



OAKLAND HOUSING AUTHORITY (OHA)
Contract Compliance & General Services
1619 Harrison Street, Oakland CA 94612
510-587-2166 / 510-587-2124 Fax

Quote # 22-040

DATE: 11/21/2022

Type of Purchase:

ATTENTION TO: All Potential Bidders

- Non-Construction
- Construction/Maintenance
- Materials Only

FROM:
Hannah Friend

PHONE/EMAIL: Email: hfriend@Oakha.org

Quote#: Quote # 22-040

PROJECT NAME: Investigative Services

INSTRUCTIONS:

Please review the documents, which are listed in the order of the bid package.

1. Scope of Work
2. Quote Form
3. Terms and Conditions
4. Insurance Requirements for Contractors
5. HUD 5369-A (HUD Representations, Certifications and Other Statements of Bidders)
6. HUD Table 5.1
7. Profile and Certification Form

To bid, please email or submit your quote and the following documents to the above contact staff:
(If you do not have scanning capabilities, you may enter your name in the "Signed By" box below and email the completed form.)

1. Quote Form
2. HUD 5369-A (HUD Representations, Certifications and Other Statements of Bidders)
3. Profile and Certification Form

QUESTIONS DUE: November 28, 2022

QUESTIONS ANSWERED: November 30, 2022

DEADLINE: December 7, 2022

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 W-9; and
- Other required forms as applicable.



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Description of Services

The Oakland Housing Authority Police Department is currently seeking Background Investigative Firms to conduct POST certified police background investigations for police officer recruits and police officer laterals for hire.

Specifications:

1. CA POST Certification for conducting background investigations for hiring of public safety personnel.
2. Possess current Private Investigator's License certified by the California Bureau of Security and Investigative Services.
3. Possess current Business License and Automobile Insurance.
4. Maintain Certificate of Liability Insurance.
5. Completed Background Investigation Report. The investigation narrative delves into areas such as the candidate's Driving History, Criminal Record Check, Credit History, Education Verification, Military History, Relationships, Employment History, Family Members/ Personal References and Residence History. The completed investigative report is accompanied by the relevant supporting documentation.
6. All P.O.S.T. Background Investigations for Police Officers and non-sworn Public Safety applicants are based on ten POST Background Investigative Dimensions. Each dimension is assessed as part of the investigation. The investigative dimensions include: Integrity, Impulse Control/Attention to Safety, Substance Abuse and Other Risk-Taking Behavior, Stress Tolerance, Confronting and Overcoming Problems, Obstacles, and other Adversity, Conscientiousness, Interpersonal Skills, Decision Making and Judgment, Learning Ability and Communication Skills.
7. Personal contact and in person interviews of all parties deemed to be significant. These parties include but are not limited to family, close personal friends, co-workers, employers, past and present.
8. Initial interview with each candidate at the start of the background process. Provide agency with an initial assessment should any concerns arise. Agency notification and approval needed prior to any travel outside the Bay Area.
9. Expectation: Backgrounds to be completed within one month of assignment.
10. Outline of Fees and Categories provided to agency.
11. Thorough, objective background investigation report and required documents provided and organized in current POST Background Investigation File tabs.

12. References relating to Public Safety Background Investigations from Bay Area Law Enforcement Agencies required.



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QUOTE FORM

PLEASE SUBMIT YOUR QUOTE FORM TO THE ASSIGNED CCGS STAFF FOR THIS QUOTE VIA EMAIL

ATTENTION TO:	Hannah Friend
Quote #:	22-040 Investigative Services
Due Date:	12/07/2022

The Bidder is responsible for supplying all labor, equipment and materials to perform the services as identified in the scope of work. Bidder pricing as detailed below, shall be firm through the entire term of the awarded contract.

If your firm has any additional fees, including travel and additional personnel, which OHA will be charged for the services outlined within the Scope of Work, please outline all cost in a separate document, labeled "Additional Fees". The "Additional Fees" documents should be submitted with Quote Form. The fees outlined in the "Additional Fees" document will be used for informational purposes only.

A. Cost Per Investigation	B. Estimated Hours*	C. Hourly Rate	D. Total (Estimated Hours x Price per Hour x Cost Per Investigation)
\$ _____	100	\$ _____	\$ _____
Grand Total: \$ _____ (Add all totals in Column D)			
<i>The <u>grand total</u> will be used as an evaluating factor in the area of cost. Cost will be determined using the written grand total submitted below.</i>			
Written Grand Total : _____			

*Estimated hours are set at 100 for calculation purposes only.

The undersigned having examined the specifications, and being familiar with all conditions surrounding the goods and services of the proposed project; hereby proposes to perform all work required, in strict accordance with the Oakland Housing Authority's specifications and contract requirements, within the time specified for rates listed above:

 Print name

 Title

 Signature

 Date



TERMS & CONDITIONS – REQUEST FOR QUOTES (For Construction & Non-Construction)

(Forms and documents referenced may also be downloaded from OHA website at www.oakha.org/ Select Procurement)

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 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, *form HUD-5370-EZ (1/2014), General Contract Conditions for Small Construction/Development Contracts*, which will be included in the Purchase Order if selected and may be provided if requested. For non-construction, 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 For non-construction related work, 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. If quantities are listed, they 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. For non-construction, 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.



Oakland Housing Authority

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the Contract 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 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 contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

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. Errors and Omissions Liability: **\$1,000,000** per occurrence.

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 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 and automobile liability policies are 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 Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
2. For any claims related to this project, the 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 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.

Workers' Compensation and Employers Liability Coverage. Insurer shall agree to waive all rights of subrogation against the Authority and its respective commissioners, members, officers, agents and employees for losses arising from work performed by Contractor or for the Authority.

Claims Made Coverage. If General Liability and/or Errors and Omissions coverage are written on a claims-made form:

1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
4. A Copy of the claims reporting requirements must be submitted to the Authority for review.

Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

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. Exception may be made for the State Compensation Insurance Fund when not specially rated.

Verification of Coverage

Contractor shall furnish the Authority with certificates of insurance and with original endorsements evidencing coverage required by this clause. All certificates and endorsements are to be received and approved by the Authority before work commences. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Note: The General Contractor's Commercial General Liability insurance should not include CG 2294 or CG 2295 as these endorsements will eliminate the General Contractor's insurance coverage for its work where the damaged work or the work out of which the damage arises was performed by a sub-contractor.

Notwithstanding this provision, Contractor shall indemnify the OHA for any claims resulting from the performance or non-performance of the Contractor's sub-contractors and/or their failure to be properly insured.

CHAPTER 5. SMALL PURCHASE PROCEDURES

5.1 General (24 CFR 85.36(d)(1))

Small purchase procedures are a simplified method for acquiring supplies, materials, and services (including professional and construction) that do not exceed the PHA's small purchase threshold. These procedures are the simplest method of procurement and will be used for the vast majority of a PHA's purchases.

5.2 Small Purchase Dollar Limits

- A. PHAs shall establish a dollar threshold for individual small purchases in their Procurement Policy. The threshold may not exceed the Federal small purchase threshold (currently, \$100,000), or any lower dollar value set by the State or locality having jurisdiction over the PHA. In no case may the PHA adopt a State- or locally-approved threshold that exceeds \$100,000.
- B. PHAs may also establish a separate Micro Purchase threshold of up to \$2,000 per purchase.

5.3 Competition Requirements (24 CFR 85.36(c)(1))

- A. **Purchases Above the Micro Purchase Limit.** The PHA must solicit price quotes from an adequate number of qualified sources (generally defined as not less than three, except in the case of Micro Purchases, below). The PHA's Procurement Policy shall state any specific policy (e.g., requirement for three offers).
- B. **Micro Purchases.** PHAs may award Micro Purchases without soliciting competitive quotations if the Contracting Officer considers the price to be reasonable (e.g., based on recent research, experience, or purchases). To the extent practicable, PHAs shall distribute Micro Purchases equitably among qualified vendors.
- C. **Prohibition Against Bid Splitting.** The Contracting Officer shall not break down requirements aggregating more than the small purchase threshold (or the Micro Purchase threshold) into multiple purchases that are less than the applicable threshold (commonly called 'bid splitting' or "unbundling") merely to permit use of the small purchase procedures or avoid any requirements that apply to purchases that exceed those thresholds. However, larger requirements may be broken into smaller ones to afford small and minority businesses the opportunity to participate in the PHA's procurements. The Contracting Officer should document in the contract file the reasons for breaking down larger requirements into smaller ones.

5.4 Method of Solicitation

Quotations for small purchases may be obtained in writing (hard copy or email), orally, by fax, via catalogs, by letter, through electronic means, e.g., the Internet, through paid advertisement, or by displaying the solicitation in a public place. The method should be

appropriate to the purchase (e.g., obtaining price quotes by phone for a commercially available supply item). PHAs may establish in their Procurement Policies dollar thresholds or other requirements for the use of written and oral solicitations. Written solicitations are used when it is necessary to provide vendors with detailed information that cannot be conveyed orally (e.g., by phone), or with detailed quotation evaluation information. The Contracting Officer should determine the best method, given the situation.

5.5 Quotation Evaluation (24 CFR 85.36(f))

- A. **Price Reasonableness.** Before making an award, the Contracting Officer must determine that the proposed price is fair and reasonable. For most small purchases, price analysis is sufficient to make that determination. In cases where the PHA purchases services or items of a non-commercial nature (e.g., a special training course designed for the PHA's employees), submission of cost details and a cost analysis may be needed (see Chapter 10, section 10.3).
1. **Micro-Purchases.** Price analysis normally consists of comparing the quoted price to prices recently paid for the same or similar items, price lists, or catalog prices. The signature of the Contracting Officer on the Purchase Order or contract signifies the Contracting Officer's determination that the price is reasonable, based on prior purchases of a similar nature or other sources of information.
 2. **Other Small Purchases above the Micro Purchase Level.** Generally, price analysis will consist of a comparison of quotations to each other and to other sources of pricing information (e.g., past prices paid, catalog prices, etc.). If only one response is received, the Contracting Officer should include a statement of reasonableness in the contract file. This statement may be based on market research, comparison of the proposed price with prices found reasonable on previous purchases, current price lists, catalogs, or advertisements, a comparison with similar items in a related industry, the Contracting Officer's personal knowledge at the time of purchase, comparison to the ICE, or any other reasonable basis. Only in rare cases would the Contracting Officer conduct a cost analysis (a non-commercial type purchase unique to the PHA's needs, such as a training course for PHA accounting personnel).
- B. **Other Factors.** If using "price and other factors" to determine award, the Contracting Officer has broad discretion in fashioning suitable evaluation procedures. In these situations, the Contracting Officer should ensure that quotations can be evaluated in an efficient and minimally burdensome fashion. Competitive proposal type procedures (e.g., formal evaluations, determining competitive ranges, conducting detailed negotiations, or requesting best and final offers) should not be used for small purchases. Contracting Officers may use information such as their knowledge of, and previous experience, with the supply or service being purchased, the vendor's past performance for the PHA, or customer surveys to evaluate the quotation.

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C. **Evaluating Contractor Responsibility.** PHAs must make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. For small purchases, where payment is generally made only after full delivery/completion of the job, the Contracting Officer has broad latitude in evaluating contractor responsibility, including the Contractor's personal knowledge of, or past experience with, the vendor. The signature of the Contracting Officer on the Purchase Order or contract signifies the Contracting Officer's determination of responsibility is satisfactory.

D. **Documentation (24 CFR 85.36(b)(9))**

1. **Purchases Above the Micro Purchase Threshold.** Documentation should be kept to a minimum. PHAs should retain information supporting their purchases (paper or electronic) to the minimum extent and duration needed for management review purposes (tracking purchasing activity, etc.). The following illustrate the extent to which quotation information should be recorded:

a. Oral solicitations. The contracting office should establish and maintain records of oral price quotations sufficient to reflect clearly the propriety of placing the orders at the price paid with the particular vendor. In most cases, this effort will consist merely of showing the names of the vendors contacted and the prices and other terms and conditions quoted by each.

b. Written solicitations. Limit written records of solicitations or offers to notes or abstracts that show prices, delivery, references to printed price lists used, the vendors contacted, and any other pertinent information.

c. Special situations. Include additional statements—

i. Explaining the absence of competition if only one source is solicited; or

ii. Supporting the award decision if other than price-related factors were considered in selecting the vendor.

3. **Micro Purchases.** If competitive quotations are solicited and award is made to other than the low quote, documentation to support the purchase may be limited to identification of the solicited vendors and a brief explanation for the award decision.

5.6 Petty Cash Purchases

A. **General.** Petty cash funds are to be used for very small, one time purchases. If utilized, petty cash funds should be established in the PHA's Procurement Policy and should be sufficient to cover very small purchases over a reasonable period (for instance, one month).

B. **Petty Cash Policy.** A Petty Cash Policy must (1) be in compliance with **24 CFR 85.36**, including the small purchase method, (2) establish the overall amount of the fund, (3) establish the maximum amount for each purchase, and (4) either establish

the appointment of one or more individuals as Petty Cash Administrators or the procedures for appointing such individuals.

5.7 Purchasing Cards

- A. **General.** Purchasing cards (including debit or credit cards) are a payment method and not necessarily a method of procurement, as defined in this handbook. Purchasing cards can be helpful in reducing transaction costs. Purchasing card usage, however, should follow the rules for all other small purchases. For example, the Contracting Officer may use a purchasing card for Micro Purchases without obtaining additional quotes provided the price is considered reasonable. However, for amounts above the Micro Purchase level, the Contracting Officer would generally need to have obtained a reasonable number of quotes before purchasing via a purchasing card.
- B. **Card Management/Internal Controls.** When using purchasing cards, PHAs should adopt reasonable safeguards and procedures to assure that they are used only for intended purposes (for instance, limiting the types of purchases or the amount of purchases that are permitted with credit cards). PHAs should also make sure that they have guidelines for selecting merchants/vendors, tracking purchases, and card payment/settlement procedures.

5.8 Bonding Requirements

There are no requirements for bid, payment, or performance bonds for small purchases.

5.9 Purchase Orders

- A. **General.** Most purchases under the small purchase method will be done via a Purchase Order sent or given to the contractor to initiate delivery of the item(s) or performance of the service(s). The issuance of a Purchase Order by the PHA and its acceptance by the contractor (either through performance or signature on the purchase order) constitute a contract. It is crucial, therefore, that the Purchase Order clearly specify the item(s) or service(s) being purchased and the terms and conditions of the purchase.
- B. **Form.** Purchase Orders are usually issued on a standard PHA form. While HUD does not prescribe any specific form, the Purchase Order will generally contain information regarding scope of work/service to be provided, price, delivery, method of payment, inspection, and acceptance. However, additional terms and conditions may be added depending on the nature and complexity of the work requested. Mandatory provisions are listed below in paragraph 5.10. PHAs should make sure that they include all necessary contract clauses in their Purchase Orders or in their Request for Quotes, providing the latter are referenced, and made part of, the Purchase Order.

5.10 Standardized Forms/Mandatory Contract Clauses

- A. **General.** Except in the case of bid specifications and contracts for construction or maintenance work in excess of \$2,000 (see paragraphs B and C, below), small purchases, including purchase orders, are subject only to the mandatory clauses contained in Table 5.1.

PHAs may be further bound by certain State or local requirements (See Chapter 13). Other than these Federal, State or locally-mandated provisions, PHAs should include language with any small purchase that is necessary and appropriate, consistent with good business practice.

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In addition to Table 5.1, HUD has developed forms which contain the contract clauses required for small purchases related to construction and maintenance work. The use of the Table and these forms are described in the paragraphs below.

- B. Mandatory Requirements for Construction Contracts greater than \$2,000 but not more than \$100,000.** PHAs must incorporate the clauses contained in form HUD-5370-EZ, General Conditions for Small Construction/Development Contracts, and the applicable Davis-Bacon wage decision. Form HUD-5370-EZ has been designed for small construction jobs. PHAs may use form HUD-5370 in lieu of the HUD-5370-EZ if the former is more appropriate given the nature of the work.
- C. Mandatory Requirements for Maintenance Contracts (including nonroutine maintenance work) greater than \$2,000 but not more than \$100,000.** PHAs must incorporate the clauses contained in Table 5.1; Section II of form HUD-5370-C, General Conditions for Non-Construction Contracts, and the applicable HUD wage decision.
- D. Acceptable Methods of Incorporation.** PHAs may utilize any one or any combination of the following methods to incorporate mandatory clauses and applicable wage decisions into bid specifications and contracts. PHAs may:
1. Attach the Table 5.1, HUD form(s), and/or wage decisions, as printed;
 2. Incorporate the clauses/text of the applicable HUD form and wage decision into other documents (e.g., into the PHA's own forms) that are bound/attached to the contract (and bid specifications, if applicable) or incorporated by reference (see paragraph 3, below).
 3. Incorporate the clauses or HUD forms and/or any applicable Davis-Bacon or HUD wage decision by reference. The reference must be specific as to the exact clauses or form(s) that are incorporated, and where the clauses or forms(s) may be accessed or obtained (e.g., HUDClips, PHA web site). A Davis-Bacon wage decision may be incorporated by reference to www.wdol.gov and to the specific number, modification number, and date of the wage decision. HUD maintenance wage decisions are not available at HUD's web site; however, a PHA may post any applicable HUD wage decision to its own web site and reference that site. PHAs must provide hard-copies of any referenced clauses, forms, and/or wage decisions on request.

TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i)** and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Examination and Retention of Contractor's Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

Energy Efficiency. The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

5.11 Use of Indefinite-Delivery Contracts

PHAs may avoid making repetitive small purchases by awarding indefinite-delivery contracts, sometimes referred to as “blanket” or “open-end” contracts. Indefinite-delivery contracts are used when the PHA has a recurring need (e.g., cleaning supplies), but needs to order supplies and services and have them delivered as needed within a specific time period (e.g., one year). The contract specifies what the PHA may buy and establishes the prices. The PHA then orders the supplies or services from the contractor as needed. This type of contract avoids the administrative cost of making numerous separate purchases (see Chapter 10, paragraph 10.1.C.3 for guidance on the use of these contracts).

5.12 Negotiations

Small purchases procedures are not sealed bidding. Therefore, Contracting Officers may, and are encouraged to, negotiate price and other terms of purchases (see Chapter 7 for more information on negotiations), when appropriate. PHAs may not alter or negotiate changes to mandatory contract clauses (see section 5.10).

5.13 Rejection and Notification of Unsuccessful Offerors

In the handling of offers that are not accepted, PHAs are encouraged to follow good business practices. For example, for many small purchases, and particularly Micro Purchases, vendors typically understand that if they are not notified fairly quickly of an award, they did not win the quote and a rejection letter is not necessary. PHAs should determine when such formality is appropriate.

5.14 Appeals

The PHA’s procurement policy should indicate the type of appeal processes to be used for small purchases. PHAs are encouraged to adopt informal appeal procedures for these types of purchases.

5.15 Receiving Goods/Services and Approving Payments

PHAs should establish systems for ensuring that the items required by contract are received in accordance with contract terms. Payments should also be processed promptly to allow for prompt payment discounts, where applicable, and to otherwise maintain good relations with contractors.

**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)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] 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)

PROFILE AND CERTIFICATION FORM (Page 1 of 2)

(1) Prime ____ Sub-contractor ____ (This form must be completed by and for each).

(2) Name of Firm: _____ Telephone: _____ Fax: _____

(3) Street Address, City, State, Zip: _____

(4) Primary Contact for this Project: _____ Email Address: _____

(5) Identify Principals/Partners in Firm (Attach **professional resumes** for each):

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please attach **professional resumes** for each. (Do not duplicate any resumes required above):

NAME	TITLE

(7) Bidder Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Caucasian American (Male) _____%
 Public-Held Corporation _____%
 Government Agency _____%
 Non-Profit Organization _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

Resident-Owned* _____%
 African American _____%
 **Native American _____%
 Hispanic American _____%
 Asian/Pacific American _____%
 Hasidic Jew _____%
 Asian/Indian American _____%

Woman-Owned (MBE) _____%
 Woman-Owned (Caucasian) _____%
 Disabled Veteran _____%
 Small Business _____%
 Other (Specify): _____%

If applicable, WMBE Certification Number: _____
 Certified by (Agency): _____

(8) Federal Tax ID No.: _____

(9) Business Name as Listed on the California Secretary of State Website: _____

(10) California Secretary of State Entity Number: _____

(11) [APPROPRIATE JURISDICTION] Business License No.: _____

(12) State of _____ License Type and No.: _____

* The undersigned party submitting this bid hereby certifies that the firm can meet and comply with OHA's "Section 3 Requirements" attached hereto. (**See 'Section 3 Requirements Form and Action Plan'**)

PROFILE AND CERTIFICATION FORM (Page 2 of 2)

- (11) Insurance Certification: The undersigned party submitting this bid hereby certifies that the firm can meet and comply with OHA's "Insurance Requirements" attached hereto. (See 'OHA Insurance Requirements' attached) Copies of insurance certificates may be submitted with the proposal or the information completed below. The insurance policies must name OHA as an additional insured and maintained throughout the term of the contract. The firm(s) must provide OHA with Certificates of Insurance for the preceding coverage. The insurance policies must provide a 30-day notice of cancellation and be primary to any other insurance carried by OHA.

Worker's Compensation Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

General Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____

Professional Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____

- (12) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of _____, or any local government agency within or without the State of _____? Yes No
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

- (13) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes No
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

- (14) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity 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, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against the OHA or any person interested in the proposed contract; and that all statements in said bid are true.

- (15) Indemnification Certification: The undersigned party submitting this bid hereby certifies that the firm expressly agrees to indemnify, defend, hold harmless and indemnify the Authority, and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the performance of this Contract and any of Contractor's operations or activities related thereto, excluding the willful misconduct or the gross negligence of the person or entity seeking to be defended, indemnified or held harmless.

- (16) Section 3 and Labor Compliance: The undersigned party submitting this bid hereby certifies that the firm can meet and comply with OHA's "Section 3 Requirements" and Labor Compliance standards including submission of certified payrolls and paying employees the required prevailing wages. (Section 3 Information, Economic Opportunities Policy, and Labor Compliance standards may be found on our website at [www.oakha.org/ Business Opportunities/Section 3.](http://www.oakha.org/Business%20Opportunities/Section%203))

- (17) Labor Code Certification: The undersigned party submitting this bid hereby certifies that party submitting this bid hereby is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Agreement".

- (18) Verification Statement: The undersigned bidder hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

Signature

Date

Printed Name

Company