

**REQUEST FOR QUOTES**  
**Solicitation 18-440-QTE-0021**  
**Utility Allowance Study**



**REQUEST FOR QUOTE**

**Solicitation 18-440-QTE-0021**

**Utility Allowance Study**

**1815 EGBERT AVENUE**  
**SAN FRANCISCO, CA 94124**

*October 24, 2018*

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**INTRODUCTION:**

The Housing Authority of the City and County of San Francisco (Authority) is soliciting quotes (QTE) from experienced firms to conduct a Utility Allowance Study (Study) for its Housing Choice Voucher (HCV) Program and 2048 Low-Rent Public Housing (PH) units. Allowances will be based upon a reasonable consumption of an energy conservative family of modest circumstances to provide for the basic essentials needed for a living environment that is decent, safe and sanitary. Utility allowances for the HCV Program units will be determined using an engineering-based methodology. Normal patterns of consumption for the “community as a whole”, current local utility rates and charges, and will be developed in accordance with 24 CFR Part 982.517, HUD Guidebook 7420.10G, and all applicable federal, state and local laws and regulations and provided on the required Form HUD-52667. Utility allowances for the PH units will also be utilizing the engineering based methodology and will be made in accordance with 24 CFR Part 965, Subpart E, Tenant Allowances for Utilities.

Number of Utility Providers in the City and County of San Francisco:

Electricity	1
Natural Gas	1
Bottled Gas	N/A
Fuel Oil	N/A
Water	1
Sewer	1
Trash Collection	1

The Authority intends to select one firm to serve as its utility allowance consultant (Contractor) for the work based upon the responses to this QTE. Selection of a Contractor shall in no way commit the Authority to proceed with the any of the aforementioned transactions, but will allow opportunity for task orders to be assigned under the resulting contract. Under this agreement, the Authority shall issue written task orders for the Contractor to perform on an as-needed basis. The resulting contract is subject to the appropriation of funds available for services in each contract year.

**AGENCY INFORMATION:**

The San Francisco Board of Supervisors established the Authority in 1938. The Authority is the oldest housing authority in California and the 17th largest in the country. Since its inception, the Authority's Conventional Public Housing Department had grown to include over 40 developments located throughout San Francisco and currently has 10 developments after it converted the majority of its properties under the Rental Assistance Demonstration (RAD) process in 2015 and 2016.

In 1974, the HCV Program (formerly "Section 8") was introduced to the Authority. Over 11,000 individuals and families are being served through the HCV Programs. The Authority currently services over 28,000 individuals in the following programs:

11,926 Housing Choice Voucher and Moderate Rehabilitation Programs  
1,478 Low-Income Public Housing Units (including 608 HOPE VI ACC Units)

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**SCOPE OF SERVICES:**

- 1) Provide updated utility allowance calculations for the Authority's public housing properties that will conclude in the determination of utility allowances for each unit. Currently, 12 developments, 2048 units, provide Utility Allowances. At six developments residents pay electric and natural gas and at six developments residents only pay electric.
- 2) In addition, provide updated utility allowance calculations for HCVP units including apartments/walk-up and single family detached units. Both schedules must include 0-7 bedrooms.
- 3) Utility calculations and allowances will be made in accordance with 24 CFR part 965 and Part 982.
- 4) The study should use a U. S. Department of Housing and Urban Development (HUD) acceptable statistical model and methodology and utilize current local utility rates and charges. Necessary adjustments must be made for climatic conditions, unit vacancies, etc.
- 5) The timeframe for completing the above services will be 21 days from the date of contract execution/task(s) is assigned or September 30 of each contract year, whichever comes first.
- 6) Interested proposers must provide a written response to address the following:
  - a. Explain the methodology and plan of work to be used for the development of the utility allowance report and the calculation of utility allowances for both public housing units and HCVP units for both the initial year and for subsequent years.
  - b. Explain the amount of assistance required by the staff of the Authority in the preparation of the reports and allowances for both the initial year and subsequent years. This will include, but not limited to, staff time for site visits, provision of materials including, but not limited to, building plans, specifications, maps and contact with local utility providers.
  - c. Explain the company's experience in the review and calculation of utility allowances for public housing and HCVP units, and their familiarity and experience working with Public Housing Authorities and HUD regulations.
  - d. Provide a separate cost for the utility allowance report and allowances for public housing and HCVP units,
  - e. Include at least three names, addresses and telephone numbers of agencies for whom comparable work has been completed within the last three (3) years.
  - f. Provide a listing of the deliverables the Authority will receive.
  - g. Demonstration of an understanding of the required services of the Authority, meeting regularly recognized HUD policies, guidelines, and procedures governing the Administration of a HCV Program and Public Housing Agency.

**PRE-BID CONFERENCE:**

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No pre-bid conference is scheduled at this time.

**PRE-AWARD SURVEY:**

The Authority reserves the right to conduct a pre-award survey with the offeror, to determine if the offeror is a responsible party as described and required by Federal Law. This survey may include a visit to the offeror's facilities, and may include the examination of the following: the offeror's facilities; capacity to execute in accordance to the terms and conditions of the contract; on-hand equipment; current employee depth and capabilities; financial records and capabilities; any other area or aspect of the offeror's operations and capability that will assist the Authority in making a determination of responsibility.

**PERFORMANCE AND PAYMENT BOND:** (If applicable, required at \$25,000) – N/A

**Upon award of the contract**, the Contractor must provide and pay for an acceptance Performance and Payment Bond in the amount of **100%** of the contract price **or separate acceptable Performance and Payment Bonds each in the amount of 50% or more of the contract price.** The surety must be a guaranty or surety company which appears on the U. S. Treasury Circular No. 570 published annually in the Federal Register. Assistance in securing the Performance and Payment Bond is available through the Small Business Administration, which encourages Minority Business Enterprises. In lieu of a Performance and Payment Bond, the Contractor may provide the Authority with an irrevocable Standby Letter of Credit, in an amount equivalent or **25%** of the contract, from a financial institution acceptable to the Authority.

**PRE-CONSTRUCTION CONFERENCE:**

Not Required.

The Authority will notify the Awardee when and where the pre-construction conference will take place. **The awarded Contractor must attend this conference before entering the worksite or having materials delivered there.**

**CONTRACT DOCUMENTS:**

The Contractor's "Submittal" when accepted by the Authority together with all other required documents that are submitted, "Special Conditions", "Amendment(s) to Special Conditions" (if any), "General Conditions", "Amendment(s) to General Conditions" (if any), "Instructions to Offeror's" (if any), "Technical Specifications", and Drawings (if any), form the contract. In the event that any provision in one of the component parts of this contract conflicts with any provision of any other component part, the provision in the component part first enumerated herein shall govern except as otherwise specifically stated. The documents enumerated herein contain the entire contract agreement between the parties, and no representations, warranties, agreements, or promises (whether oral, written, expressed, or implied) by Authority or Offeror are a part of the contract unless expressly stated therein.

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**AWARD:**

Current Davis Bacon wage rates apply if required for this contract – N/A

The Authority will evaluate offer in response to this solicitation without discussions and will award a contract to the responsible Contractor whose offer, conforming to the conditions of the solicitation, will be most advantageous to the Authority, considering only price and the price-related factors specified elsewhere in the solicitation.

The Authority may reject any or all offer, and waive informalities or minor irregularities in offer received.

The Authority may reject an offer as non-responsive if the prices are materially unbalanced between line items or sub-line items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Authority even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

**SINGLE OR MULTIPLE AWARDS:**

The Authority intends to award one (1) contract, but reserves the right to award multiple contracts if doing so is in its best interest.

**SECTION 3 HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1701u):**

The Authority requires compliance with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, and its accompanying regulations in 24 CFR 135 (hereinafter called Section 3). Accordingly, the Contractor shall put forth its best efforts to fulfill the Section 3 component via the hourly hire program. However, if this is not possible, the Contractor may satisfy this goal via the Section 3 Scholarship Fund contribution option which ranges between 3% - 10% of billable services contingent upon the value of the contract.

**INSURANCE:**

Upon award of the contract, the Contractor shall furnish a Certificate of Insurance providing coverage for Commercial and/or Comprehensive General Liability, Comprehensive Automobile Liability (owned and not owned), Worker's Compensation Employers' Liability, and, if applicable, Professional Liability Insurance.

**INSURANCE REQUIREMENTS:**

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The Contractor will maintain in full force and effect during the full term of the Contract the insurance requirements listed below, and in a solvent company or companies that maintain a rating of "B+" or better and admitted to sell insurance in California through the Department of Insurance. This insurance must be under the usual terms employed by casualty companies in California, naming the Authority and its respective members, officers, agents and employees as additional insured. Such insurance shall protect such additional insured and indemnify them against direct or contingent loss or liability for bodily injury, death and and/or property damage arising in any manner from the Contractor's performance of the Contract with Authority, or the nature of the services provided, or any operations under or connected with the Contract with the Authority.

1. Worker's Compensation Employers' Liability with limits as required by State California (Currently **\$1,000,000** for each accident).
2. Comprehensive General Liability Insurance with limits not less than **\$2,000,000/\$1,000,000** per person occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, and Completed Operations coverage. If the Respondent firm has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion of the Contract.
3. Comprehensive Automobile Liability Insurance with limits not less than **\$1,000,000** each occurrence Combined Single Limit bodily Injury and Property Damage.

Comprehensive General Liability and Comprehensive Automotive Liability Insurance policies shall be endorsed to provide the following:

1. Name as **ADDITIONAL INSURED the Housing Authority of the City and County of San Francisco, its Officers, and Members of Commission, Agents and Employees.**
2. Such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against who claim is made or suit is brought, but the inclusion of more than one insured shall not increase the insurer's limits of liability.
3. All policies shall be endorsed to provide thirty (30) days advance written notice to the Authority of cancellation, non-renewal or reduction in coverage, mailed to the following address:

San Francisco Housing Authority  
1815 Egbert Avenue  
San Francisco, CA 94124  
ATTN: Procurement Department

4. Certificates of Insurance, in form and with insurers satisfactory to the Authority, evidencing all coverage above, shall be furnished to the Authority prior to award and before commencing any

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operations under this contract, with complete copies of policies to be furnished promptly upon the written request of the Authority, at the following address:

San Francisco Housing Authority  
1815 Egbert Avenue  
San Francisco, CA 94124  
ATTN: Procurement Department

5. Any coverage which the Contractor proposes to self-insure, or any intention to operate vehicles other than automobiles (i.e. boats, aircraft, etc.) shall require prior Authority approval of the appropriate insurance to be agreed upon.

Approval of the insurance by the Authority shall not relieve or decrease the liability of the Contractor. The contract shall terminate immediately, without notice to the Contractor, upon any lapse of required insurance coverage. The Contractor shall be advised that should the Contractor through its negligence fail to meet the professional standards of care and performance of its services that result in additional costs to the Authority, it will be the intention of the Authority to recoup these costs from the Contractor.

**AFFIRMATIVE ACTION:**

The Contractor shall take affirmative action to ensure that employees and applicants for employment are not discriminated against because of race, color, creed, religion, sex age national origin, disability, ancestry, public assistance status, marital status or veteran status.

**W-9 SUBMITTAL:**

Upon award of the Contract, the Contractor shall provide a copy of its Request for Taxpayer Number and Certification (W-9) at the time and date specified by the Authority.

**TAX:**

This offer shall not include California Retailers' Occupational Tax (so called "Sales Tax") on direct sales to the Authority or on any material incorporated into or becoming part of the work; federal excise taxes, or federal transportation taxes. The Authority will provide all contract awardees with a tax Exemption Certificate.

**PREPARATION OF OFFER:**

Offers must be:

1. Submitted on the forms furnished by the Authority or on copies of those forms; and

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2. Manually signed. The person signing must initial each erasure or change appearing on any form; and
3. Pricing based on the scope of work and duration of the project.

**AVAILABILITY OF FUNDS:**

The resulting contract from this solicitation is subject to availability of funds. The Authority's obligation under this contract is contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No legal liability on the part of the Authority for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Authority's Contracting Officer.

**TYPE OF CONTRACT:**

The Authority contemplates award of a **Firm Fixed Contract** for this solicitation.

**TERM OF CONTRACT:**

The term of the Contract shall be for one (1) year with an option for up to four (4), one (1) year extensions.

No Contract may be awarded to a Contractor that is on the list of contractors ineligible to receive awards from Authority or the United States (debarred), as furnished by HUD.

**SECURITY BADGE IDENTIFICATION REQUIREMENT:**

All Contractors' employees will be required to obtain and wear security badges while working at any Authority sites. The badges can be obtained from the Human Resources Department at 1815 Egbert Avenue, San Francisco, CA 94124. The Authority will charge a minimal fee of \$5.00 per badge. Badges must be obtained prior to commencing work and will be turned in upon completion of the job prior to final payment.



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**SOLICITATION, OFFER AND AWARD**  
**(Complete shaded areas and include with your submission)**

Contract Number	Solicitation Number	Type of Solicitation	Date Issued	PR #
TBD	#18-440-QTE-0021	RFP: QTE: X IFB: RFQ:	10/24/2018	TBD

<b>Issued by:</b>	<b>Address Offer to (if other than issuing office)</b>		
Housing Authority of the City and County of San Francisco	San Francisco Housing Authority Procurement/Contracts Department 1815 Egbert Avenue San Francisco, CA 94124		
<b>Point of Contact:</b>	<b>E-mail address:</b>		
Solomon Gebala	<a href="mailto:gebalas@sfha.org">gebalas@sfha.org</a>		
	<b>Telephone number:</b>		
415-715-3123			
In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item delivered at the designated points (s), within the time specified in the schedule.			
Prompt Payment Discount (if offered):	10 Calendar days: _____%	20 Calendar days: _____%	

Acknowledgement of Amendments:	Amendment No.	Date	Amendment No.	Date
<i>The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated</i>				

The offeror understands that by signing below, the bid is binding upon acceptance, award and signed by the Authority. Offeror understands there is to be no communications with any SFHA staff member, persons or entities associated to this solicitation who may have influence over the award process. Offeror is only allowed to communicate with the SFHA Procurement staff or person(s) specifically identified in the solicitation. If Offeror receives communication from any such party as described herein, Offeror is to report to SFHA Procurement immediately.

<b>NAME, ADDRESS &amp; EMAIL OF OFFEROR (Type or Print)</b>	<b>NAME &amp; TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)</b>	<b>FEDERAL TAX ID NUMBER</b>
<b>TELEPHONE NUMBER</b>	<b>SIGNATURE</b>	<b>OFFER DATE:</b>

<b>AWARD (to be completed by SFHA)</b>		
<b>AWARD AMOUNT: _____</b>		
<b>SFHA Legal Department (Print Name)</b>	<b>Approved to form by Legal: (Signature)</b>	<b>Date:</b>
<b>Contracting Officer</b>	<b>Signature</b>	<b>Award Date:</b>

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## **GENERAL WAGE DECISION**

**Davis-Bacon - General Wage Decision: N/A**

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**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF  
BIDDERS – PUBLIC AND INDIAN HOUSING PROGRAMS (Form HUD 5369-A)**

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**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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(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 non -responsive. No contract award will be made without a properly executed affidavit.

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

**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.

**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.

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(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 LILL, "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

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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 Non-segregated 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 Non-segregated 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)

REQUEST FOR QUOTES  
Solicitation 18-440-QTE-0021  
Utility Allowance Study

**ACKNOWLEDGEMENT TO ADHERE TO THE IMMIGRATION AND  
NATURALIZATION ACT**

\_\_\_\_\_ acknowledges to have read and will adhere to the **Immigration  
(Name of Firm)**  
**and Naturalization Act.** I have made this information available to all sub-contractors  
participating in this project.

**[US CODE: Title 8,1324. Bringing in and harboring certain aliens](#)**

\_\_\_\_\_  
**CONTRACTOR**

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



**REQUEST FOR QUOTES**  
**Solicitation 18-440-QTE-0021**  
**Utility Allowance Study**

**QUOTE DUE: October 29, 2018 by 2:00 PM**

**SUBMITTAL:**

The Authority invites qualified firms to submit quotes for this solicitation and the offering firms shall:

1. Acknowledge receipt of any addenda issued by signing and returning with submittal.
2. Complete and sign the CONTRACTOR'S OFFER PAGE.
3. Submit Form of Quote.
4. Complete and sign form HUD 5369-A, Representations, Certifications and Other Statements of Bidders.
5. Read and sign form HUD 5370-EZ, General Conditions of the Contract for Construction.  
*(Signing of the General Conditions indicates that you have read and agree to adhere to the terms and conditions upon award of this contract.)*
6. Read any supplemental General Conditions attached.
7. Read and submit the ACKNOWLEDGEMENT TO ADHERE TO THE IMMIGRATION AND NATURALIZATION ACT
8. Mail/email/Deliver quote to: San Francisco Housing Authority  
1815 Egbert Street  
San Francisco, CA 94124  
ATTN: Procurement Department

Email: [procurement@sfha.org](mailto:procurement@sfha.org)

**False Statements in Bids:** Firms must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

**OFFER PAGE**

**Solicitation 18-440-QTE-0021**

In conformance with the terms and conditions of the Solicitation/Contract Documents, the undersigned, having familiarized him (her) self with local conditions and said Documents, hereby proposes, offers, and agrees, if this offer is accepted within 120 calendar days from the date of offer opening to do all things necessary to fully perform and satisfy all terms, conditions, and requirements of the said Contract Documents, for and at the price or prices indicated in the schedule of services/prices.

	<b>Name</b>	<b>Title</b>	<b>Years of Exp.</b>	<b>Proposed # of Hours</b>	<b>Hourly Rate</b>	<b>Amount</b>
1						
2						
3						
4						
5						

**TOTAL\* \$** \_\_\_\_\_

\*Amount listed in Total line above is the flat rate for Contract and the rate that will be charged for all potential contract extensions (up to 4 additional years).

Signature: \_\_\_\_\_

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

Type/Print Name: \_\_\_\_\_

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

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

Email Address: \_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

Taxpayer ID: \_\_\_\_\_