



**415 EAST INDEPENDENCE
TULSA OKLAHOMA 74106**

**INVITATION TO BID
#18-031-9999
FOR AN
ANNUAL CONTRACT FOR INSTALLATION MATERIALS AND INSTALLATION OF
FLOORING
FOR ALL PROPERTIES OWNED AND/OR OPERATED BY
THE HOUSING AUTHORITY OF THE CITY OF TULSA**

BID DEADLINE:

**BIDS ARE DUE ON OR BEFORE
April 20th, 2018, @ 2:00 P.M.
TULSA HOUSING AUTHORITY
CONSTRUCTION SERVICES DEPARTMENT
415 EAST INDEPENDENCE
TULSA, OK 74106**

DATE: April 6, 2018



INVITATION TO BID

#

ANNUAL CONTRACT FOR INSTALLATION MATERIALS AND INSTALLATION OF FLOORING FOR ALL PROPERTIES OWNED AND/OR OPERATED BY THE HOUSING AUTHORITY OF THE CITY OF TULSA

THE HOUSING AUTHORITY OF THE CITY OF TULSA will receive **sealed bids** for the above, until **2:00 P.M., APRIL 11, 2018**, in the **CONSTRUCTION SERVICES DEPARTMENT** of the **TULSA HOUSING AUTHORITY, 415 East Independence, Tulsa, Oklahoma 74106**, at which time and place all bids will be publicly opened and read aloud. No faxed or telephoned bids will be accepted.

BID DOCUMENTS MAY BE OBTAINED from the **HOUSING AUTHORITY OF THE CITY OF TULSA**, Contracting Department (918/581-5729), at the above address. **NO BID BOND IS REQUIRED.**

THE HOUSING AUTHORITY OF THE CITY OF TULSA cannot convey its tax exempt status to Contractors or Subcontractors. The bidders shall include the applicable City, County, State and Federal taxes in their bid.

BID SUBMISSION: Each bid shall be placed in an envelope addressed to the **CONSTRUCTION SERVICES DEPARTMENT, HOUSING AUTHORITY OF THE CITY OF TULSA**, 415 E. Independence, Tulsa, OK 74106 and **SEALED**. Outside of the envelope shall be plainly marked "**BID DOCUMENTS**" SHOWING CLEARLY, Date and Time to be opened, **PLUS** the Item to be bid. THA has a Central Mail Opening Department, therefore, mail not to be opened for BIDS MUST BE CLEARLY MARKED.

***NOTE:** Please reference the HUD Form 5369 – Instructions to Bidders for Contracts Public, and Indian Housing Programs, page 2 of 4, item #5 Late Submissions, Modifications, and Withdrawal of Bid; regarding use of the U.S. Postal Service for bid submissions. Bids Submitted in unmarked envelopes will not be opened. Bids submitted by FEDEX or UPS should be submitted in an interior sealed envelope with the outside of the envelope plainly marked “BID DOCUMENTS” Showing clearly, Item to be bid, Date and Time to be opened. Bids submitted by FEDEX or UPS that are not contained in a sealed interior envelope will be placed back in the FEDEX or UPS folder and deemed Non-Responsive.

THE HOUSING AUTHORITY OF THE CITY OF TULSA reserves the right to reject any and / or all bids or to waive any informality in the bidding.



HOUSING AUTHORITY OF THE CITY OF TULSA FORM OF BID

BID DEADLINE: APRIL 20, 2018, 2:00 P.M.

Page 1 of 2

- 1.1 PROJECT:** ANNUAL CONTRACT FOR INSTALLATION MATERIALS AND INSTALLATION OF FLOORING FOR ALL PROPERTIES OWNED AND/OR OPERATED BY THE HOUSING AUTHORITY OF THE CITY OF TULSA.
- 1.2 LENGTH OF CONTRACT:** The Contract will be for an initial period of two (2) consecutive one (1) year terms. This contract may be renewed for up to three (3) additional one (1) year terms with written agreement between both parties and the availability of continued funding.
- 1.3** The undersigned, having familiarized themselves with the conditions affecting the cost of the work, the Form of Contract, as prepared by the Housing Authority of the City of Tulsa, 415 E. Independence, Tulsa, Oklahoma 74106, hereby proposes to furnish all Permits, Licenses, Insurance, Labor, Materials, Equipment, Services, Freight, Applicable Taxes and Fees required to perform the duties as per THA Specifications for ITEMS LISTED ABOVE, at the above identified location for the following amounts:
- 1.4 PLEASE ENTER BASE BID AMOUNTS FOR THE FOLLOWING (INCLUDES PROFIT & OVERHEAD):**

Furniture Moving	\$ _____ Per Room
Carpet Installation – Glued	\$ _____ PSF
Carpet Installation – Stretched	\$ _____ PSF
VCT Installation(to include strip & 2 coats of wax)	\$ _____ PSF
LVT installation	\$ _____ PSF
Vinyl Cove Base	\$ _____ PLF
Repairs:	\$ _____ per seam
	\$ _____ per hole

Contractor Pricing to include, but not limited to, cove base, glue, tack strip, removal / disposal, and all ancillary materials for a complete installation.

Site will purchase carpet, pad, VCT or LVT

- 1.5 ACCEPTANCE OR REJECTION:** The Authority reserves the right to accept or reject any or all bids; to waive minor irregularities or formalities. Price alone will not be the sole determining criteria in awarding of bid.



**HOUSING AUTHORITY OF THE CITY OF TULSA
FORM OF BID**

BID DEADLINE: APRIL 20th, 2018, 2:00 P.M.

Page 2 of 2

1.7 M/WBE / SECTION 3 CERTIFICATION

A M/WBE is a business in which a woman or a minority owns and operates at least 51% of the business. A Section 3 business concern is one that provides economic opportunities for a class of persons that has a majority controlling interest in the business; employs a substantial number of such persons; or meets such other criteria as the Secretary of HUD may establish. **(MINORITIES: Black American, Native American, Hispanic American, Asian/Pacific American, Hasidic Jew)**

- | | |
|---|--|
| <input type="checkbox"/> - is a M/WBE | <input type="checkbox"/> - is <u>not</u> a M/WBE |
| <input type="checkbox"/> - is Section 3 | <input type="checkbox"/> - is <u>not</u> Section 3 |

- 1.8.1 COMPANY NAME:** _____
- ADDRESS:** _____
- CITY:** _____ **STATE:** _____ **ZIP:** _____
- PHONE #:** _____ **FAX #:** _____
- SIGNATURE:** _____ **DATE:** _____
- PRINT NAME:** _____
- E-MAIL ADDRESS:** _____ **FEIN #:** _____

- 1.9 All Documents, Specifications and Plans within this bid package are as fully a part of this Form of Bid as if hereto attached or herein repeated.**

- 1.10 In submitting this bid, it is understood the right is reserved by the HOUSING AUTHORITY OF THE CITY OF TULSA to reject any and all bids. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the HOUSING AUTHORITY OF THE CITY OF TULSA.**

SUPPLEMENT TO INSTRUCTION TO BIDDERS

- 1.0** Each bidder must visit the sites and in every way fully inform themselves of the conditions relating to the required work. Failure to do so will not relieve the successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provision of the Contract.
- 1.1** **FORMAL BID:** Below is a list of the bid forms which constitute the Formal Bid. **If any of these forms are incomplete or missing at the bid opening, the bid will be declared non-responsive and rejected on that basis.**
- Form of Bid**
 - Proof of Insurance**
 - Statement of Bidder's Qualifications**
 - Non-Collusive Affidavit**
 - Equal Employment Opportunity**
 - Section 3 Compliance Certificate**
 - Letter of Assurance "A"**
 - Letter of Assurance "B"**
 - Non-Segregated Facilities Certificate**
 - HUD Form 5369-A Representations and Certifications of Bidders**
- 1.2** **BIDDERS' ADDITIONAL RESPONSIBILITIES:** All provisions of the "Public Competitive Bidding Act of 1974, as Amended" shall apply.
- 1.3** **ADDENDA:** Any Addenda shall be issued not less than seven (7) days before the time set for the Bid Opening. Questions will not be answered after that point in time.

**Documents 00600
PROOF OF INSURANCE**

PROOF OF INSURANCE

IN ADDITION TO COMPLETING THIS FORM, A COPY OF YOUR CERTIFICATES OF INSURANCE (MEETING THE LIMITS SPECIFIED FOR THIS PROJECT) MUST BE ATTACHED TO THIS SHEET.

CONTRACTOR: _____

ADDRESS: _____

SIGNATURE: _____ **DATE:** _____

INSURANCE: The Contractor must furnish a certificate of **Workers Compensation, Liability, and Automobile Insurance**. THA requires that all Contractors have a **minimum of \$1,000,000.00** each of general liability and vehicle liability, per occurrence. **Contract will not be awarded to a Contractor who cannot provide proof of insurance in the required amounts. Evidence of Insurance must be included with Sealed Bid.**

**DOCUMENTS 00300
BID FORMS****STATEMENTS OF BIDDER'S QUALIFICATIONS**

Submit on (a) separate sheet (s) the following information and data. Information should be clear and comprehensive.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. State whether bidder is a corporation, partnership, or sole proprietor.
5. If Corporation, date and state of incorporation.
6. Number of years engaged in contracting business under present name.
7. Contracts in progress (gross amounts of contracts, estimated completion dates, project owner, and architect) and completed projects for the previous three years.
8. General character of work performed by your company.
9. Report any failures to complete work awarded to you, (where, when, and why). Report any contracts on which you have defaulted.
10. Name and address of bonding company and name and address of agent.
11. Three business references (include name, address, and phone number).
12. Submit financial statement no more than sixty (60) days old. (To be submitted by the apparent low bidder, within ten (10) days after bid opening and prior to contract award.)

**DOCUMENTS 00700
GENERAL REQUIREMENTS**

FORM OF NON-COLLUSIVE AFFIDAVIT

A F F I D A V I T
(PRIME BIDDER)

STATE OF _____)
) SS
COUNTY OF _____)

_____, being duly sworn, deposes and says: that he is
Name

_____, of the firm/company of _____,
(Partner or Corporate Title)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Tulsa Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

SIGNATURE

(Bidder, if an individual)
(Partner, if a Partnership)
(Officer, if a Corporation)

Subscribed and sworn to before me this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission expires: _____

(S E A L)

DOCUMENTS 00700
GENERAL REQUIREMENTS

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY
INSTRUCTIONS**

This certificate is required pursuant to Executive Order # 11246 (30 FR. 12319-25). The implementing rules and regulations provide that any bidder or prospective Contractor, or any of their proposed Subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the EQUAL EMPLOYMENT CLAUSE; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

Bidders Name: _____

Address: _____

1. Bidder has participated in a previous contract or subcontract subject to EQUAL OPPORTUNITY CLAUSE.

☐ YES

☐ NO

2. Compliance reports were required to be filed in connection with such contract or subcontract.

☐ YES

☐ NO

☐ N/A

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

☐ YES

☐ NO

☐ N/A

4. If answer to item three (3) is "NO," please explain in detail on reverse side of this certification.

Certification - The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer: _____

Signature: _____

Date: _____

DOCUMENTS 00700
GENERAL REQUIREMENTS

SECTION 3 CLAUSE CERTIFICATE

- A. The work to be performed under this contract is subject to the requirements of SECTION 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 134, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Contractor's Name: _____

Signature of Authorized Representative: _____

Date: _____

DOCUMENTS 00700
GENERAL REQUIREMENTS

LETTER OF ASSURANCE "A"

SCHEDULE OF SUBCONTRACTOR(S)/SUPPLIERS

BID SOLICITATION

The undersigned bidder hereby assures that our firm will meet or exceed the TULSA HOUSING AUTHORITY's established M/WBE and Section 3 goals or shall demonstrate and document "to the greatest extent feasible" an effort to comply with the THA's effort in giving M/WBE and Section 3 firms, opportunity to win subcontract awards.

SUBCONTRACTOR OR SUPPLIER ADDRESS AND PHONE NUMBER NAME OF CONTACT PERSON	CLASSIFICATION*	TYPE OF WORK OR MATERIALS	AMOUNT OF BID

*Non Minority, African American, Hispanic American, Female, Native American, Asian American, Hasidic Jewish American, Section 3, Other. _____

The undersigned intends to enter into a formal agreement with minority Contractors/suppliers if they are the low bidders, conditioned upon execution of a contract with THA. This is not intended to commit the undersigned to execute a contract with each and every M/WBE and/or Section 3 firm listed on this schedule. Use additional sheets if necessary.

NAME OF COMPANY

DATE

SIGNATURE

TITLE (Officer of Company)

Documents 00700
GENERAL REQUIREMENTS

LETTER OF ASSURANCE "B"
NOTICE TO ALL BIDDERS

COMPLEX NAME AND NUMBER: _____

The Tulsa Housing Authority notifies all bidders/proposers that in regard to any contract entered into the bidder must complete the "Work Force Statement". This "Work Force Statement" shall only include employees who will be working specifically on this contract. Contractors failing to complete the "Work Force Statement" may be denied award of the contract by THA based on the Contractor's failure to be a "Responsible Bidder" and a "Responsive Bidder".

WORK FORCE STATEMENT

EMPLOYMENT CLASSIFICATION	AFRICAN AMERICAN	NATIVE AMERICAN	HISPANIC	FEMALE	SECTION 3	OTHER	WHITE
OWNER/ PRINCIPAL							
CONSTRUCTION MANAGERS							
FOREMAN							
SKILLED							
HELPERS							
LABORERS							
MANAGER							
ADMINISTRATOR							
PROFESSIONALS							
TECHNICIANS							
CLERKS							
GRAND TOTAL							

CONTRACTOR'S NAME _____

ADDRESS _____

CITY, STATE ZIP: _____

DATE: _____

FEIN OR SOCIAL SECURITY NUMBER: _____

**CERTIFICATION BY BIDDER
REGARDING NON SEGREGATED FACILITIES**

BIDDER: _____

ADDRESS: _____

The Bidder certifies that she/he does not maintain or provide for her/his employees any segregated facilities at any of her/his establishments, and that the Bidder does not permit any employees to perform their services at any location, under her/his control, where segregated facilities are maintained. The Bidder certifies further that she/he will not maintain or provide for her/his employees any segregated facilities at none of her/his establishments, and that she/he will not permit her/his to perform their services at any location under her/his control, where segregated facilities are maintained. The Bidder agrees that breach of this certification will be a violation of the Equal Opportunity Clause in any contract resulting from acceptance of this bid. As used in this certification, the term "Segregated Facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurant and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, national origin, habit, local custom, or otherwise. The Bidder agrees that (except where she/he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors from prior to the award of Subcontractors exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause, and that she/he will retain such certifications in her/his files.

CERTIFICATION

The information above is true and complete to the best of my knowledge and belief.

NAME AND TITLE OF SIGNER

SIGNATURE _____ DATE _____

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001.

**Documents 00500
Agreement Forms****DOCUMENTS 00700
GENERAL REQUIREMENTS****MINORITY BUSINESS ENTERPRISE PARTICIPATION**

Under guidelines established by the US Department of Housing and Urban Development for implementation of Executive Order 12432, the TULSA HOUSING AUTHORITY promotes the participation of Minority and Women Business Enterprises (M/WBEs) and Section 3 firms in contracts involving its housing programs. It is the goal of the Tulsa Housing Authority that certain percentages of the dollar value of contracts and subcontracts let, in connection with its programs, be awarded to M/WBEs and/or Section 3 firms. These goals include: Ten percent (10%) of the dollar value of the total of contracts awarded and purchases made for management operations; and Twenty percent (20%) of the dollar value of the total contracts awarded and purchases made with modernization funds.

The term "Minority and Women Business Enterprises" means businesses of which at least 51 percent (51%) are both owned and controlled in management and daily operations by minorities or women. The term "Minorities" includes, but is not limited to, African Americans, Hispanic American, Native Americans, Asian Americans, and Hasidic Jewish Americans. The term Section 3 refers to low and very low income businesses and businesses with employees who are recipients of HUD assistance for housing.

Information or assistance on minority business enterprises can be obtained from the Contracts and Modernization Department.

**DOCUMENTS 00700
GENERAL REQUIREMENTS****NOTICE**

The Tulsa Housing Authority of the City of Tulsa (THA) notifies all bidders that in regard to any contract entered into, Minority and Women Business Enterprises (M/WBEs) and Section 3 firms will be afforded equal opportunity to submit bids and will not be discriminated against on the grounds of race, color, sex, national origin or financial status in consideration of an award.

Bidders of contracts shall agree to meet established THA M/WBE and Section 3 goals or shall demonstrate and document "to the greatest extent feasible" efforts to include minority, women-owned and Section 3 business firms in subcontract awards. These firms shall submit with their bids the "Letter of Assurance 'A'" - Schedule of Subcontractors/Suppliers Bid Solicitation.

Contractors who propose to perform the entire contract with their own work forces, without the use of Subcontractors, are required to submit with their bids documentation of their intent to make material purchases of goods, equipment and other services from M/WBEs and/or Section 3 firms, or document its effort to the greatest extent feasible to do so. These firms shall submit with their bid "Letter of Assurance 'B'" --Work Force Statement. Those firms utilizing their own forces must also submit information sufficient for THA to determine their demonstrated capabilities and that it is a normal business practice to perform the contract without the use of Subcontractors.

"To the greatest extent feasible" shall be defined and demonstrated by a Contractor's effort to solicit M/WBEs and/or Section 3 firms to bid on subcontracts and/or their effort to purchase goods and supplies from M/WBE and/or firms and/or their efforts to hire M/WBEs and/or Section 3 individuals.

A bidder who fails to adequately document their effort "to the greatest extent feasible" to subcontract with M/WBE and/or Section 3 firms or to purchase significant material supplies from M/WBE's and/or Section 3 firms may be denied award of the contract by THA on the basis of the contractor's failure to be a "responsible bidder" and a "responsive bidder". The forms (letter of assurance "A" - schedule of subcontractor/supplier bid solicitation and letter of assurance "B" - work force statement) must be completed by all bidders and submitted with their bids in order for their bids to be considered.

Information obtained will be retained by THA as permanent records of the prime Contractor's effort "to the greatest extent feasible" to meet the goals set by THA.

DOCUMENTS 00700
GENERAL REQUIREMENTS

CIVIL RIGHTS COMPLIANCE

The Equal Opportunity Requirements and Goals are in effect, along with the following Civil Rights Acts, as Amended, and Executive Orders, as Amended. The following must be complied with and included as part of this bid.

1. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2001-2001d-4), CFR 4, Part 1
2. Title VII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601)
3. Executive Orders - No. 11063
4. Fair Housing Act (42 US C. 3601-36), 24 CFR Part 135
5. Section 3 of the HUD Act of 1975
6. Age Discrimination Act of 1975, (42 U.S.C. 6101 et seq.), 24 CFR Part 146
7. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794) - 29 CFR Part 8
8. Physical Accessibility - Architectural Barriers Act of 1968 (42 US C. 4151-4157); 24 CFR Part 40; Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8); Fair Housing Act (24 CFR Part 100)

For reference, refer to:
HUD Manual #7417.1 (Rev. 1)
Pages 3-31 through 3-36 10/80

LABOR PROVISION

1. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 276) "DAB"
2. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, AS AMENDED, 40 U.S.C. 328 "CWHSSA"
3. COPELAND ACT (ANTI-KICKBACK ACT), AS AMENDED, 40 U.S.C. 276 (c)
4. FAIR LABOR STANDARDS ACT, AS AMENDED - 29 U.S.C. 202 ET SEQ. "FLSA"
5. AMERICANS WITH DISABILITIES ACT OF 1990

For reference, refer to:
Federal Labor Standards Compliance
HUD Manual 1344.1, 12/83

Rev. 1/95
kss

**DOCUMENTS 00800
SUPPLEMENTARY CONDITIONS**

**HOUSING AUTHORITY OF THE CITY OF TULSA
SPECIAL CONDITIONS**

- 1.1 PRECEDENCE:** The conditions and provisions of this section shall take precedence over any conflicting statements made in the General Conditions to this Contract.
- 1.2 INSURANCE:** The Contractor must furnish a certificate of Workers' Compensation, Liability, and Automobile Insurance. THA requires that all Contractors have a minimum of **\$1,000,000.00** each of general liability and vehicle liability, per occurrence. **Contract will not be awarded to a Contractor who cannot provide proof of insurance in the required amounts. Proofs of insurance must be included with the sealed bid. Upon award of contract the winning bidder must provide a certificate of insurance naming Tulsa Housing Authority as a named insured for the duration of this contract. Said certificate must contain a 30-day notice to THA, prior to any cancellation.**
- 1.3 TERMS:** The Contract will be for an initial period of two (2) consecutive one (1) year terms. This contract may be renewed for up to three (3) additional one (1) year terms with written agreement between both parties and the availability of continued funding.
- 1.4 COMPLETION AGREEMENT:** Contractor agrees to furnish all labor, materials, permits, insurance and equipment necessary to perform and complete all work per plans and specifications.
- 1.5 WORK VERIFICATION FOR PAYMENT:** Before payment is made, work completed must be verified by the THA Job Representative.
- 1.6 PRICE CHANGES:** Any change in price must be agreed upon in writing before work is started.
- 1.7 APPLICABLE TAXES:** THA is not allowed to extend its tax-deferred status. Contractors and subcontractors are obligated to pay all applicable taxes.
- 1.8 TIME FOR COMPLETION:** The scope of work covered herein shall be for an initial period of two (2) consecutive one (1) year terms as stipulated in the "Notice to Proceed" to the Contractor. Completion time will vary according to the extent of individual repairs and/or work projects related to flooring services covered by this Contract and as deemed reasonable by the THA Job Representative.
- 1.9 COMMUNICATIONS:** All notices, demands, requests, instructions, approvals, proposals and claims must be in writing. Any notice to or demand upon the Contractor shall be sufficiently given or delivered at the office of the Contractor stated on the signature page of the contract (or at other office as he/she may from time to time designate in writing to THA) or deposited in the United States mail in a sealed, postage-prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office. All papers required to be delivered to THA shall, unless otherwise specified in writing to the Contractor, be delivered to the Housing Authority of the City of Tulsa, 415 East Independence, Tulsa Oklahoma 74106, and any notice to or demand upon THA shall be sufficiently given if so delivered or deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said THA at such other address as THA may subsequently specify in writing to the Contractor for such purpose. Any such notice shall be deemed to have been given as of the time of actual delivery; or, in the case of mailing, when the same should have been received in due course of post or in the case of telegrams, at the time of actual receipt, as the case may be.
- 1.10 GUARANTY:** Workmanship and materials are to be guaranteed by the Contractor for a period of one (1) year after acceptance by THA.
- 1.11 SUPPLEMENTAL PUBLICATIONS:** Provisions in HUD 5369 (Instructions to Bidders), HUD 5369-A (Representations and Certifications of Bidders) and HUD 5370 (General Conditions of The Contract for Construction) shall apply to this contract. Documents are on file at Tulsa Housing Authority and may be obtained upon request.

END OF SECTION

**SECTION 01010
SUMMARY OF WORK**

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Contractor to provide installation material and installation services, on an as-requested basis or task order basis, for properties owned and/or operated by The Housing Authority of the City of Tulsa ("THA"). (See Attachment A – List of Properties hereto.)
- B. Flooring services to be provided by Contractor include, but are not limited to, the following: flooring and/or flooring pad replacement and/or installation (utilizing stretch-in method of installation), flooring seam repairs, "patching" of damaged flooring, and flooring stretching.
- C. Contractor agrees to furnish all labor and materials, insurance and equipment necessary to perform and complete all of the work, in accordance with the Contract documents.
- D. Installation of all materials will conform to manufacturer's recommendations and must comply with warranty requirements.
- E. Installation of all materials will conform to the standards issued by The Flooring and Rug Institute, Inc., Standard for Installation of Residential Flooring, CRI 105 – 2002, Fourth Edition, or newer.
- F. Upon completion of work, Contractor will remove all debris, discarded materials and supplies, as well as any hazardous materials from the job site. Contractor shall not use on-site dumpsters or trash receptacles for disposal of such items.
- G. Further, Contractor shall be responsible for all clean up TO INCLUDE VACUUMING OF EXCESS FLOORING DEBRIS, ETC., upon completion of job.
- H. Contractor shall be responsible for any damage caused by contractor or contractor employee, to THA properties.
- I. THA neither expresses nor implies that Contractor will be guaranteed a minimum or maximum amount of work during the term of the contract for flooring services.
- J. Any price change in the contract must be agreed upon in writing before work is started.
- K. SITE WILL PURCHASE FLOORING MATERIAL (will not include carpet pad). THIS WILL BE AN INSTALLATION MATERIAL AND LABOR ONLY CONTRACT.

1.02 QUALITY ASSURANCE

- A. Use an adequate number of skilled installers who are thoroughly trained, experienced, and completely familiar with the specified requirements and methods needed for proper performance of the work of this Section.

1.03 SCHEDULING AND COORDINATION

- A. Site Manager and/or THA Representative will contact Contractor on an as-needed basis, via telephone call placed to Contractor's office, mobile phone, and/or pager. Contractor will be required to respond to such telephone calls placed by Site Managers and/or THA Representative within the same day such telephone call or page was placed in order to schedule needed work.
- B. Flooring repairs and/or new flooring installation is a vital part of the preparation of an apartment unit for new occupancy. Therefore, proposed work must be scheduled no later than three (3) working days from the date original work order is placed by the Site Manager and/or THA Job Representative. Once notified by Site Manager and/or THA Representative of proposed work, Contractor shall be required to give the Site Manager and/or THA Representative a **firm** date for work to commence and estimated time for completion.
- C. The scope of work concerning this Contract shall take place during normal business hours, only, Monday through Friday, 8:00 a.m. to 5:00 p.m., unless otherwise specified by Site Manager.

SECTION 01010
SUMMARY OF WORK - Continued

PART 2 PRODUCTS**2.01 MATERIALS**

- A. Contractor shall provide all miscellaneous tools, materials and supplies necessary to perform and complete all of the work, in accordance with the Contract documents.
- B. Flooring pad material provided and utilized by Contractor shall be composed of polyurethane foam, ½” thickness, and a minimum of 4#.
- C. Tack strips utilized by Contractor should be a minimum of 1” wide and ¼” thick.

END OF SECTION

SECTION 01025
MEASUREMENT AND PAYMENT

WORK ACCEPTANCE

- 1. All work may be inspected by the Site Manager and/or the THA Representative. All work must be completed according to THA specifications and approved by the Site Manager and/or the THA Representative before any payments can be considered.
- 2. A “Certificate of Completion” (Attachment “B”) must be completed and signed by the Site Manager or a representative appointed by the Site Manager AND the Contractor prior to payment of Invoices by THA.
- 3. The executed Certificate of Completion shall be attached to Contractor’s invoice when submitted for payment. Contractor’s Representative shall submit the Certificate of Completion to the Site Manager (or Representative) the same day work is completed in order to allow Site Manager to inspect and approve work prior to signing.
- 4. Any price change in the contract must be agreed upon in writing by THA before work is commenced.

PAYMENT

- 1. Upon completion of the work of the Contract according to specifications as requested and approved by THA and by submission of the Certificate of Completion to the THA Job Representative, Contractor’s invoice(s) will be processed for payment.
- 2. All invoices shall include a detailed summary of any and all work for each unit, to include site name, list of work performed, date of work performed and material list to include amount of flooring used.
- 3. Payments will be made in approximately thirty (30) days from the date of submission of invoice(s) to THA.

END OF SECTION

SECTION 01100
SPECIAL PROJECT PROCEDURE

PROTECTION

- 1. The Contractor shall cease operations and notify the THA representative if safety of structures, workers or residents appears to be endangered.
- 2. Any expected interruption of any utility service of an hour or more will require a notice from the contractor so the tenants can be notified. Any interruption of the electrical service will require a notice from the contractor and written permission to proceed so the tenants with medical equipment can be properly prepared.
- 3. Any and all contractors and/or subcontractors performing work on THA facilities or grounds are subject to THA Safety Policies and practices. The Safety Committee has ultimate jurisdiction over the work practices of contractors and/or subcontractors and has the right to stop work when contractors and/or subcontractors are not conforming to general safe work practices or violations of the THA Safety Program.

END OF SECTION

**SECTION 01400
QUALITY CONTROL**

QUALITY ASSURANCE

1. Contractor will comply with pertinent requirements of governmental agencies having jurisdiction.

END OF SECTION

HOUSING AUTHORITY OF THE CITY OF TULSA

ANNUAL CONTRACT FOR FLOORING INSTALLATION MATERIALS AND INSTALLATION FOR ALL PROPERTIES OWNED AND/OR OPERATED BY THE HOUSING AUTHORITY OF THE CITY OF TULSA

THIS AGREEMENT, made and entered into this ____ day of _____, in the year Two Thousand __, by and between _____, a Corporation organized and existing under the laws of the State of Oklahoma, hereinafter referred to as "**CONTRACTOR**", and the **HOUSING AUTHORITY OF THE CITY OF TULSA**, hereinafter referred to as "THA".

WITNESS THIS DAY, the **CONTRACTOR** and **THA** for the consideration stated herein mutually agrees as follows:

- ARTICLE 1: TERM OF CONTRACT.** The Contract will be for an initial period of two (2) consecutive one (1) year terms. This contract may be renewed for up to one (1) additional one (1) year terms with written agreement between both parties and the availability of continued funding.
- ARTICLE 2: GENERAL CONDITIONS.** The **CONTRACTOR** will meet all State and Local government insurance, licensing, training and other requirements pursuant to the specifications as set out in Article 6 herein and pursuant to all Federal, State, and Local rules as well as the Uniform Federal Accessibility Standards and 504 Compliance.
- ARTICLE 3: INDEMNIFICATION.** The Contractor agrees to assume all risk of loss and to indemnify, defend and hold THA, its directors, officers, employees and agents harmless from and against any and all liability that THA, its directors, officers, employees and agents, may sustain as a result of all claims, damages, liabilities, demands, suits, losses, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property (including property of the THA) arising out of or in connection with Contractor's services under this Agreement, with the exception of those liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments that arise out of THA's negligent or intentional acts or omissions in which case, Contractor would not be responsible for the portion attributable to THA's negligent or intentional acts or omissions. THA, its directors, officers, employees and agents, shall also be entitled to recover attorneys' fees incurred in establishing its right to indemnification. In the event that any demand or claim is made or suit is commenced against THA arising from or in connection with this Agreement, THA shall give prompt written notice thereof to Contractor and Contractor shall have the right to compromise or defend the same to the extent of its own interest. Contractor also agrees to indemnify and hold THA harmless should any goods or services provided by Contractor under this Agreement, infringe upon the patent, copyright or trade secret of another.
- The Contractor must furnish a certificate of Workers' Compensation in accordance with the State of Oklahoma Worker's Compensation Laws, Automobile Liability Insurance and Professional Liability Insurance and to furnish both State and Federal Tax Identification numbers. THA requires that the Contractor have a minimum of \$1,000,000.00 each occurrence, of General Liability and Professional Liability and/or Errors & Omissions Insurance, and further that THA be a named insured on all insurance policies. All services rendered there under must be performed in a professional workmanship manner.
 - Upon THA furnishing Contractor a notice of claim against THA for damages as a result of alleged actions by Contractor personnel, Contractor is to immediately notify its insurance carrier and request their carrier's investigation and process of the subject claim on behalf of THA.

ARTICLE 4: SCOPE OF SERVICES. The services to be rendered by CONTRACTOR under this contract shall consist of flooring installation services, on an as-requested basis or task order basis, for all properties owned and/or operated by THA, pursuant to the Contract Documents as set forth in Article 6 herein.

ARTICLE 5: COMPENSATION. The Contract amount is based upon the unit pricing submitted by CONTRACTOR as established by the Contract Documents, more specifically as set forth in Article 6, Part 2, and during any single contract term shall not exceed the sum total as stipulated below, unless approved by THA. Payments will be based on invoices from CONTRACTOR for services provided. Prior to payment THA shall have the right to verify any aspect of the CONTRACTOR's work and performance. Work and performance shall be acceptable to THA prior to payment. Upon completion of the work of the Contract according to specifications and upon approval by THA, CONTRACTOR's invoice(s) will be processed for payment. Payments will be made in approximately thirty (30) days from the date of submission of invoice(s) to THA. Prior to payment, THA shall have the right to verify any aspect of the CONTRACTOR's work and performance.

Furniture Moving	\$ _____	Per Room
Carpet Installation – Glued	\$ _____	PSF
Carpet Installation – Stretched	\$ _____	PSF
VCT Installation(to include strip & 2 coats of wax)	\$ _____	PSF
LVT installation	\$ _____	PSF
Vinyl Cove Base	\$ _____	PLF
Repairs:	\$ _____	per seam
	\$ _____	per hole

Contractor Pricing to include, but not limited to, cove base, glue, tack strip, removal / disposal, and all ancillary materials for a complete installation.

Site will purchase carpet, pad, VCT or LVT

ARTICLE 6: CONTRACT DOCUMENTS. Shall consist of the following:

1. Invitation to Bid issued March 12, 2018, consisting of twenty-five (25) pages.
2. Form of Bid submitted by CONTRACTOR, dated _____, containing ____ pages.
3. This Contract, dated _____, containing three (3) pages.

ARTICLE 7: PRICE CHANGE. Any price change in the Contract must be agreed upon in writing by both parties, before work is commenced.

ARTICLE 8: PERFORMANCE OF SERVICES. The services provided under this contract are solely for the benefit of THA and neither this contract nor any services rendered hereunder confer any rights on any other party as a third party beneficiary or otherwise.

ARTICLE 9: CONTRACT TERMINATION FOR CAUSE. If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper fashion its obligation under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, THA shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least ten (10) days prior to the effective date of such termination. In that event, the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed to that date.

ARTICLE 10: CONTRACT TERMINATION FOR CONVENIENCE. Notwithstanding the above, THA may terminate this Contract in whole or in part by providing at least ten (10) days

written notice prior to the effective date of such termination. The CONTRACTOR shall be paid an amount sufficient to compensate CONTRACTOR for CONTRACTOR'S actual expenses incurred to date of termination and the CONTRACTOR shall not incur new obligations for the terminated portions after the effective date, and shall cancel as many outstanding obligations as possible.

ARTICLE 11: CONTRACT TERMINATION FOR LACK OF FUNDING. Notwithstanding the above, all terms of this Contract are contingent upon allocated funding to THA for this particular project. In the event such allocated funding for this particular project is eliminated or withdrawn from THA by THA's funding source, THA shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days prior to the effective date of such termination. In that event, the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed to that date.

ARTICLE 12: ASSIGNABILITY. The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same, without the prior written consent of THA thereto; provided, however, that claims for money due or to become due to the CONTRACTOR from THA under this Contract may be assigned to a bank, trust company, or other financial institution without such approval.

ARTICLE 13: ASSURANCES. The CONTRACTOR hereby assures and certifies that it will comply with all regulations, policies, guidelines, and requirements promulgated by THA, by agencies providing funding to THA, or by all other parties with any direct or indirect interest in the work to be performed under the scope of this Contract. The CONTRACTOR will give THA or any authorized representatives of THA access to and the right to examine all records, books, papers, or documents, which are related to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts as of the day and year first above written.

CONTRACTOR

ATTEST:

BY: _____

TITLE: _____

(Address)
(City/State/Zip)
(Phone)

HOUSING AUTHORITY OF THE CITY OF TULSA

ATTEST:

BY: _____

TITLE: President / CEO

415 East Independence
Tulsa, OK 74106
918/582-0021

ATTACHMENT (A)**LIST OF PROPERTIES OWNED AND/OR OPERATED BY
THE HOUSING AUTHORITY OF THE CITY OF TULSA****LIST OF HOUSING COMMUNITIES****SITE
NUMBER****SITE
NAME****SITE
ADDRESS****THE FOLLOWING PROPERTIES TO BE DONE ON AN AS-REQUESTED BASIS:**

5623	The Meadows	2820 South 116 th E. Avenue
5624	Towne Square	1607 East Young
5601	Murdock Villa	828 South Wheeling

**THE FOLLOWING PROPERTIES TO BE DONE ON A TASK ORDER BASIS WITH THE
PRICE TO BE AGREED ON BEFORE WORK IS DONE:**

7300	Central Office	415 East Independence
7301	Seminole Hills	1624 East Virgin
7301	Whitlow Townhomes	1836 North Rockford
7303	Comanche Park	3608 North Quaker
7305	Apache Manor	2402 North Marion
7306	Mohawk Manor	3637 North Birmingham
7308	Riverview Park	2212 South Jackson
7310	Sandy Park	6301 West 11 th Place
7312	Parkview Terrace	1659 Southwest 59 th Street
7317	South Haven Manor	4012 West 56 th Place
7318	East Central Village	12330 East Archer
7304	Pioneer Plaza	901 North Elgin
7307	Hewgley Terrace	420 South Lawton
7313	LaFortune Tower	1725 S.W. Boulevard
5602	Inhofe Plaza	6565 South Newport Ave.

RESIDENTIAL AND NON-RESIDENTIAL DWELLINGS

THA also owns **approximately two hundred thirteen (213)** residential dwellings in Tulsa County.

ATTACHEMENT "B"**CERTIFICATE OF COMPLETION****CONTRACT FOR FLOORING INSTALLATION MATERIAL AND INSTALLATION SERVICES****CONTRACT NO.** _____**THIS IS TO CERTIFY THAT:**

All work and materials for the contract, as described below, have been carefully inspected by an authorized Representative or Agent of the HOUSING AUTHORITY OF THE CITY OF TULSA and completed in accordance with the requirements of the contract and scope of work, all according to the bid documents.

COMPLEX NAME AND NUMBER: _____**CONTRACTOR:** _____**ADDRESS OF WORK:** _____**DESCRIPTION OF WORK:** _____**COMPLETION CERTIFICATE TIME SCHEDULE:****The above work was completed as follows:****Start Date:** _____ **Actual Completion Date:** _____**(CONTRACTOR NAME)****HOUSING AUTHORITY OF THE CITY OF
TULSA**_____
CONTRACTOR'S REPRESENTATIVE_____
SITE REPRESENTATIVE_____
PRINT NAME_____
PRINT NAME**DATE:** _____**DATE:** _____