



**415 EAST INDEPENDENCE
TULSA OKLAHOMA 74106**

**INVITATION TO BID # 19-009-9999 FOR
ANNUAL INSPECTION, TESTING, REPAIRS AND REPORTING
ON WATER-BASED FIRE PROTECTION SYSTEMS
FOR THE TULSA HOUSING AUTHORITY**

**BID DEADLINE:
BIDS ARE DUE ON OR BEFORE
2:00 P.M., FEBRUARY 28, 2019**

Issue Date: FEBRUARY 1, 2019

HOUSING AUTHORITY OF THE CITY OF TULSA

415 EAST INDEPENDENCE
TULSA, OKLAHOMA 74106

INVITATION TO BID

DATE: FEBRUARY 1, 2019

PROJECT: ANNUAL INSPECTION, TESTING, REPAIRS AND REPORTING
OF WATER-BASED FIRE PROTECTION SYSTEMS
FOR THE TULSA HOUSING AUTHORITY ("THA")

SITES :

1. Pioneer Plaza (73-04), 901 North Elgin
2. Hewgley Terrace (73-07), 420 South Lawton
3. Lafortune Tower (73-13), 1725 Southwest Boulevard
4. Murdock Villa (56-01), 828 South Wheeling
5. Inhofe Plaza (56-02), 6565 South Newport Avenue
6. Central Office (73-00), 415 East Independence

FORM OF BID: INTERESTED BIDDERS TO SUBMIT A LUMP SUM BID FOR
INSPECTION, TESTING AND REPORTING BASED UPON WORK ITEMS
SPECIFIED BELOW. NEEDED REPAIRS SHALL BE COMPLETED ON
A TASK ORDER BASIS. SEE ATTACHED FORM OF BID.

BID DATE DEADLINE: 2:00 P.M. FEBRUARY 28, 2019

GENERAL SPECIFICATIONS:

SECTION 01010 SUMMARY OF WORK

- A. Contractor shall perform the following work on the water-based fire protection systems at the five (5) high-rise community buildings, one (1) administrative office building and one (1) central warehouse listed above in accordance with the most current Edition of NFPA 25 as follows (see List of Equipment attached hereto):
1. Visually inspect all sprinkler systems to include all sprinkler heads, pipes, fittings, hangers, braces, fire pumps, test headers, valves, valve components, trim, etc. to ensure system is operating properly and as designed.
 2. Perform required testing of **all** fire pumps and / or test headers.
 3. Once all inspections and tests have been completed, Contractor shall provide THA with a full and complete type written report, within seven (7) days, on applicable forms indicating all items inspected and tested and the results of those inspections and tests, and reporting any deficiencies noted. It is the desire of the Housing Authority to acquire "green tag" status on all operating systems.
 4. 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 the THA Job Representative.
 5. Contractor shall furnish all necessary labor, including skilled workmen in their trade, materials, equipment, proper insurance, and permits necessary for the completion of all work per plans and specifications.
 6. There are currently no alarm, leak or repair issues at these sites. Repeat visits required by Contractor, to correct issues resulting from Contractor's visits, shall be completed at no additional cost to THA.

SECTION 01010
SUMMARY OF WORK - Continued

B. Deficiencies:

1. In the event there are deficiencies within the water-based fire protection systems (including the standpipe and fire pump systems) at any of the THA sites listed above, Contractor shall note any and all deficiencies of said systems, by site, and provide THA with a **type written report** of those deficiencies within seven (7) days of completion of inspection and testing or by phone in the case of an emergency situation. In the event of noted deficiencies, Contractor shall provide THA with a separate form detailing its cost in the form of a quote citing individual parts and materials, labor associated with repairs, and total cost, per site, to return system to “green tag” status. Based on said type written report and accompanying quote noting any and all deficiencies and costs associated for repair(s) by Contractor, THA hereby reserves the right to utilize said Contractor’s services, by Task Order, to address associated repairs in order to correct or repair any deficiencies of water-based fire protection systems. Once correction of any deficiencies have been completed, Contractor shall re-inspect and provide THA with an additional type written report within seven (7) days noting the deficiencies have been corrected and current tag status of equipment.

C. It is imperative that Contractor be qualified and experienced in the inspection, testing, and maintenance of water-based fire protection systems. **CONTRACTOR MUST SUBMIT THE FOLLOWING ITEMS WITH THE FORM OF BID:**

1. **PROOF OF CERTIFICATION:** Submit proof of Certification authorizing Contractor to perform annual testing and inspection of water-based fire protection systems. (Examples of Certification include, but are not limited to, Certification by state or local authority, factory trained and certified, National Institute for Certification in Engineering Technologies Fire Alarm certified, International Municipal Signaling Association Fire Alarm certification, trained and qualified personnel employed by contractor listed by a national testing laboratory for the servicing of fire alarm systems.)
2. **REFERENCES:** Submit at least three (3) references that can verify the past performance in terms of quality of work and compliance with schedules and pertinent codes.
3. **STAFFING:** Evidence and ability of qualified fire Protection Company to provide the personnel necessary to provide the services required in this INVITATION TO BID.
4. **PROOF OF INSURANCE:** Contract will not be awarded to a contractor who cannot provide proof of insurance in the required amounts. THA requires that all contractors have a minimum of \$1,000,000.00 each of general/professional liability and vehicle liability, per occurrence.

GUARANTEE: Contractor to guarantee work against all defects for a minimum period of one (1) year from the date of final acceptance and make good by repair, at no additional cost to THA, any portion that may show defects in either workmanship or materials during that period.

SPECIAL REQUIREMENTS: Contractor is required to furnish a Certificate of Workers Compensation, General and/or Professional Liability Insurance, and Automobile Insurance. THA requires that all contractors have a minimum of \$1,000,000.00 each of general/professional 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 bid.*

TIME FOR COMPLETION: The work shall be commenced at the time stipulated in the Contract between the parties and shall be fully completed within thirty (30) consecutive calendar work days thereafter.

LIQUIDATED DAMAGES: The Contractor shall have thirty (30) consecutive calendar work days, from start date of the Contract, to complete the project. As actual damages for any delay in completion are impossible of determination, the Contractor shall be liable for and shall pay to THA the sum of **\$250.00** per day, as fixed and agreed, liquidated damages for each calendar day until the work is completed and accepted.

SECTION 01010
SUMMARY OF WORK - Continued

SUBMISSION: Bids will be received by the Contracting Department, TULSA HOUSING AUTHORITY, 201 W. 5TH ST. SUITE 400, Tulsa, Oklahoma 74103 until 2:00 p.m., FEBRUARY 28, 2019. All written quotes may be forwarded to Construction Services Department via U.S. Mail or hand-delivery. Any and all questions shall be directed to BETH COLE at 918/581-5729. **A BID BOND WILL NOT BE REQUIRED. BIDS WILL BE ACCEPTED BY THE DEADLINE BY EMAIL AT BETH.COLE@TULSAHOUSING.ORG OR BY HAND DELIVERY TO 201 W. 5TH ST, SUITE 400, TULSA OK 74103.**

CONTRACT AWARD: Contract will be awarded to the lowest *responsible* bidder.

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

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

HOUSING AUTHORITY OF THE CITY OF TULSA
FORM OF BID

BID DATE DEADLINE:

2:00 P.M. FEBRUARY 28, 2019

- 1.1 PROJECT: ANNUAL INSPECTION, TESTING, REPAIRS AND REPORTING OF WATER-BASED FIRE PROTECTION SYSTEMS FOR TULSA HOUSING AUTHORITY**
- 1.2 LENGTH OF CONTRACT: All work shall be completed within thirty (30) consecutive calendar work days. Liquidated damages will be assessed at \$250.00 per day thereafter.**
- 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 amount:
- 1.4 PLEASE ENTER BASE BID AMOUNT FOR THE ABOVE PROJECT PER THE SUMMARY OF WORK. ALL SITES MUST BE BID AND ALL BIDS WILL BE CONSIDERED COLLECTIVELY. BREAK DOWN OF PRICE FOR EACH SITE IS FOR THA INFORMATIONAL/BUDGETARY PURPOSES ONLY.**
- | | | |
|-----------------|----------|---------------------|
| MURDOCK VILLA | \$ _____ | PER INSPECTION/TEST |
| INHOFE PLAZA | \$ _____ | PER INSPECTION/TEST |
| PIONEER PLAZA | \$ _____ | PER INSPECTION/TEST |
| HEWGLEY TERRACE | \$ _____ | PER INSPECTION/TEST |
| LAFORTUNE TOWER | \$ _____ | PER INSPECTION/TEST |
| CENTRAL OFFICE | \$ _____ | PER INSPECTION/TEST |
- TOTAL COSTS ALL INSPECTIONS AND TESTS FOR ALL SITES** \$ _____
- 1.5 QUOTE ACCEPTANCE OR REJECTION:** The Authority reserves the right to accept or reject any or all quotes or waive minor irregularities or formalities.
- 1.6 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. (MINORITIES: Black American, Native American, Hispanic American, Asian/Pacific American, Hasidic Jew) 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.
- ☐ - is a M/WBE ☐ - is not a M/WBE ☐ - is Section 3 ☐ - is not Section 3
- 1.7 COMPANY NAME:** _____ **PHONE NUMBER:** _____
ADDRESS: _____ **CITY/STATE/ZIP:** _____
FAX NUMBER: _____ **FEIN NUMBER:** _____
SIGNATURE: _____ **DATE:** _____
PRINT NAME: _____
E-MAIL ADDRESS: _____
- 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.**

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.

LIST OF WATER-BASED SYSTEM EQUIPMENT

Murdock Villa, 828 South Wheeling

Pump: Peerless, Serial No. 403413, Model No. 4AF1213, 500 GPM, 1750 RPM; **Driver:** No Info Available; **Controller:** Metron, Serial No. DL805794, Model M30-A-20-208.

Inhofe Plaza, 6565 South Newport Avenue

Pump: ITT-Allis Chalmers, Serial No. 81191193-1-1, 8X6X12F, 1,000 GPM, 40 PSI, 1770 RPM; **Driver:** G.E. Model No. 286TS, 30 HP, 1765 RPM; **Controller:** Sylvania, Serial No. 332566-1-1, Model No. C3B152-4.

Pioneer Plaza, 901 North Elgin

Pump: Patterson 4x3, 500 GPM, 1770 RPM, 50 PSI; **Driver:** G.E. 284TS, Serial No. HD1410263, 25 HP, 1750 RPM; **Controller:** Lexington, Serial No. S0169. Test Header on roof.

Hewgley Terrace, 420 South Lawton

Pump: Patterson, 500 GPM, 50 PSI, 1750 RPM; **Driver:** Marathon, Serial No. 651609, Model 284TS, 25 HP, 1760 RPM; **Controller:** Lexington, Serial No. F726, Model 1023F2.

LaFortune Tower, 1725 Southwest Boulevard

Pump: Aurora, Serial No. 7381724, Model No. 4-481-11A, 500 GPM, 45 PSI, 1760 RPM; **Driver:** Marathon, Serial No. 276888, Model No. 284TS, 25HP, 1760 RPM; **Controller:** Clarke, Serial No. 377899-1-1, Model No. B10630.

Central Office, 415 East Independence

No Fire Pump, Notifier R-1001 Pre-Action/Deluge Control Panel and Sprinkler System

BIDDERS LIST APPLICATION – *Please print clearly. All fields are required.*

COMPANY NAME (as registered with IRS): _____

CONTACT PERSON'S NAME: _____

CONTACT PERSON'S TITLE: _____

COMPANY ADDRESS: _____

CITY, STATE, ZIP CODE: _____

E-MAIL ADDRESS: _____

PHONE NUMBER: () _____ FAX NUMBER: () _____

TYPE OF WORK, SERVICE OR PRODUCT: _____

FEIN OR SOCIAL SECURITY #: _____

BONDING/JOB SIZE CAPABILITY:

\$25,000 and Below	_____
\$25,000 - \$50,000	_____
\$50,000 - \$100,000	_____
Over \$100,000	_____

INSURANCE AMOUNTS:

General Liability	_____
Automobile	_____
Worker's Comp ♦	_____

◆**NOTICE:** Effective July 1, 2005, the Workers Compensation Certificate of Non-Coverage is no longer valid. Proof of Workers Compensation and Employers' liability insurance must be provided, or please complete the attached Certification of Independent Contract Status.

All projects require at least \$1,000,000 each on General Liability and Automobile.

MINORITY CLASSIFICATION OR SECTION 3 QUALIFIED BUSINESS: (Check – If Applicable)*

African American _____

Hispanic American _____

Native American _____

Asian American _____

Hasidic Jewish American _____

Woman Owned _____

*Section 3*** _____

Other (please specify) _____

* Must be at least 51% owned by minority or women in order to be classified as such.

**** Please complete and return the attached certification to be considered a Section 3 business.**

PLEASE RETURN TO THE FOLLOWING ADDRESS: Tulsa Housing Authority
Attn: Contracting Department
415 E. Independence
Tulsa, OK 74106-5213

**CERTIFICATION for BUSINESS CONCERNS SEEKING SECTION 3
PREFERENCE in CONTRACTING and DEMONSTRATION of CAPABILITY**

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

TYPE OF BUSINESS: ☐ Corporation ☐ Partnership
 ☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of status:

For business claiming status as a Section 3 resident owned Enterprise:

- | | |
|---|---|
| <input type="checkbox"/> Copy of resident lease | <input type="checkbox"/> Copy of receipt of public assistance |
| <input type="checkbox"/> Copy of evidence of participation in a public assistance program | <input type="checkbox"/> Other evidence |

For the business entity as applicable:

- | | |
|--|---|
| <input type="checkbox"/> Copy of Articles of Incorporation | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate | <input type="checkbox"/> Partnership Agreement |
| <input type="checkbox"/> List of owners/stockholders and % of each | <input type="checkbox"/> Latest Board minutes appointing officers |
| <input type="checkbox"/> Organization chart with names and titles and brief functional statement | <input type="checkbox"/> Additional documentation |

For business claiming Section 3 status by subcontracting at least 25 percent of the dollar awarded to qualified Section 3 business

- ☐ List of subcontracted Section 3 business and subcontract amount

For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible within three (3) years of date of first employment with the business.

- | | |
|---|---|
| <input type="checkbox"/> List of all current full time employees | <input type="checkbox"/> List of all employees claiming Section 3 status |
| <input type="checkbox"/> PHA/IHA Residential Lease (less than three (3) years from day of employment) | <input type="checkbox"/> Other evidence of Section 3 status (less than three (3) years from date of employment) |

Evidence of ability to perform successfully under the terms and conditions of the proposed contact:

- | | |
|--|--|
| <input type="checkbox"/> Current financial statement | <input type="checkbox"/> List of owned equipment |
| <input type="checkbox"/> Statement of ability to comply with public policy | <input type="checkbox"/> List of all contracts for the past two (2) years. |

Authorized Name

Corporate Seal

Authorized Signature

Attested by: _____
Name: _____
Date: _____

Preference for Section 3 Business Concerns in Contracting Opportunities

Remember: A Section 3 Business* is a business:

1. That is 51 percent (51%) or more owned by a Public Housing resident(s); or
2. Whose permanent, full-time employees include persons, at least 30 percent (30%) of whom are currently Public Housing residents, or were Public Housing residents within three (3) years of the date of first employment with the business concern; or
3. Whose permanent, full-time employees can be termed as "low" or "very low" income; or
4. That provides evidence of a commitment to subcontract in excess of 25 percent (25%) of the dollar amount of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraph (1), (2) or (3) in this definition of "Section 3 Business Concern".
5. Section 3 *Preference* can **only** be given when the procurement of goods or services is done by a "Request for Proposal" or a "Request for Quote". Projects done by "Sealed Bid" will not qualify for Section 3 Preference.

Section 3 helps create employment for low-income persons and provides contracting opportunities for businesses that are owned by low-income people or that provide employment to low-income people.

*** NOTE:**

Classification as, or participation with, a Section 3 Business Concern is not a pre-requisite for inclusion on THA contractor's bidders list.

AFFIDAVIT OF EXEMPT STATUS UNDER THE WORKERS' COMPENSATION ACT

State of Oklahoma

County of _____)

I, _____ state under oath as follows:

1. I, _____ (Name of individual) operating as _____ (independent contractor's business name), have agreed to provide services to _____ (Contractor) during calendar year _____.
2. I have read, signed and attached the Exempt Status Fact Sheet and understand that an Independent Contractor is one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.
3. I understand that based upon the representations in this Affidavit of Exempt Status, I am requesting _____ (Insert contractor's name) to consider my business to be that of an independent contractor; **that I am not an employee under the Workers' Compensation Act** and the policy issued by _____ (Insurance Carrier); and that no premium be charged for the services performed by my business during the policy year.
4. **I am an independent contractor, not an employee of the contractor. I do not want workers' compensation insurance and understand that I am not eligible for Workers' Compensation benefits.**
5. I will obtain workers' compensation and employers' liability insurance for my employees if I have employees, unless they are otherwise exempt from the requirements of the Workers' Compensation Act.
6. I have read, signed and attached the Exempt Status Fact Sheet describing what is an Independent Contractor and the information provided is not the result of force, threats, coercion, compulsion or duress.
7. I understand that the execution of the affidavit shall establish a rebuttable presumption that the executor is not an employee for purposes of the Workers' Compensation Act.
8. I understand that the execution of an affidavit shall not affect the rights or coverage of any employee of the individual executing the affidavit.
9. I understand that knowingly providing false information on an Affidavit of Exempt Status Under the Workers' Compensation Act shall constitute a misdemeanor punishable by a fine not to exceed One Thousand Dollars (\$1,000.00).

Independent Contractor (Executor) Signature

Date _____ Name _____ Title _____

Signature _____ Business Name _____

Notary Public

Signed and sworn to before me on this _____ day of _____, 20____ by _____
Notary Public

My Commission Expires: _____ My Commission # _____

This form is to be signed and notarized at the start of a job/project for this contractor and is good for the job/project or any similar job/project performed for the contractor for one year from the date of notary.

Note: Employers who knowingly and willfully require an employee or subcontractor to execute an affidavit when the employer knows that the employee or subcontractor is required to be covered under a workers' compensation insurance policy shall be liable for a civil penalty of up to \$1,000.00 per offense. (36 OS §§924.5)

It is a crime to falsify the information on this form.

Edition ~~082905~~ 070106

EXEMPT STATUS FACT SHEET

An independent contractor is defined by law as one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.

Below are statements to help you decide if you are an independent contractor. No one statement is controlling, and your status is based on all the facts in your situation. If a statement describes your situation, then check the box. If at least six of the statements below do not describe your business, you should not sign the attached Affidavit of Exempt Status Under the Workers' Compensation Act.

- . 1. The nature of the contract between you and the contractor shows you are independent from the contractor. For example: Is there a written contract where you agree that you are an independent contractor? Are you a corporation or limited liability company? Do you maintain commercial general liability insurance or other business insurance?
- . 2. The contractor exercises very little control over your work. For example: By the agreement, can the contractor exercise control on the details of the work or your independence? Do you exercise control over most of the details of the work? Do you create plans or specifications for the job? Do you set your own work hours?
- . 3. You are engaged in a distinct occupation or business for others. For example: Do you work for companies or individuals other than the Contractor? Do you work for competitors of the Contractor? Does your business have a logo or uniform?
- . 4. Your job is the kind of occupation where the work is usually performed by a specialist without supervision, and not under the direction of the contractor. For example: Is your work supervised by the Contractor?
- . 5. Your occupation requires special skills, license, education or training.
- . 6. The contractor does not supply the things needed to perform your job such as the tools and the place of work. For example: Do you supply any of the materials or tools for the work? Do you operate a vehicle owned by the contractor? Was the work performed at your business or the contractor's business location or jobsite? Do you wear a uniform supplied by the contractor?
- . 7. The length of the job and how long you have worked for the Contractor does not show that you are really an employee. For example: Is this a one-time job, or will you be doing this for the contractor regularly?
- . 8. You are paid as a separate contractor, not as an employee. For example: Do you invoice the Contractor for your services? Are you paid by the job? Do you file a federal income tax return for your business? Do you expect to receive an IRS Form 1099 from the Contractor? Does the Contractor pay your expenses?
- . 9. Your work is not the regular business of the employer. For example: Is your work customarily done in the Contractor's line of business or as part of the Contractor's daily work? Have you ever been an employee of the Contractor? Do you work with other people hired by the Contractor on the work you perform?
- . 10. You do not consider yourself an employee of the contractor. For example: Will the Contractor withhold taxes or monies from your payment? Have you ever been an employee of the Contractor? Have you or your employees ever filed an insurance claim against the Contractor?
- . 11. You do not have the right to terminate the relationship without liability. For example: If you quit before the job is finished, is there a penalty?

Based upon these factors, do you believe that you are an independent contractor with exempt status?

(WRITE YES OR NO)

Signature _____
(INDEPENDENT CONTRACTOR/EXECUTOR)

Note: Employers who knowingly and willfully require an employee or subcontractor to execute an affidavit when the employer knows that the employee or subcontractor is required to be covered under a workers' compensation insurance policy shall be liable for a civil penalty of up to \$1,000.00 per offense. (36 OS §§924.5)

It is a crime to falsify the information on this form.

Edition 082905-070106

HOUSING AUTHORITY OF THE CITY OF TULSA

CONTRACT FOR ANNUAL INSPECTION, TESTING, REPAIRS AND REPORTING ON WATER-BASED FIRE PROTECTION SYSTEMS FOR THE TULSA HOUSING AUTHORITY

THIS AGREEMENT (also referred to as “Contract”), made and entered into this _____ day of _____, in the year Two Thousand Nineteen, by and between **INSERT LEGAL NAME OF ENTITY HERE** 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 one (1) year commencing pursuant to the dates stated in the Notice to Proceed. This Contract may be renewed for up to four (4) additional one (1) year terms with a written agreement from both parties and the availability of continued funding. This Article is not meant to indicate that this Contract will or shall be renewed. **THA**, solely, holds the option to renew this Contract.

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.

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 Board of Commissioners, its directors, officers, volunteers, 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’ fees, and witnesses’ fees, and expenses incident thereto, bodily injury, death, or property arising out of or in connection with Service Provider’s services under this Agreement, but only to the extent caused by the negligent or intentional acts or omissions of Contractor. **THA**, its directors, its Board of Commissioners, 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.

1.1 The **CONTRACTOR** must furnish a certificate of Auto Liability Insurance, General Liability and/or Errors & Omissions Insurance and to furnish both State and Federal Tax Identification numbers. **THA** requires that the **CONTRACTOR** have Worker’s Compensation Insurance and a minimum of \$1,000,000.00 General Liability and/or Errors & Omissions insurance and automobile liability, and further that **THA** be a named insured on all policies. All services rendered there under must be performed in a professional workmanship manner.

1.2 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 a **STATE SERVICES HERE** for the Housing Authority of the City of Tulsa, all pursuant to the Contract Documents as set forth in Article 6 herein.

ARTICLE 5: COMPENSATION. The total contract amount shall be for **INSERT CONTRACT AGREEMENT AMOUNT HERE and 00/100 Dollars (\$0.00)**. Payment will be made by **THA** to **CONTRACTOR** in a lump sum or following billing submitted to **THA** by **CONTRACTOR**.

Prior to any 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 any payment. **THA** shall have

thirty (30) days to process a correct and itemized payment request/invoice, in accordance with THA Policy and Department of Housing & Urban Development, to CONTRACTOR.

LIQUIDATED DAMAGES. Liquidated damages of **\$250.00** per day will be assessed for each day exceeding the scheduled completion date.

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

1. Invitation for Bid issued on _____.
2. Sealed Bid received from CONTRACTOR, dated _____.
3. Contract dated _____.

ARTICLE 7: 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 8: CONTRACT TERMINATION GENERALLY. THA shall thereupon have the right to terminate this contract, in whole or in part, at its sole discretion. THA will articulate to the CONTRACTOR at the time of termination the reason for the termination of this contract is "For Cause, For Convenience, For Lack of Funding, Assignability or another type of breach by the CONTRACTOR." Without prior written consent by an authorized representative of THA, THA will not be responsible, in whole or in part, for making payment, in whole or in part, to a contractor or other third-party that is not a party to the instant Contract unless an authorized THA representative does so in writing.

ARTICLE 9: CONTRACT TERMINATION FOR CAUSE. Notwithstanding the above, 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 thirty (30) 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 when both parties agree the continuation of the project would not produce beneficial result commensurate with the further expenditure of funds. The two parties shall mutually agree upon the termination conditions, including the effective date, and in the case of partial termination, for a portion terminated. 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 thirty (30) 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: FORCE MAJEURE. THA can terminate this Contract under this clause for an event or cause that is reasonably beyond the control of THA claiming the existence of such event or cause, which includes, but is not limited to, a flood, storm, tornado, hurricane, earthquake, or other similar Act of God such as a fire, environmental catastrophe, war, a civil disturbance, terrorist act, a labor dispute, inability to immediately comply with a law, order rule or regulation of law, a governmental action or delay in granting necessary permits or permit approvals or the inability to secure any materials THA deems material meaning THA cannot reasonably continue, in whole or in part, in the Contract. THA shall give notice and details of the reason invoking this Article in writing to the CONTRACTOR as promptly as possible after its occurrence. In such cases, the obligations of THA shall be suspended during the continuance of any inability so caused. Should a condition of Force Majeure continue for more than thirty consecutive (30) days, 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.

ARTICLE 13: 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 14: 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.

ARTICLE 15: ENFORCEABILITY. The failure of THA and/or the CONTRACTOR to enforce its rights under this Contract at any time for any period shall not be construed as a waiver of rights. If any part, term or provision of this Contract is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Contract shall be affected. This Contract may not be amended for any other reason without the prior written agreement of THA and the CONTRACTOR. This Contract constitutes the entire understanding between THA and the CONTRACTOR relating to the subject matter hereof unless any representation or warranty made about this Contract was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

ARTICLE 16: LIMITATION ON DAMAGES. In no event shall the CONTRACTOR have any liability under this Contract or otherwise in connection with the transactions contemplated hereby for lost profits, lost sales, business interruption or lost business opportunities, punitive, speculative, indirect or consequential damages relating to the breach of alleged breach of this Contract whether or not the possibility of such damages have been disclosed to the CONTRACTOR in advance or could have been reasonably foreseen by THA or for any other damages that rare not the probable and reasonably foreseeable result of any breach herein, but excluding in each case the lost profits, lost sales, business interruption or lost business opportunities, punitive, speculative, indirect or consequential damages suffered or incurred by a third-party for which responsibility is allocated to the CONTRACTOR. Notwithstanding the foregoing, nothing included in this Article shall limit the right of THA or the CONTRACTOR to specific performance. The CONTRACTOR and THA hereby waive and release any and all tort claims and causes of action that may be based upon, arise out of or relate to this Contract, or the negotiation, execution or performance of this Contract (including any tort claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Contract or as an inducement to enter into this Contract and including fraud and fraudulent inducement).

ARTICLE 17: JURISDICTION IF CONTRACT IS BREACHED. This Contract shall be governed by the laws of the state of Oklahoma, and THA and the CONTRACTOR agree to submit disputes arising out of or in connection with this Contract to the non-exclusive of the courts in the state of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts as of the day and year first above written.

INSERT CONTRACTOR NAME HERE

ATTEST:

BY: _____

TITLE: _____

INSERT CONTRACTOR ADDRESS & PHONE HERE

**HOUSING AUTHORITY OF THE CITY
OF TULSA**

ATTEST:

BY: _____

TITLE: Contracting Officer

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

CERTIFICATION:

(Execution of this section is required if CONTRACTOR/Service Provider operates under a limited liability corporation, limited liability partnership, a partnership agreement, joint venture and/or corporation. Fill in your legal name and name of the respective business entity that is entering into this Contract/Agreement below.)

I, _____, certify that I am the _____ of the _____ named as CONTRACTOR herein, that _____ who executed this Contract on behalf of the CONTRACTOR was the _____ of said _____ at the time of the execution, and that (he/she) executed the within and foregoing instrument, and acknowledged the same to be the free and voluntary act and deed of said _____ for the uses and purposes therein mentioned, and on oath, I certify that (he/she) was authorized by the governing body of the said _____ to execute said instrument on behalf of said _____ named herein.

CORPORATE SEAL

Print Name