



**201 W. 5TH ST, STE 400
TULSA OKLAHOMA 74103**

**INVITATION TO BID
19-013-9999**

**ANNUAL CONTRACT FOR INSPECTION, TESTING, AND MAINTENANCE OF
ALL PORTABLE FIRE EXTINGUISHERS AT ALL TULSA HOUSING AUTHORITY
PROPERTIES**

BID DEADLINE:

**SEALED BIDS ARE DUE ON OR BEFORE
2:00pm., APRIL 18, 2019
IN THE CONTRACTING DEPARTMENT
OF THE TULSA HOUSING AUTHORITY**

Issue Date: March 28, 2019

INVITATION TO BID

PROJECT IDENTIFICATION: ANNUAL CONTRACT FOR INSPECTION, TESTING AND MAINTENANCE OF ALL PORTABLE FIRE EXTINGUISHERS AT ALL TULSA HOUSING AUTHORITY PROPERTIES

THE HOUSING AUTHORITY OF THE CITY OF TULSA will receive **sealed bids** for the above, until **2:00 P.M., APRIL 18, 2019**, in the **CONSTRUCTION SERVICES DEPARTMENT** of the **TULSA HOUSING AUTHORITY, 201 W. 5TH ST, SUITE 400, Tulsa, Oklahoma 74103**, 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 (918/581-5921), at the above address. **NO BID BOND IS REQUIRED.**

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.

BID SUBMISSION: Each bid shall be placed in an envelope addressed to the **CONSTRUCTION SERVICES DEPARTMENT, HOUSING AUTHORITY OF THE CITY OF TULSA, 201 W. 5TH ST, SUITE 400, Tulsa, OK 74103** and **SEALED**. Outside of the envelope shall be plainly marked "**BID DOCUMENTS**" SHOWING CLEARLY, Date and Time to be opened, **PLUS** the Site location and Item to be bid. **THA has a Central Mail Opening Department, therefore, mail not to be opened for BIDS, MUST BE CLEARLY MARKED.**

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.

**DOCUMENTS 00100
INSTRUCTIONS TO BIDDERS**

SUPPLEMENT TO INSTRUCTION TO BIDDERS

- 1.0** Each bidder must visit the site(s) 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-C Certifications and Representations of Offerors (Non-Construction)
- 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.

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

BID DEADLINE: 2:00 P.M., APRIL 18, 2019

- 1.1 PROJECT: ANNUAL CONTRACT FOR INSPECTION, TESTING AND MAINTENANCE OF ALL PORTABLE FIRE EXTINGUISHERS AT ALL TULSA HOUSING AUTHORITY PROPERTIES**
- 1.2** Bidders shall visit the THA properties included in these specifications and thoroughly acquaint themselves with all conditions necessary to complete the work specified. Failure to inspect or include in the bid all work outlined in the specifications will not release the contractor from complying with the specifications in their entirety and performing all work specified or reasonably required for a complete job.
- 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 East Independence, Tulsa, Oklahoma 74106, hereby proposes to furnish all License, 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 locations for the following amounts:

1.4 PLEASE ENTER BASE BID AMOUNTS FOR THE FOLLOWING:

PER UNIT COST OF INSPECTION AND TAGGING FOR EACH TYPE OF FIRE EXTINGUISHER LISTED BELOW (This price shall include total cost for inspection and work performed including trip charge, profit and overhead, etc.):

ABC: \$ _____
WATER: \$ _____
CO2: \$ _____
HALON: \$ _____

PER UNIT COST OF RECHARGE FOR EACH TYPE OF FIRE EXTINGUISHER LISTED BELOW (This price shall include total cost for inspection and work performed including trip charge, profit and overhead, etc.):

ABC: 5LB \$ _____ 10LB \$ _____ 20LB \$ _____
WATER: \$ _____
CO2: 5LB \$ _____ 10LB \$ _____ 15LB \$ _____
HALON: 5LB \$ _____ 10LB \$ _____

PER UNIT COST FOR 6-YR. MAINTENANCE AS REQUIRED FOR EACH TYPE OF FIRE EXTINGUISHER LISTED BELOW (This price shall include total cost for inspection and work performed including trip charge, profit and overhead, etc.):

ABC: \$ _____
WATER: \$ _____
CO2: \$ _____
HALON: \$ _____

PER UNIT COST HYDRO-TEST AS REQUIRED FOR EACH TYPE OF FIRE EXTINGUISHER LISTED BELOW (This price shall include total cost for inspection and work performed including trip charge, profit and overhead, etc.):

ABC: \$ _____
WATER: \$ _____
CO2: \$ _____
HALON: \$ _____

NEW EXTINGUISHER COST:

2-1/2 LB. ABC: \$ _____

5 LB. ABC: \$ _____

10 LB. ABC: \$ _____

HOURLY RATE FOR ADDITIONAL SERVICE/REPAIR DURING THE TERM OF THE CONTRACT AND ONLY AS REQUESTED BY THA (This price shall include total cost for inspection and work performed including trip charge, profit and overhead, etc.):

\$ _____

PERCENTAGE OF MARK-UP OF MATERIALS _____ %

1.5 Addenda Acknowledgment: the following addenda have been received and are part of this bid.

Addenda No. 1, dated _____ Addenda No. 2, dated _____

1.6 BID 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.

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 (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

1.9 COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

PHONE NUMBER: _____ **FAX #:** _____

E-MAIL: _____ **FEIN #:** _____

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____

1.10 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.

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: _____

REMINDER

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.**

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.)

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 _____, _____.

NOTARY PUBLIC

My Commission expires: _____

(S E A L)

**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

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

☐ YES

☐ NO

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: _____

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 Contractors 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: _____

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)

LETTER OF ASSURANCE "B"
NOTICE TO ALL BIDDERS

COMPLEX NAME AND NUMBER OR PROJECT: ANNUAL CONTRACT FOR INSPECTION,
TESTING AND MAINTENANCE OF ALL PORTABLE FIRE EXTINGUISHERS AT ALL TULSA
HOUSING AUTHORITY PROPERTIES

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: _____

FEIN #: _____ DATE: _____

**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 (PLEASE TYPE)

SIGNATURE _____ DATE _____

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

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 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.

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 a 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/wbes 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.

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. 2000-2000d-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

**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 **\$500,000.00** 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:** Once awarded, the initial Contract term will be for a one (1) year period. The initial term of the Contract may be renewed for up to three (3) additional one (1) year terms with a written agreement from 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: CHANGE ORDERS:** If, during this project, Owner authorizes additional work, total cost to Owner for such changes shall not exceed 17% profit and overhead and shall be calculated and presented in writing as described in Sections 9 and 10 of the HUD General Conditions for this project. 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 work covered herein shall be for a twelve (12) month term as stipulated in the "Notice to Proceed" to the Contractor. Completion time will vary according to the extent of annual testing, individual repairs and/or maintenance related to the fire extinguishers 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.
- 1.9 GUARANTY:** Workmanship and materials are to be guaranteed by the Contractor for a period of one (1) year after acceptance by THA.

1.10 SUPPLEMENTAL PUBLICATIONS: Provisions in HUD 5369 (Instructions to 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.

SECTION 01010 SUMMARY OF WORK

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The work of the contract comprises of an annual inspection, testing, and tagging of all portable fire extinguishers as specified herein as needed for complete and proper operation in accordance with pertinent requirements of the Local Fire Authorities, NFPA and other governmental agencies having jurisdiction (see attached "THA Portable Fire Extinguisher Inventory and Location"). Further, during the term of the contract, Contractor shall perform any and all emergency and/or non-emergency maintenance repairs of portable fire extinguishers on an as-needed basis at THA properties as directed by the THA Job Representative.
- B. Contractor will have twenty-one (21) calendar days from the date stipulated in the "Notice to Proceed" to the Contractor to complete the annual inspection and testing of all portable fire extinguishers at all Tulsa Housing Authority properties. For informational purposes only, the most recent annual testing of all portable fire extinguishers at all THA properties was commenced in March, 2019.
- C. Contractor shall provide the THA Job Representative with complete and detailed written documentation of all inspection tests and maintenance procedures performed within twenty-one (21) days of such inspection. Required documentation shall include, but is not limited to, site name, date of inspection, number, type and size of fire extinguishers inspected or repaired.
- D. In the event Contractor identifies any deficiencies upon inspection of fire extinguishers; i.e. extinguishers requiring repair, or miscellaneous parts (valve stems, pull pins, o-rings, etc.), the Contractor shall perform such repairs and replace or install the necessary parts as needed for complete and proper operation in accordance with pertinent requirements of the Local Fire Authorities, NFPA and other governmental agencies having jurisdiction. Contractor shall provide the THA Job Representative with written documentation of any and all such repairs or replacement and installation of miscellaneous parts.
- E. Under no circumstances shall Contractor replace or provide any THA property with **new** fire extinguishers without the express approval of the THA Job Representative.

1.02 QUALITY ASSURANCE

- A. Use an adequate number of skilled technicians who are thoroughly trained, experienced, licensed 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. The scope of work concerning this Contract shall take place during normal business hours, only, Monday through Friday, 7:30 a.m. to 4:00 p.m.
- B. Contractor shall provide a minimum of forty-eight (48) hours' notice prior to the annual inspection or testing of fire extinguishers and shall coordinate all such work with the THA Job Representative.
- C. All Site Managers will be notified by the THA Job Representative to prepare for inspections, i.e. assuring all extinguishers are located and available for inspection by Contractor.
- D. A listing of all THA properties as well as a city map indicating location is attached hereto.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Contractor shall provide miscellaneous tools, materials and supplies as needed for proper inspection and testing of all equipment and devices as recommended by manufacturer or as directed by the Local Fire Authorities, NFFPA and other governmental agencies having jurisdiction, at no extra cost to THA.

PART 3 EXECUTION

MINIMUM TESTING REQUIREMENTS

The scope of work as defined in this section is the Housing Authority's minimum requirements and may in some cases exceed requirements of other governmental agencies having jurisdiction. Contractor shall be responsible to ensure all testing as required by local authorities is performed even though it may not be specifically addressed in this section.

3.01 FIRE EXTINGUISHER TESTING

- A. Visually inspect each type of portable fire extinguisher and check all components as required by Code for type and as recommended by the manufacturer.
 - 1. Check canisters, nozzles, hoses, and gauges for condition and clean/replace as approved by THA Job Representative.
 - 2. Tag each extinguisher with the date of inspection. Tag shall include, but is not limited to, name of Contractor, name of technician performing tests and a clear punch (not hand marked) for date of inspection.
 - 3. Perform recommended hydro-tests at intervals as recommended for type.
 - 4. For every extinguisher removed for hydro-testing or maintenance, Contractor shall provide a temporary replacement until original is returned.
 - 5. Stamp and label each hydro-tested unit with test dates.
- B. Provide written documentation to the THA Job Representative of the locations, quantities, and types of all extinguishers inspected for each building and/or each site.

END OF SECTION

SECTION 01025 MEASUREMENT AND PAYMENT

WORK ACCEPTANCE

- 1. All work may be inspected by the THA Job Representative. All work must be completed according to THA specifications and approved by the Job Representative before any payments can be considered.
- 2. Any price change in the contract must be agreed upon in writing before work is commenced.

PAYMENT

- 1. Upon completion of the work of the Contract according to specifications and as requested and approved by THA, Contractor's correct invoice(s) will be processed for payment.
- 2. All invoices shall include a detailed summary of inspection and any and all repairs for each portable fire extinguisher, to include site name, list of work performed, type of fire extinguisher, date of work performed, material used, number of technicians and hours worked.
- 3. Payments will be made in approximately thirty (30) days from the date of submission of correct 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 the 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



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.

Most projects require at least \$500,000 each on Worker's Compensation, General Liability and Automobile.

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

African American	_____	Hasidic Jewish American	_____
Hispanic American	_____	Woman Owned	_____
Native American	_____	Section 3**	_____
Asian American	_____	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

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
- Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

HOUSING AUTHORITY OF THE CITY OF TULSA

ANNUAL CONTRACT FOR INSPECTION, TESTING, AND MAINTENANCE OF ALL PORTABLE FIRE EXTINGUISHERS AT ALL TULSA HOUSING AUTHORITY PROPERTIES

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' 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: The total contract amount is based upon the unit pricing submitted by Contractor as established by the Form of Bid attached hereto and during the term of this Contract shall not exceed the sum total of the following unless approved by THA. Payments will be paid based on invoices from Contractor for services provided. 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.

PER UNIT COST FOR INSPECTION AND TAGGING FOR EACH TYPE OF FIRE EXTINGUISHER LISTED BELOW (This price includes total cost for inspection and work performed including trip charge, profit and overhead, etc.):

ABC: \$ _____
WATER: \$ _____
CO2: \$ _____
HALON: \$ _____

PER UNIT COST FOR RECHARGE FOR EACH TYPE OF FIRE EXTINGUISHER LISTED BELOW (This price includes total cost for inspection and work performed including trip charge, profit and overhead, etc.):

ABC: 5LB \$ _____ 10LB \$ _____ 20LB \$ _____
WATER: \$ _____
CO2: 5LB \$ _____ 10LB \$ _____ 15LB \$ _____
HALON: 5LB \$ _____ 10LB \$ _____

PER UNIT COST FOR 6-YR. MAINTENANCE AS REQUIRED FOR EACH TYPE OF FIRE EXTINGUISHER LISTED BELOW (This price includes total cost for inspection and work performed including trip charge, profit and overhead, etc.):

ABC: \$ _____ WATER: \$ _____
CO2: \$ _____ HALON: \$ _____

PER UNIT COST HYDRO-TEST AS REQUIRED FOR EACH TYPE OF FIRE EXTINGUISHER LISTED BELOW (This price includes total cost for inspection and work performed including trip charge, profit and overhead, etc.):

ABC: \$ _____ WATER: \$ _____
CO2: \$ _____ HALON: \$ _____

NEW EXTINGUISHER COST:

2-1/2 LB. ABC: \$ _____ 5 LB. ABC: \$ _____
10 LB. ABC: \$ _____

HOURLY RATE FOR ADDITIONAL SERVICE/REPAIR DURING THE TERM OF THE CONTRACT AND ONLY AS REQUESTED BY THA (This price includes total cost for inspection and work performed including trip charge, profit and overhead, etc.):

\$ _____ per hour

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 or the CONTRACTOR to enforce its rights under this Contract shall not be construed as a waiver of rights. If any part, or parts, 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 are 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

THA PORTABLE FIRE EXTINGUISHER LOCATION

SITE NO.	SITE NAME*	SITE ADDRESS	# OF EXTINGUISHERS
56-01	Murdock Villa	828 South Wheeling	31
56-02	Inhofe Plaza	6565 South Newport Avenue	42
56-23	The Meadows	2820 South 116th East Ave.	9
56-24	Towne Square	1607 East Young Place	6
73-00	Central Office	415 East Independence	11
73-42	THA Warehouse	7522 E. Seminole	4
73-01	Seminole Hills	1624 East Virgin	4
73-01	Seminole Resource Center	1845 North Troost	1
73-02	Whitlow Townhomes	1818-D North Rockford	4
73-03	Comanche Park	3608 North Quaker	7
73-03	Comanche Park Resource Center	3601 North Quaker	1
73-04	Pioneer Plaza	901 North Elgin	25
73-04	Pioneer Plaza Inspectors' Offices	901 North Elgin	1
73-05	Apache Manor	2402 North Marion	5
73-05	Apache Manor Resource Center	3724 East Young Street	1
73-06	Mohawk Manor	3637 North Birmingham	12
73-06	Mohawk Manor Resource Center	2530 East 37th Street No.	1
73-07	Hewgley Terrace	420 South Lawton	19
73-08	Riverview Park	2212 South Jackson	6
73-08	Riverview Park Resource Center	2224 South Jackson	1
73-10	Sandy Park	6301 West 11th Place	5
73-10	Sandy Park Resource Center	6313 West 11th Place	1
73-12	Parkview Terrace	1615 West 59th Street	6
73-13	LaFortune Tower	1725 Southwest Boulevard	33
73-17	South Haven Manor	4012 West 56th Place	5
73-17	South Haven Resource Center	4014 West 56th Place	1
73-18	East Central Village	12330 East Archer	5
73-18	East Central Resource Center	12302 East Archer, D	1
73-19	Scattered Site Warehouse	2439 East Admiral	8

TOTAL

264

*Unless otherwise noted, fire extinguishers are located in the office/shop areas or in adjacent community/recreation centers.

Additionally, THA owns and maintains approximately 70 vehicles for THA employee usage at the above-referenced properties. These vehicles may or may not include portable fire extinguishers. The majority of the portable fire extinguishers located in THA vehicles are the 5# Dry Chemical Type.

This information has been compiled based on historical data and may or may not be completely accurate.

