor proposal must be received by the Canadian County Clerk no later than **8:30am, Monday, October 19<sup>th</sup>, 2020**. All proposals will be stamped with the date and time of receipt. Each vendor must submit their proposal, with the requisite attachments and signatures via sealed envelope with bid number and project referenced on the outside of the envelope. Bids will be opened in a public meeting on **Monday, October 19th, 2020**. **Do not turn bid in before Tuesday October 13<sup>th</sup>, 2020 @ 8:30am – bid will not be opened or considered.**

Upon contract award, the selected vendor's proposal and subsequent contract will be considered a record of Canadian County and shall be made public.

The selected vendor will be contacted by CCPFA. Unsuccessful vendors will be contacted subsequent to the contract being awarded to the selected vendor.

Bids received after the due date and time will not be considered.  
Conditional bids will not be accepted.

A responsive Proposal is one that meets all terms, conditions and specifications of the RFP. A Proposal must comply with the content requirements of the RFP documents. CCPFA reserves the right to cancel, modify, or delete in whole or in part this procurement and to seek further clarification from a vendor regarding its proposal.

CCPFA reserves the right to accept or reject in whole or in part any or all Proposals submitted. CCPFA shall reject the Proposal of any vendor that is determined to be non-responsive. Provided, however, CCPFA reserves the right to waive any informality or irregularity in the Proposals, and to determine responsiveness and responsibility of parties making Proposals. A Proposal which substantially conforms, though not strictly responsive, may be accepted if the variance does not provide any bidder an advantage or benefit not allowed other bidders. The unreasonable failure of a bidder to properly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

CCPFA reserves the right to request clarifications or corrections to Proposals. Requests by CCPFA for clarification of Proposals shall be in writing. Said requests shall not alter the bidder's pricing information contained in its Proposal.

All Proposals shall be valid for a period of 60 days from the submission date.

CCPFA looks forward to receiving your Proposal in response to the RFP.

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## **CURRENT PROPOSED SCHEDULE**

### **Canadian County Fairgrounds**

**Request for Proposal: Purchase, design, and delivery of components and equipment for a Temporary Power Distribution System**

- **Request for Proposal (RFP) advertisement and distribution:  
August 26<sup>th</sup> and September 2<sup>nd</sup>, 2020**
- **Deadline for vendors to submit questions regarding the RFP to Canadian County Fairgrounds: Thursday October 1st, 2020**
- **Date by which Canadian County responds to questions received from vendors:  
Thursday, October 8th, 2020**
- **Date by which vendors must email intent to submit a proposal:  
October 12th, 2020**
- **Date start accepting bids:  
Tuesday, October 13<sup>th</sup>, 2020 at 8:30am  
(Do not turn bid in before Tuesday October 13<sup>th</sup>, 2020 @ 8:30am – bid will not be opened or considered.)**
- **Deadline for submitting proposals:  
Monday, October 19<sup>th</sup>, 2020 at 8:30 am**
- **Opening of Bids  
Monday, October 19th, 2020 during the Public Facilities Authority Meeting that begins at 8:30am.**

## Statement of Work

### 1. Introduction

CCPFA is seeking a proposal for design and purchase of temporary power distribution systems at the Canadian County Fairgrounds located at 3001 Jensen Rd. El Reno, OK 73036. The vendor will be responsible for the final overall system design including all components, hardware, cables, terminations, connectors and any other parts needed to make this a complete and functional system. Vendor is not responsible for installation of the system.

Items to be bid:

#### **Power Distribution System: Cable, stinger box and power distros to be Whirlwind brand.**

1. (16) PLD Distro, Red, 12-RU, 18" deep Cyclone case \*Pocket Doors\* Rack Lightning\* with PL-PM1RJ / PLC-201 (6) 20A Duplex / PLC-232 (3) L14-30 / HBL4100RS2WR 100A MAIN
2. (12) 100' (cable) hbl4100ps2w plug <---- to ----> HBL4100PS2WR plug, rev service
3. (20) 20' (cable) hbl4100ps2w plug <---- to ----> HBL4100PS2WR plug, rev service
4. (18) PL2 STRINGER with <--L1430 M to L1430 F--> containing (4) 20A DUPLEX / (2) 20A 1P CB / (4) NEON LAMPS
5. (18) 30' (cable) AC-1430-8/4-03
6. SHIPPING OF ALL ABOVE LISTED PRODUCTS TO ZIP CODE 73036

**Cable Notes:** All portable cables should be black and labeled with appropriate color band on one end of each cable to distinguish length: Printed text on each cable should say:

**Canadian County Fairgrounds**

Vary lengths of cable should all be black with the following bands at connector side to distinguish length.

**See color key below:**

10ft = orange

15ft = brown

20ft = blue

30ft = yellow

50ft = white

75ft = green

100ft = red

200ft = (2) separate bands of Red

300ft = (3) separate bands of Red

## **Proposal Requirements**

The following information must be included in your bid in order to be considered responsive:

**1. Proposal:**

Proposal should be detailed and include drawings.

**2. Cost:**

- a. Detailed report of cost breakdowns and payment terms
- b. Vendor should not make any assumptions in their cost submittal



## Exhibit I

**RE: Request for Proposal**  
Canadian County Fairgrounds Temporary Power distribution System.

By Signature of this page, the vendor listed below acknowledges their participation in the aforementioned CCPFA procurement and agrees to the terms and conditions governing this procurement.

In order to be considered responsive to this Request for Proposal, **this signed form** must accompany the vendor's **Transmittal Letter, Proposal and Estimated manufacturing and shipping Schedule**. Your signature also certifies that all pricing is in U.S. dollars, and that the total fixed price quote will be in effect for at least 60 days after the closing date.

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Representative Signature**

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

\_\_\_\_\_  
**Authorized Representative Name (Print)**

\_\_\_\_\_  
**Phone Number**

\_\_\_\_\_  
**Email Address**

\_\_\_\_\_  
**Fax Number**

To be considered responsive, you must sign this page.

## **Attachment A**

### **SAMPLE CONTRACT TERMS AND CONDITIONS**

**1. Type of Contract**

This contract is a fixed-price contract for the services and the equipment specified in this Request for Proposal (RFP).

**2. Term of the Contract**

The term of the contract shall expire, unless earlier terminated pursuant to this agreement, upon the completion of all specified tasks and the delivery of all services and deliverables as defined in the Contract. The order of documents in the Contract shall be:

1. This Contract
2. Terms and Conditions
3. Request for Proposal (RFP)
4. Amendments and written answers to Contractors questions
5. Contractors Proposal

In the event of a conflict between the terms and conditions of the Contract and any other Riders and Exhibits, the terms and conditions contained in the Contract shall exclusively control unless explicitly provided for otherwise in writing by the parties.

**3. Contract Administrator**

The Canadian County Public Facilities Authority is the Contract Administrator for the Canadian County Fairgrounds project. The Contract Administrator shall be the single authority to act for the Canadian County Fairgrounds under the Contract. Whenever the Canadian County Fairgrounds is required by terms of the Contract to provide written notice to the Contractor, such notice must be signed by the Contract Administrator.

**4. Contractor Responsibilities**

The selected Contractor will be required to assume responsibility for all services offered and products to be delivered as stated in its Bid, whether or not the Contractor is the manufacturer or the producer of said services and products. The Canadian County Fairgrounds will consider the selected Contractor to be the sole point-of-contact with regard to all contractual matters and the Contractor must designate a contract administrator for that purpose.

**5. Independent Capacity of the Contractor**

In the performance of the Contract, the Contractor, its officers, employees, agents, or subcontractors will act in an independent capacity and not as officers, agents, or employees of

the Canadian County Fairgrounds, CCPFA or Canadian County. Execution of this Contract shall not create a joint venture, partnership, or other relationship between The Canadian County Fairgrounds, CCPFA or County and Contractor except as specifically provided for in this Contract.

**6. Subcontracting**

Except as provided in the Contractor's proposal, no contract shall be made by the Contractor with any other party for furnishing any of the work or services contracted for herein without the written consent and approval of the point of contact for the Canadian County Fairgrounds (Nathan Smith at [canadiancountyfairgrounds@gmail.com](mailto:canadiancountyfairgrounds@gmail.com)). This provision does not require the approval of contracts of employment between the Contractor and the employees assigned for services hereunder. Should the point of contact for the Canadian County Fairgrounds consent to a subcontract with a third-party to furnish any portion of the Contractor's obligation under this contract, then the CCPFA shall have the right to require that its bidding and procurement processes are followed in any such third-party subcontracting agreement.

**7. Funding – Payments and Completion**

**7.1 Contract Sum**

The Contract Sum as stated in the Agreement and, including authorized adjustments, is the total amount payable by CCPFA to the Contractor for performance of the work under the Contract documents.

7.1.1 If unit prices are as stated in the Contract documents or subsequently agreed upon, and if quantities originally contemplated materially change so that application of such unit prices to the actual quantities causes substantial inequity to CCPFA or Contractor, the applicable unit prices shall be equitably adjusted.

**7.2 Payment**

CCPFA will make a down payment in the amount agreed upon by the parties with the remaining balance of the Contractor's bid due upon delivery of all services, components, and equipment provided for in this Contract and CCPFA's acceptance of same. Vendor shall include Vendor's preferred down payment amount in its Proposal.

7.2.1 The Contractor warrants that title to all work covered by an application for payment will pass to owner no later than the time of payment. Contractor further warrants that upon submittal of an application for payment, all work applicable to the application shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interest, or encumbrances, in favor of Contractor, sub-contractors, suppliers, or other persons or entities that provide labor, materials, and equipment relating to the work.

**7.3 Decisions to Withhold Payment**

7.3.1 CCPFA may withhold payment to such extent as may be necessary to protect CCPFA from loss for which the Contractor is responsible, including loss resulting from acts and omissions including the following:

1. Defective work not remedied: third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to CCPFA is provided by the Contractor;
2. Failure of the Contractor to make payments properly to sub-contractors or suppliers for labor, materials, or equipment;
3. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract;
4. Damage to CCPFA or a separate contractor; reasonable evidence that the work will not be completed within the Contract time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
5. Repeated failure to carry out the work in accordance with the Contract documents.

7.4 When the reasons for withholding payment are removed, payment will be made for payments previously withheld.

7.5 CCPFA has the right to request written evidence from the Contractor that the Contractor properly paid sub-contractors and suppliers amounts paid by CCPFA to Contractor for sub-contractor's work. If Contractor fails to provide such evidence within seven (7) days, CCPFA shall have the right to contact sub-contractors and suppliers to ascertain whether they have been properly paid.

7.6 Provided that CCPFA has fulfilled its payment obligations under the Contract documents, the Contractor shall defend and indemnify CCPFA, Canadian County and the Canadian County Fairgrounds from all loss, liability, damage, or expense, including reasonable attorney's fees and litigation expenses, rising out of any lien claim or other claim for payment by any subcontractor or supplier of any tier.

## **8. Disputes**

In the event that any dispute arises between the parties under this Contract, the Contract Administrator for the Canadian County Fairgrounds shall make a determination on the resolution and the action to be taken in writing and shall send the same to the Contractor. The Contractor shall thereafter, in good faith and with due diligence, render such performance as the Contract Administrator for the Canadian County Fairgrounds has determined is required. If the Contractor believes the decision of the Contract Administrator for the Canadian County Fairgrounds to be in error, the Contractor may pursue any other remedy available a law.

## **9. Early Termination**

It is expressly understood that the performance of work under this Contract may be terminated without penalty by the CCPFA for any reasons whenever the Contract Administrator shall determine that such termination is in the best interest of the Canadian County Fairgrounds. Such termination shall not be considered a default. Any such termination shall be effected by delivery to the Contractor notice of termination specifying the extent to which performance of

the work under this Contract is terminated. The Contractor will be compensated for all work performed for which payment deliverables have been met and deliverables accepted prior to termination date. In no event, however, shall the Contractor be paid for loss of anticipated profits. Title to any equipment or hardware provided and accepted by the Canadian County Fairgrounds, pursuant to this Contract, prior to the date of termination, and for which payment is made, shall pass to the Canadian County Fairgrounds.

## **10. Default**

### **10.1 Termination by the Canadian County Public Facilities Authority**

The CCPFA may, by written notice of default from the Contract Administrator to the Contractor, terminate this Contract in any one of the following circumstances if the Contractor does not cure such failure within a period of thirty (30) days (or such longer period as the Contract Administrator may authorize in writing) of the date of the written notice to the Contractor specifying such failure.

1. Failure to provide services or deliverables agreed upon and set forth in this RFP;
2. Failure of the hardware, software, equipment, or services to meet a standard of performance as required and called for pursuant to this RFP;
3. Failure to make progress on work within the scheduled time period, as determined by the Canadian County Fairgrounds within its sole discretion;
4. Any other inadequacy of performance as determined by the Contract Administrator or Canadian County Fairgrounds.

The CCPFA may, at its option, waive any default in writing and/or extend the time to cure the default.

### **10.2 Canadian County Public Facilities Authority options at Termination**

In the event the CCPFA terminates this Contract as provided herein, the CCPFA may at its option exercise any or all of the following:

1. Retain clear title to any hardware, equipment and documentation for which the Contractor has been paid by the CCPFA as of the effective date of the termination.
2. Return, as is, all deliverables provided by the Contractor that failed to meet the above specifications to Contractor at Contractor's expense in which instance the Contractor must return all monies previously paid by the CCPFA within five (5) business days of receipt of such deliverables.
3. If terminated by reason of Contractor's default, return, as is, all hardware, equipment, software, and documentation to Contractor at Contractor's expense in which instance the Contractor must return all monies previously paid by the CCPFA within five (5) business days of receipt of such hardware, equipment, software, and documentation.

### **10.3 Contractor Liability on Canadian County Public Facilities Authority termination**

In addition to the remedies provided herein, the CCPFA may hold the Contractor liable for all damages permitted under applicable law arising or resulting from the termination of the Contract.

#### **10.4 Contractor's Freedom from Liability**

The Contractor shall not be liable for any damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor, which includes but is not limited to, lack of sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of either the Contractor or its subcontractor(s). When such a cause arises, the Contractor shall notify the Canadian County Fairgrounds director immediately in writing of its failure to perform, describing the cause of failure and how it affects performance, and the anticipated duration of the inability to perform. The Contract Administrator shall review the information provided and may at its option rescind the Contract.

#### **10.5 Canadian County Public Facilities Authority rights and Remedies**

The rights and remedies of the CCPFA, Canadian County or the Canadian County Fairgrounds provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

#### **10.6 Attorney's fees and costs**

In the event the CCPFA is required to undertake any legal action to enforce its rights and remedies under this Contract, the CCPFA shall be entitled to recover reasonable attorneys' fees and costs in the event that the CCPFA prevails against the Contractor.

### **11. Standard of Performance**

The applicable service specifications and service levels for each of the services to be provided are set forth in the RFP. These specifications must be met, and service levels satisfied prior to the CCPFA approval of invoices submitted by the Contractor for payment for the service performed.

### **12. Change Orders**

The CCPFA may at any time, with written notice to the Contractor, make changes to the general scope of the Contract. As soon as possible after receipt of written change order, but in no event more than 10 days thereafter, the Contractor shall provide the Canadian County Fairgrounds contact with a written statement that the change has no price impact on the Contract or that there is a price impact; in which case the statement shall include a description of the price increase or decrease involved in implementing the change. The cost or credit to the CCPFA resulting in a change in the work shall specify that total cost of the work, including the cost of any additional hardware or software required and shall include the number of staff hours required by level of personnel and the corresponding staff-hour rate.

### **13. Notice of Delays**

Whenever the Contractor encounters a non-routine difficulty which is delaying or threatening to delay the timely performance of this Contract (Including actual or potential labor disputes), the

Contractor shall immediately give notice thereof in writing to the Contract Administrator stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or time for performance of services or be construed as waiver by the CCPFA of any rights or remedies to which it is entitled by law or pursuant to provisions of this Contract. "Non-routine" difficulties, by way of illustration, include but are not limited to actual or potential labor disputes, blizzard conditions, other unusually severe weather and common carrier or overnight carrier strikes. Failure to give such notice, however, may be grounds for denial of any request for an extension of time for performance of services because of such delay. The forgoing does not apply to force majeure events that are outside of the Contractor's control, as set forth in this Contract. The CCPFA reserves the right to delay payment when, in its sole judgment, excessive delays exist, until such time as the Contractor remedies the non-routine difficulty.

**14. Payment Provisions**

The Canadian County Fairgrounds shall submit all approved invoices to the CCPFA for final approval of any and all payments to be made to the Contractor. All approved payments will be submitted to the Canadian County Clerk's office for processing of payment.

**15. Warranties**

Contractor warrants that, in performing the work and services hereunder:

1. It will materially comply with the descriptions and representations as to the work, resources and services set forth in this RFP.
2. Its products shall be uniform in appearance, clean and presentable in accordance with generally applicable standards of this industry.

**16. Title to Hardware and Equipment: Risk of Loss**

The CCPFA will not be liable for any damages or loss to the hardware or equipment until such time same is delivered to and accepted by CCPFA. Title to the hardware and equipment will pass to the Canadian County Fairgrounds after deliver to the Canadian County Fairgrounds site and after it is verified by the Canadian County Fairgrounds Director that hardware and equipment are operational and acceptable.

**17. Patent, Copyright, and other proprietary rights Indemnification**

Contractor warrants that all equipment, software, supplies and other products and all services provided hereunder do not and will not infringe upon or violate any U.S. or foreign patent, copyright, trade secret or any other proprietary right of any third-party. In the event of any claim by a third party against the CCPFA, Canadian County or the Canadian County Fairgrounds, The Contract Administrator will promptly notify Contractor and Contractor shall defend such claim at Contractors' expense and shall indemnify and hold harmless the CCPFA, Canadian County and the Canadian County Fairgrounds against any loss, cost, expense, or liability arising out of such claim including reasonable attorney's fees. The obligations of Contractor under this paragraph continue without time limit.

**18. Employment Practices/Americans with Disabilities Act**

Pursuant to federal regulations promulgated under the authority of the American's With Disabilities Act, 28 C.F.R. 35. 101 et seq., the Contractor understands and agrees that no

individual with a disability shall, on the basis of the disability, be excluded from participation in the Contract or from activities provided for under the Contract. As a condition of accepting and executing the Contract, the Contractor agrees to comply with the General Prohibitions against discrimination, 28 C.F.R. 35. 130, and all other regulations promulgated under Title II of the Americans With Disabilities Act which are applicable to the benefits, services, programs and activities provided by the CCPFA through Contracts with outside contractors. The Contractor shall be responsible for and agree to indemnify and hold harmless the CCPFA, Canadian County and the Canadian County Fairgrounds from losses, damages, expenses, claims, demands, suits and actions brought by any party against said indemnified parties as a result of the Contractor's failure to comply with the provisions of the foregoing.

**19. Cooperation with other Contractors**

The CCPFA may undertake or award contracts for work related to this Contract or any portion thereof. The Contractor shall cooperate with such other contractors and the Canadian County Fairgrounds in all such cases. Any subcontractors to the Contractor will be required to abide by this provision as a condition of the contract between the subcontractor and the Contractor.

**20. Taxes**

The CCPFA is Tax exempt. The Contractor must clarify that the prices set forth are exclusive of taxes.

**21. Assignment or transfer**

The Contractor shall not assign or transfer any interest in this Contract without prior written approval of the Contract Administrator.

**22. Governing Law**

This Contract and performance hereunder is governed by and construed in accordance with the laws of the State of Oklahoma. Venue and jurisdiction for all disputes shall lie in Canadian County of Oklahoma.

**23. Waiver**

No term or provision hereof shall be deemed waived and no breach or default excused by the CCPFA unless such waiver or consent shall be in writing. Any consent by the CCPFA to, or waiver of a breach or default by the Contractor, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach or default.

**24. Personal Liability**

No official, director, officer, agent or employee of the CCPFA, Canadian County or the Canadian County Fairgrounds shall be charged personally or held personally liable to Contractor under any term or provision of this Contract because of any breach hereof or because of its execution, approval or attempted execution.

**25. Hold Harmless**

The Contractor shall be responsible for and agrees to indemnify and hold harmless the CCPFA, Canadian County, the Canadian County Fairgrounds, its subdivisions, their agents, servants, and employees, from damage to property or injuries (including death) to any person(s) and any



other losses damages, expenses, claims demands, suits and actions by any party against the CCPFA, Canadian County, or the Canadian County Fairgrounds and its public subdivisions, their agents, servants, and employees, in connection with the work performed by the Contractor, its agents, servants and employees.

**26. Compliance with Laws and Procurement of Permits and Licenses**

The Contractor shall be required to comply with all federal, state, and local laws applicable to its work, and will procure at its expense, all licenses, and permits necessary for the fulfillment of its obligations under the terms of this Contract.

**27. Conflict of Interest**

The Contractor shall not be an employee of the CCPFA, Canadian County, or Canadian County Fairgrounds. The Contractor further assures that in the performance of the Contract, it will not knowingly employ any person who is an employee of Canadian County.

**28. Severability**

If any provision of this Contract or application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this Contract which can be given effect without the invalid provisions or application, and to this end the provisions of this Contract are severable.

**29. Change of Ownership or Insolvency**

In the event that the Contractor should change ownership for any reason whatsoever, the CCPFA shall have the option of continuing under the terms and conditions of the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, or continuing under the terms and conditions of the Contract with the Contractor or its successors or assigns for such period of time as is necessary to replace the products, materials, reports, studies or computer programs, or immediately termination the Contract.

In the event that the Contractor should become insolvent for any reason whatsoever, or make an assignment for the benefit of creditors, or have a receiver appointed, or should it be declared as bankrupt under the law of the United States, or should a petition of bankruptcy or reorganization or rearrangement be filed under the bankruptcy laws, the CCPFA shall have the option, in its sole discretion, to terminate this Contract or to continue with the Contractor or its successors or assigns or trustees in bankruptcy under the terms and conditions of the Contract for the full remaining term of the Contract, or continuing with the Contractor or its successor or assigns or trustee in bankruptcy under the terms and conditions of the Contract for such period of time as is necessary to replace the products, materials, reports, or studies or immediately termination the Contract.

**30. Nondiscrimination Clause**

The Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age disability, sex, or sexual orientation. The Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities.

**31. Public Record**

The Contractor acknowledges that this Contract is a financial record and financial and will be made public.

## **Attachment B Cost summary Proposal**

**Company Name:** \_\_\_\_\_

**Total Price:** \_\_\_\_\_

**Notes:** Please breakdown all cost in a detailed report with this as the cover page. (IE: labor, line item equipment cost, maintenance, software, ETC.) and attach to this page.



**Canadian County  
Purchasing**

**Addendum  
Affidavit / Proof of Mailing**

Date Issued: October 13, 2020

Bid Number: 2021-#06

Closing Date: October 19, 2020 at 8:30am

PO Box 458, 201 N. Choctaw Ave., El Reno, OK 73036

Opening Date: October 19, 2020 during the Public Facilities Authority Meeting that begins at 8:30am  
Commissioner's Meeting Room, 201 N. Choctaw Ave., El Reno, OK 73036

~ AFFIDAVIT ~

**Temporary Power Distribution System / Fairgrounds / for Public Facilities Authority**

State of Oklahoma )  
County of Canadian ) §

I, Krissi Jensen Purchasing Agent, in and for said County and State, do hereby certify that "Invitations to Bid" were sent to the following:

Bid Clerk  
[projects@bidclerk.com](mailto:projects@bidclerk.com)

Bid News  
[projects@isqft.com](mailto:projects@isqft.com)

ePlan  
1400 Forum Blvd. Ste 7B  
Columbia, MO 65203

Francis Tuttle Vo-Tech  
Attn: Bid Assistance – Judy Robbins  
12777 N. Rockwell  
Oklahoma City, OK 73142

Online Data Service  
5425 Peachtree Parkway  
Peachtree Corners, GA 30092

Reed Construction  
30 Technology Pkwy South, Suite 100  
Norcross, GA 30092

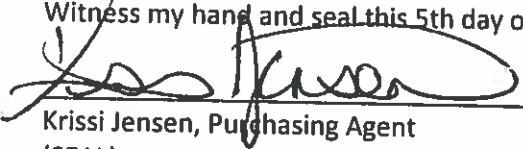
E21  
11504 NW 130<sup>th</sup> St.  
Piedmont, OK 73078

Corey's AV  
9525 W. Reno Ave.  
Oklahoma City, OK 73127

Production Essentials  
4349 SW 23<sup>rd</sup> St.  
Oklahoma City, OK 73108

Whirlwind  
99 Ling Rd.  
Greece, NY 14612

Witness my hand and seal this 5th day of October, 2020.

  
\_\_\_\_\_  
Krissi Jensen, Purchasing Agent  
(SEAL)

