



**OAKLAND HOUSING AUTHORITY (OHA)**  
**Contract Compliance & General Services**  
 1801 Harrison Street, First Floor, Oakland, CA 94612  
 510-587-2166 / 510-587-2124 Fax

**QUOTE #16-016**  
**2016 Smog Inspections, Testing, and Repair Services Qualified List**

DATE: \_\_\_\_\_  
 ATTENTION Loren Morgan – Oakland Housing Authority Email: lmorgan@oakha.org  
 FAX #: 510-587-2124  
 FROM: \_\_\_\_\_  
 COMPANY: \_\_\_\_\_  
 Phone #/ Fax#/ Email: \_\_\_\_\_

**SUBJECT: Request Written Quote for 2016 Smog Inspections, Testing, and Repair Services Qualified List**

**PROJECT NAME: Qualified List for 2016 Smog Inspections, Testing, and Repair Services**

**NUMBER OF PAGES: \_\_\_\_\_ (Including This Cover Page)**

\*\*\*\*\*

**INSTRUCTIONS:**

Please email, fax, mail or deliver your quote by the deadline to Loren Morgan by completing this form, Exhibit A, HUD 5369-A, and Subcontractors List (if applicable). Email: lmorgan@oakha.org, Fax: 510-587-2124, Address: 1801 Harrison Street, First Floor, Oakland, CA 94612.

**By the deadline of: Time: 10:00 AM Date: 11/1/16 (Tuesday)**

**See attached Scope of Services, Exhibit A, HUD-5369-A, HUD-Table 5.1, Subcontractors List (if applicable)**

**\* Please return this page, Exhibit A, HUD-5369A, and Subcontractors List (if applicable).**

SIGNED BY:		COMPANY:	
PRINT NAME:		PHONE/FAX #:	
TITLE:		EMAIL:	

**Please also see Terms & Conditions to follow,**

**If selected, the following documents and requirements must be met:**

- General Liability Insurance (naming OHA as additionally insured) and Workmen's Compensation Insurance certificates.
- Form HUD-5369-A
- Form W-9
- HUD –Table 5.1, Mandatory Contract Clauses for Small Purchases Other than Construction which will be included in the Purchase Order if selected and may be provided if requested.
- Subcontractors List (if applicable)
- Other required forms as applicable.

## **TERMS & CONDITIONS – REQUEST FOR QUOTES – Non-Construction**

### **PROCEDURE: Bidders must submit proposed pricing where provided for on the Request for Quote form.**

#### **HA = Housing Authority**

- 1.0 HA CONTACT: All questions pertaining this Quote shall be addressed to the person indicated on the Request for Quote form.
- 2.0 APPLICABILITY: By submitting a quote (hereinafter referred to as "bid") to our HA, the firm or individual doing so (hereinafter, "the bidder") is automatically agreeing to abide by all terms and conditions listed herein, including those terms and conditions within the HUD document, *Table 5.1, Mandatory Contract Clauses for Small Purchases Other Than Construction*, which will be included in the Purchase Order if selected and may be provided if requested.
- 3.0 HA RESERVATION OF RIGHTS: The HA reserves the right to:
  - 3.1 Reject any or all bids, to waive any informalities in the Solicitation process, or to terminate the Solicitation process at any time, if deemed by the HA to be in the best interest of the HA;
  - 3.2 Terminate a contract awarded pursuant to this Solicitation at any time for its convenience upon delivery of a 10-day written notice to the apparent or successful bidder;
  - 3.3 Determine the days, hours and locations that the successful bidder shall provide the items or services called for in this Solicitation;
  - 3.4 Reject and not consider any bid that does not, in the opinion of the HA Buyer, meet the requirements of this Solicitation, including but not necessarily limited to incomplete bids and/or bids offering alternate (not including "or equal" items) or non-requested items or services;
  - 3.5 Negotiate the amount that is paid to or by the successful bidder, meaning the amount quoted by the apparent successful bidder may, at the HA's discretion, be the basis for the beginning of negotiations.
- 4.0 BIDDER'S RESPONSIBILITY: Each bidder must carefully review and comply with all instructions provided herein, provided within any named attachments and those provided within the Request for Quote Form.
- 5.0 DEADLINE: Each bidder shall submit his/her proposed costs, prior to the posted deadline, where provided within the form. Whereas this is an informal solicitation process, the HA reserves the right to extend the posted deadline at any time prior to the deadline, if, in the opinion of the HA Buyer, it is in the best interests of the HA to do so.
- 6.0 HOLD PRICES/NON-ESCALATION: By submitting a bid, each bidder thereby agrees to "hold" or not increase the proposed bid prices for the contract period if selected, with no escalation. Quantities listed in this Solicitation are for the purpose of determining best pricing per line item.
- 7.0 PURCHASE ORDER (PO): The HA will procure the applicable goods or services by issuance of a PO (which shall have the same meaning as a "contract"). PO's will be issued on an as-needed basis only. By submitting a bid, the successful bidder thereby agrees to confirm receipt of the PO in the manner directed by the HA.
- 8.0 AWARD CRITERIA: If an award is completed pursuant to this Solicitation, and unless otherwise instructed by the HA, award shall be made to the responsive and responsible bidder that submits the lowest cost (as detailed within 8.1 – 8.2 following). However, unless otherwise stated, the HA reserves the right to (in addition to the Reservation of Rights Notice, Section 3.0 of this document):
  - 8.1 To make award to the same bidder (aggregate) for all items; or,
  - 8.2 To make award to multiple bidders for the same or different items.
- 9.0 INVALID OR ALTERNATE BIDS: Failure to complete and submit all required information, or to add any additional requirements not acceptable to the HA, may invalidate the bid submitted. Furthermore, the HA shall reserve the right to reject, without consideration, alternate bids, meaning those that do not meet the requirements of this Solicitation. PLEASE NOTE: An allowed "or equal" bid does not constitute an "alternate" bid—"or equal" means that the proposed "equal" item is substantially "equal" to the item specified by the HA.
- 10.0 BID COSTS: There shall be no obligation for the HA to compensate any bidder or prospective bidder for any costs that he/she may incur in responding to this Solicitation.
- 11.0 SHIPPING COSTS: Each bid sum submitted shall include delivery of the items to the specified HA site or location, as specified within the Solicitation or on the PO issued.
- 12.0 ASSIGNMENT OF PERSONNEL: The HA shall retain the right to demand and receive a change in personnel assigned by the successful bidder to provide services to the HA if the HA believes that such change is in the best interest of the HA and the completion of the work or provision of the items.
- 13.0 UNAUTHORIZED SUB-CONTRACTING PROHIBITED: The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this Solicitation (including, but not limited to, selling or transferring the ensuing PO or contract) without the prior written consent of the HA Buyer. Any purported assignment of interest or delegation of duty, without the prior written consent of the HA Buyer shall be void and may result in the cancellation of the PO or contract with the HA.
- 14.0 LICENSING AND INSURANCE REQUIREMENTS: By submitting a bid the successful bidder thereby certifies that he/she possess and will, upon request by the HA, present to the HA, proof and/certification of the following:
  - 14.1 Local business license issued by [NAME OF APPLICABLE CITY OR COUNTY] (does not apply to bidders who ship goods in from out-of-town);
  - 14.2 If applicable, a copy of the bidder's license issued by the State of [NAME THE STATE] licensing authority allowing the bidder to provide the services or products as detailed herein (does not apply to bidders who ship goods in from out-of-state).
  - 14.3 OHA Insurance Requirements - insurance coverage (naming the HA as an additional insured, along with the applicable endorsement), automobile insurance coverage, in amounts designated by the HA, which will be included in the Purchase Order if selected and may be provided if requested.

# 2016 SMOG INSPECTIONS, TESTING, and REPAIR SERVICES QUALIFIED LIST

## Quote #16-016

Please provide a quote for smog testing and repairs to the Oakland Housing Authority by 10:00 AM November 1, 2016, using the attached **Exhibit A** cost sheet.

### Scope of Services:

The Oakland Housing Authority (Authority) is a public agency with a fleet of over 150 vehicles. The Authority is seeking to develop a list of qualified providers to provide smog inspections, testing, and repair services for 36 vehicles, listed on attached Exhibit B, which include:

- 1) ¾ ton vans (2500 Savana)
- 2) Pickups (Ranger, F250, C3500 Sierra)
- 3) Sedans (Escort, Crown Victoria, Lumina)
- 4) Passenger van (XLT Club)
- 5) Sport Utility Vehicles (Escape, Tahoe)

The goal is to have the vehicles tested by **11/28/2016**. Please note that the Authority allows each department to select the smog inspection site based on its work schedule and convenience, so not all of the vehicles on the list will be tested at your station. The Authority guarantees no minimum or maximum amount of business.

**Minimum Qualifications:** The test center must be State of California Test and Repair licensed. The test center's smog technicians must be State of California licensed.

Inspection results will be electronically sent to the State Bureau of Automotive Repairs (BAR) with the Authority's Government Fleet Number.

A Vehicle Inspection Report (VIR) must be provided to the Authority.

**No smog certificate is required, and no certificate fee should be charged.**

The Authority may require test center to pick up and return vehicles to the Authority work site. All worksites are within Oakland (see address list on Exhibit A).

If the vehicle fails the test the test center must inform the Authority of the cost to repair the vehicle (parts and labor) so that it passes the test. The Authority will either approve or deny repair.

Selected vendors must provide a Certificate of Insurance that complies with the Authority's insurance requirements **Exhibit C**, before any work can be authorized.

The deadline for quotes is **10:00 AM, November 1, 2016**. Quotations received after 10:00 AM will not be considered.

Quotations may be sent by Email, faxed, or hand delivered. No deliveries by US Mail.

Quotation Delivery information:

Email: [lmorgan@oakha.org](mailto:lmorgan@oakha.org)

Fax: 510-587-2124

Address: 1801 Harrison St., Oakland, CA. 94612

**If you have any questions, please contact Loren Morgan at 510-587-2172.** The testing is scheduled to begin in November 2016.

**QUOTE #16-016**  
**OAKLAND HOUSING AUTHORITY**  
**2016 SMOG INSPECTIONS, TESTING, AND REPAIR SERVICES QUALIFIED LIST**  
**EXHIBIT A**  
**FEE SCHEDULE**

<b>YEAR</b>	<b>SMOG CHECK FEE</b>	<b>RE-TEST FEE</b>	<b>LABOR RATE PER HOUR FOR SMOG REPAIRS</b>	<b>VEHICLE PICK-UP AND DELIVERY FEE</b>
<b>1999 and earlier</b>	\$	\$	\$	\$
<b>All other years</b>	\$	\$	\$	\$

**OHA Office Locations:**

1619 Harrison St.  
 1180 25<sup>th</sup> Avenue @ East 12<sup>th</sup> St.  
 1327 65<sup>th</sup> Avenue  
 935 Union St.

The responses to this quote will be evaluated off the Smog Check Fee, the Labor Rate per Hour, and the Pick-Up/Delivery Fee.

**Minimum Qualifications:**

**Test and Repair License #:** \_\_\_\_\_

**Test and Repair License Expiration date:** \_\_\_\_\_

**Smog Technician Name and License:** \_\_\_\_\_

**Smog Technician Name and License:** \_\_\_\_\_

The undersigned having examined the Scope of Work and being familiar with all of the conditions surrounding services of the proposed project, hereby proposes to furnish all labor, material, and supplies to perform all work required, in strict accordance with Authority specifications and contract requirements.

The undersigned also certifies that the information provided herein is true and sufficiently complete so as not to be misleading. Upon request, the undersigned shall provide documentation to verify that the firm meets the required qualifications and/or provide contact information for clients or other individuals (in addition to those listed above) who can provide such verification.

**Firm Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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

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

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**EXHIBIT B**

**Vehicle Breakdown by Year**

<b>1994 Count</b>	<b>2</b>
<b>1995 Count</b>	<b>3</b>
<b>1997 Count</b>	<b>1</b>
<b>1998 Count</b>	<b>2</b>
<b>1999 Count</b>	<b>5</b>
<b>2000 Count</b>	<b>6</b>
<b>2002 Count</b>	<b>2</b>
<b>2003 Count</b>	<b>2</b>
<b>2004 Count</b>	<b>1</b>
<b>2005 Count</b>	<b>1</b>
<b>2006 Count</b>	<b>7</b>
<b>2009 Count</b>	<b>4</b>

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**Total Vehicle Count**      **36**

**Vehicle Breakdown by Model**

<b>Chevrolet Tahoe Count</b>	<b>1</b>	<b>Tahoe</b>	<b>2009</b>
<b>Ford Crown Victoria Count</b>	<b>4</b>	<b>Crown Victoria</b>	<b>1994</b>
<b>Ford Crown Victoria</b>		<b>Crown Victoria</b>	<b>2006</b>
<b>Ford Crown Victoria</b>		<b>Crown Victoria</b>	<b>2009</b>
<b>Ford Crown Victoria</b>		<b>Crown Victoria</b>	<b>2009</b>
<b>Ford E-250</b>		<b>E-250</b>	<b>2002</b>
<b>Ford E-250</b>		<b>E-250</b>	<b>1999</b>
<b>Ford E-250</b>		<b>E-250</b>	<b>2000</b>
<b>Ford E-250</b>		<b>E-250</b>	<b>2000</b>
<b>Ford E-250</b>		<b>E-250</b>	<b>2000</b>
<b>Ford E-250</b>		<b>E-250</b>	<b>2006</b>
<b>Ford E-250</b>		<b>E-250</b>	<b>2006</b>
<b>Ford E-250</b>		<b>E-250</b>	<b>2006</b>
<b>Ford E-250</b>		<b>E-250</b>	<b>2006</b>
<b>Ford E-250</b>		<b>E-250</b>	<b>2006</b>
<b>Ford E-250</b>		<b>E-250</b>	<b>1997</b>
<b>Ford E-250</b>		<b>E-250</b>	<b>2000</b>
<b>Ford E-250</b>		<b>E-250</b>	<b>2000</b>
<b>E-250 Count</b>	<b>13</b>		

<b>Ford</b>	<b>Escape</b>	<b>2009</b>
<b>Escape Count</b>	<b>1</b>	
<b>Ford</b>	<b>Escort</b>	<b>1998</b>
<b>Ford</b>	<b>Escort</b>	<b>1999</b>
<b>Escort Count</b>	<b>2</b>	
<b>Ford</b>	<b>F-250</b>	<b>1999</b>
<b>Ford</b>	<b>F-250</b>	<b>1994</b>
<b>Ford</b>	<b>F-250</b>	<b>1995</b>
<b>Ford</b>	<b>F-250</b>	<b>2002</b>
<b>Ford</b>	<b>F-250</b>	<b>2004</b>
<b>Ford</b>	<b>F-250</b>	<b>2005</b>
<b>Ford</b>	<b>F-250</b>	<b>2006</b>
<b>F-250 Count</b>	<b>7</b>	
<b>Ford</b>	<b>Ranger</b>	<b>2000</b>
<b>Ranger Count</b>	<b>1</b>	
<b>Ford</b>	<b>XLT(club wagon</b>	<b>1995</b>
<b>XLT(club wagon Count</b>	<b>1</b>	
<b>GM</b>	<b>3500</b>	<b>1998</b>
<b>3500 Count</b>	<b>1</b>	
<b>GM</b>	<b>Cargo Truck</b>	<b>1999</b>
<b>Cargo Truck Count</b>	<b>1</b>	
<b>GM</b>	<b>Lumina</b>	<b>1999</b>
<b>Lumina Count</b>	<b>1</b>	
<b>GMC</b>	<b>2500 Savana</b>	<b>2003</b>
<b>GMC</b>	<b>2500 Savana</b>	<b>2003</b>
<b>2500 Savana Count</b>	<b>2</b>	
<b>GMC</b>	<b>C-2500 Sierra</b>	<b>1995</b>
<b>C-2500 Sierra Count</b>	<b>1</b>	

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**Total vehicle Count                      36**

Unit No. Veh	Unit	Vehicle No.	License No.	Serial No.	Type	Make	Model	Year
1	Police	9348	E381016	2FALP71W4RX179314	Sedan	Ford	Crown Victoria	1994
2	CID (annex)	9394	E339173	2FTEF25H5RCA74244	Pick Up	Ford	F-250	1994
3	CID	9402	E050151	1FTFE2425VHB83522	Van (cargo)	Ford	E-250	1997
4	Asset Mgm / 1619 EBMGMT	9431	E991359	2FTHF25G6SCA15438	Pick Up	Ford	F-250	1995
5	OPO NORTH 14	9444	1029644	1FTPE2422XHB39940	Van	Ford	E-250	1999
6	Pool 1619 Harrison	9460	1044557	1FAFP10P6WW154264	Sedan	Ford	Escort	1998
7	OPO WEST 13	9466	1048067	1FTNE2422YHA49910	Cargo Van	Ford	E-250	2000
8	CID	9469	1034174	1FTNE2426YHA49912	Van (cargo)	Ford	E-250	2000
9	CID	9472	1071627	1FTNE2422YHB84868	Van (cargo)	Ford	E-250	2000
10	CID	9473	1071634	1FTNE2429YHB84866	Van	Ford	E-250	2000
11	OPO EAST 4	9475	1071636	1FTNE2420YHB84870	Van	Ford	E-250	2000
12	CID	9479	1066554	1FTYR10C2YTB09434	Pick up Mini	Ford	Ranger	2000
13	Dev	9484	1054234	2G1WL52MXX9191546	Sedan	GM	Lumina	1999
14	PM-RESSSV	9486	1054239	1FBHE31H1SHC04678	van?DMV says Station Wagon	Ford	XLT(club wagon)	1995
15	PH_PV	9490	1068874	1FTRF27L5XKA78614	Pick Up	Ford	F-250	1999
16	CID	9491	1068879	1GCEC34R6WE180418	Pick Up - 1 Ton	GM	3500	1998
17	IT	9494	1068881	1FAFP10P5XW273960	Sedan	Ford	Escort	1999
18	CID	9495	1068882	1GTGC24K7SE547656	Pick Up	GMC	C-2500 Sierra	1995
19	CID	9497	1061725	1FTNE24242HA07536	Van	Ford	E-250	2002
20	OPO San Antonio 12	9498	1061724	1FTNE24202HA07534	Van	Ford	F-250	2002
21	CID_VAC	9517	1095238	1GBJG31ROX1092928	Pick up	GM	Cargo Truck	1999
22	CID	9520	1107999	1GTGG25U631146774	Van	GMC	2500 Savana	2003
23	CID	9522	1107997	1GTGG25U531159838	Van	GMC	2500 Savana	2003
24	OPO WEST 13	9527	1184840	1FTNF20L64EC79568	Pick Up 3/4 Ton	Ford	F-250	2004
25	CID_GENL	9529	1201458	1FTNF205X5EC88650	Pick up 3/4 Ton	Ford	F-250	2005
26	OPO EAST 10	9531	1201474	1FTNE24W56HA37122	3/4 Ton Van	Ford	E-250	2006
27	OPO EAST 10	9533	1201477	1FTNE24W16HA37120	3/4 Ton Van	Ford	E-250	2006
28	CID_VAC	9535	1201488	1FTNS24W96HA43238	Van 3/4 Ton	Ford	E-250	2006
29	OPO EAST 4	9536	1218035	1FTNE24WX6HA68494	3/4 Ton Van	Ford	E-250	2006
30	OPO Fruitvale 11	9539	1218056	1FTNE24WX6HB01042	3/4 Ton Van	Ford	E-250	2006
31	OPO NORTH 14	9543	1323495	1FTNF20546EC68072	Pick Up Truck	Ford	F-250	2006
32	Police	9547	1232824	2FAHP71W06X135652	Sedan	Ford	Crown Victoria	2006
33	Police	9553	1319250	2FAHP71V99X103228	Sedan	Ford	Crown Victoria	2009
34	Police	9554	1319344	2FAHP71V99X136990	Sedan	Ford	Crown Victoria	2009
35	Police	9555	1358817	1FMC702739KD10314	SUV	Ford	Escape	2009
36	Police	9557	1317035	1GNEC03009R257152	Truck (SUV)	Chevrolet	Tahoe	2009



### **INSURANCE REQUIREMENT FOR CONSULTANTS/CONTRACTORS**

insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant/Contractor, its agents, representatives, or employees.

#### ***Minimum Scope of Insurance***

Coverage shall be as least as board as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.
5. Fidelity Bond appropriate to the on/off site personnel - coverage is to be endorsed to include indemnification from misconduct and dishonesty of contractor's/consultant's personnel.

#### ***Minimum Limits of Insurance***

Consultant/Contractor shall maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.  
(Including operations, products and completed operations, as applicable.)
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability: **\$1,000,000** per accident for bodily injury and property damage.

4. Builders Risk Insurance:                   **\$1,000,000** per occurrence for direct physical property damage.

***Deductible and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees and volunteers; or the Consultant/Contractor shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

***Other Insurance Provisions***

The commercial general liability is to contain, or be endorsed to contain, the following provisions.

1. The Authority, its commissioners, members, officers, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor.
2. For any claims related to this project, the Consultant's/Contractor's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Authority, its commissioners, members, officers, agents, employees or volunteers shall be excess of the Consultant's/Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after (30) days' prior written notice by certified mail, returned receipt requested, has been given to the Authority.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, its commissioners, members, officers, agents, employees and volunteers.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VI, unless otherwise acceptable to the Authority.

***Verification of Coverage***

Consultant/Contractor shall furnish the Authority with certificates of insurance and with original endorsements evidencing coverage required by this clause. All certificates and

# SUBCONTRACTORS LIST

**(PAGE 1 OF 2)**

The Authority requires all bidders to identify all subcontractors\* proposed as part of this bid. Failure to provide all the information herewith requested may result in rejection of the bid.

Subcontractor	Classification	Amount	Location	Ownership (check)		
				MBE	WBE	SBE
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						

*(Attach additional page if necessary.)*

MBE - Minority Business Enterprise  
WBE - Woman Business Enterprise  
SBE - Small Business Enterprise

*\*List Sub-Contractors for work in excess of ½ of 1 percent of Bidders total bid [Reference: California Public Contract Code Section 4104(a)(1)].*

# **SUBCONTRACTORS LIST**

**(PAGE 2 OF 2)**

The Authority requires all bidders to identify all work that is **not** to be performed by a listed subcontractor and identifies who will perform the work, including the estimated cost for completing the specified work. Failure to provide all the information herewith requested may result in rejection of the bid.

Classification/Type of Work	Amount
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

Date \_\_\_\_\_

Name of Bidder \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Federal I.D. Number \_\_\_\_\_

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

**Representations, Certifications,  
and Other Statements of Bidders**  
**Public and Indian Housing Programs**

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

#### (b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

#### (a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,  
(b) Impair the bidder's objectivity in performing the contract work.
- In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b)  is,  is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c)  is,  is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a)  is,  is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b)  is,  is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants 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, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

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

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



