



**SOUTHERN NEVADA REGIONAL
HOUSING AUTHORITY**

**INVITATION FOR BID (IFB)
FOR
COMPLETE REHABILITATION FOR HULLUM HOMES
4980 EAST OWENS AVENUE, LAS VEGAS, NV 89110**

**IFB NO. B22046
NOVEMBER, 2022**

**Submission Deadline:
Thursday, January 5, 2023 at 10:00 AM (PST)**

**PROCUREMENT AND CONTRACTS DEPARTMENT
340 North 11th Street, Suite 180
Las Vegas, NV 89101**

Tel: (702) 477-3146 - Fax: (702) 922-7050 - TDD: (702) 387-1898



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SNRHA's NARRATIVE OF SERVICES

Southern Nevada Regional Housing Authority (SNRHA), an Accredited Management Organization®, was formed in January 2010 through the consolidation of the three housing authorities in the Las Vegas Valley. The consolidated SNRHA is the 32nd largest public housing authority in the country and the 6th largest PHA in HUD Region 9, which encompasses California, Arizona, Nevada and Hawaii.

SNRHA has an annual budget of \$152 million and has received approximately \$20 million in American Recovery and Reinvestment Act (ARRA) funds. Further, the agency has received approximately \$13 million in Neighborhood Stabilization Program (NSP) funds.

SNRHA currently owns and manages 23 public housing properties, 386 scattered site units (single-family homes) totaling 2,651 public housing units. A total of 5,396 residents are served under this program. Of the 23 public housing properties 20 are conventional public housing, six (6) designated senior developments, four (4) designated as elderly/disabled developments, and ten (10) are designated as family developments. The remaining three (3) properties are Mixed Finance public housing properties, one (1) designated senior development, and two (2) are designated as family developments.

SNRHA also administers over 11,000 Housing Choice Vouchers (Section 8) that allow families to rent in the private market and receive a subsidy towards their rent. With this assistance, participants are able to pay approximately 30 percent of their annual adjusted income towards their rent, while the SNRHA pays the remainder. The SNRHA helps provide housing to approximately 28,841 participants under this program.

SNRHA owns and manages an additional 1,035 affordable housing units (non-subsidized) which includes two (2) mobile home parks, two (2) senior sites, four (4) family sites and 32 scattered site units (single-family homes) including 141 NSP single-family homes located in Clark County, Henderson and City of North Las Vegas. Additionally SNRHA manages 38 NSP single-family homes for the City of Las Vegas. The SNRHA helps provide housing to approximately 2,147 residents under this program.

SNRHA through its preservation efforts recently converted three (3) properties from Public Housing to Project Based Vouchers through the Rental Assistance and Demonstration Program (RAD) totaling 323 units, plus 8 HOME units serving a total of 881 residents under this program.

SNRHA has an extensive and honorable lineage as the successor to the Housing Authorities of Las Vegas, North Las Vegas, and Clark County. All of that expertise is now under one roof and we hope to serve our Southern Nevada residents and clients much more efficiently.

SNRHA is made-up of staff from diverse cultural, ethnic and racial backgrounds. We believe diversity promotes awareness and understanding, and allows creativity and openness to change. The SNRHA recognizes and celebrates workplace diversity and believes it is an essential part of our organization in order to face the challenges of the future.

Emerging Small Businesses (ESB), Minority, Women-Owned and Small Business Enterprises are encouraged to participate in this Solicitation Process. For additional information regarding ESB, please contact Jeanette Holguin of the Governor's Office at (702) 486-2700 or jholguin@diversifynevada.com.



INVITATION FOR BID (IFB)
COMPLETE REHABILITATION FOR HULLUM HOMES
IFB NO. B22046, DAVIS BACON & SECTION 3 APPLIES TO THIS PROJECT

IFB INFORMATION AT A GLANCE

<p>SNRHA CONTACT PERSON(S) ONLY:</p> <p>Note: Contact with any other SNRHA staff other than the named Johnny B. Shaw or Linda Price, within this document is prohibited and will result in your Proposal being rejected. This also includes contact with SNRHA's Residents and Board of Commissioners.</p>	<p>Johnny B. Shaw, MBA Telephone: (702) 477-3146 Email: jshaw@snvrha.org</p> <p>Linda Price Telephone: (702) 477-3144 TDD: (702) 387-1898 Email: lsimpson@snvrha.org or</p>
<p>HOW TO OBTAIN THE SOLICITATION DOCUMENTS ON THE APPLICABLE INTERNET SITES:</p> <p>NOTE: Copies of bid documents received from sources other than the SNRHA will cause your bid to be deemed invalid.</p>	<p>1. To Download the Bid: Go to www.snvrha.org click on Procurement tab, click on "Current Bid Invitations" and scroll down to the appropriate solicitation number. Problems downloading the Bid document, notify our IT Department at (702) 477-3160.</p> <p>2. Download and Respond to the Solicitation: Register your company first, down and respond: NGEM Website. https://nevada.ionwave.net/Login.aspx, 8AM EST to 4PM PST, Questions: 866-277-2645, Option 4.</p>
<p>VIRTUAL PRE-BID CONFERENCE AND SITE VISIT: MS TEAMS: +1 323-406-1159 - Phone Conference https://tinyurl.com/2p94ryww ID: 269 780 746 961# Passcode: 8XhRE8</p>	<p>Thursday, December 7, 2022, 9 AM (PST)</p> <p>Site Visits: Begin at 10:30 at 4980 EAST OWENS AVENUE, LAS VEGAS, NV 89110 Additional site visits available upon request</p>
<p>QUESTION & ANSWER SUBMISSION DEADLINE:</p>	<p>Thursday, November 21, 2022, thru Thursday, December 22, 2022, 5PM (PDST)</p> <p>All questions and answers must be submitted in writing at: https://nevada.ionwave.net/Login.aspx and will they will be responded to the same way. Questions must be submitted prior to the deadline date and time.</p>
<p>SEALED BID SUBMISSIONS:</p>	<p>All bids must be submitted to: Southern Nevada Regional Housing Authority Procurement Department 340 N. 11th Street, Suite 180 Las Vegas, NV 89101</p> <p>Your Bid costs must be entered at the applicable website, https://nevada.ionwave.net/Login.aspx by the deadline date and time. Additionally, your three (3), sealed, hard-copy, proposals must be received in-hand and time-stamped by the SNRHA Procurement & Contracts Office no later than 10:00 AM (PDST) on January 5, 2023.</p>
<p>ANTICIPATED APPROVAL BY SNRHA BOARD OF COMMISSIONERS, if necessary</p>	<p>Thursday, February 16, 2023, 12 Noon</p>
<p>Emerging Small Business (ESB): Women, and/or minority-owned businesses are encouraged to participate in our Solicitation Processes. For full details of the ESB Program and for possible increased business opportunities, contact Jeanette Holguin, (702) 486-2700, jholguin@diversifynevada.com.</p>	



1.0 SNRHA'S RESERVATION OF RIGHTS AND PRTEES PROCEDURES:

1.1 SNRHA's Reservation of Rights:

- 1.1.1** The SNRHA reserves the right to reject any or all proposals, to waive any informality in the Solicitation process, or to terminate the Solicitation process at any time, if deemed by the SNRHA to be in its best interests.
- 1.1.2** The SNRHA reserves the right not to award a contract pursuant to this Solicitation or award a contract to more than one Contractor if it deems it is necessary to do so.
- 1.1.3** The SNRHA reserves the right to terminate a contract awarded pursuant to this Solicitation, at any time for its convenience upon 10 days written notice to the successful bidder(s).
- 1.1.4** The SNRHA reserves the right to determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this Solicitation.
- 1.1.5** The SNRHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the SNRHA Procurement Manager (PM).
- 1.1.6** The SNRHA reserves the right to negotiate the fees proposed by the bidder entity.
- 1.1.7** The SNRHA reserves the right to reject and not consider any proposal that does not meet the requirements of this Solicitation, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.1.8** The SNRHA shall have no obligation to compensate any bidder for any costs incurred in responding to this Solicitation.
- 1.1.9** The SNRHA reserves the right to accept only one Solicitation per company carrying the same Tax Identification Number.
- 1.1.10** SNRHA reserves the right and requires all contractors to comply with the American Disability Act (ADA) on all contracts which are as follows:
 - 1.1.10.1** Contractor agrees to comply with the federal statues relating to non-discrimination. These include, but aren't limited to Section 504 of the Rehabilitation Act of 1973 as amended (29USC section 794) which prohibits discrimination on the basis of handicap and the Americans with Disabilities Act of 1990.



- 1.1.10.2** The Bidder agrees to abide by the requirements of the following as applicable; The Rehabilitation Act of 1973 as amended, the Vietnam Veterans Readjustment Assistance Act of 1974; the Requirements of the ADA of 1990. The Bidder agrees not to discriminate in its employment practices and will render services under this agreement and any contract entered into as a result of this agreement, without regard to veteran status or disabilities. Any failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement and any contract entered into as a result of this agreement.
- 1.1.11** The SNRHA reserves the right to reject and not consider any bid of which communication between a Bidder and a member of the SNRHA staff, its Residents or Board of Commissioners (BOC) is violated. Communication regarding this Solicitation is prohibited from the time the Solicitation is advertised until it is recommended for award of a contract. Questions pertaining to this Solicitation shall be addressed only to the "Designated Contact(s)" as specified on the previous page of this document. Failure to comply with this requirement shall result in the Proposal being considered nonresponsive
- 1.1.12** The SNRHA shall reserve the right to at any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing the SNRHA website at www.snvrha.org and downloading and responding to this Solicitation, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet site, and further agrees that he/she will inform the SNRHA PM in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the SNRHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the SNRHA, but not the prospective bidder, of any responsibility pertaining to such issue.
- 1.2 Protest Procedures:** Any prospective or actual bidder, offeror, or contractor in connection with the solicitation of a bid or award of a contract, shall have the right to protest.
- 1.2.1** To be eligible to file a protest with the Public Housing Authority (PHA) pertaining to an award of contract, including small purchase, competitive proposal, or sealed bid the company or individual filing the protest must have been involved in the bid process in some manner (i.e. registered and received the solicitation documents) when the alleged situation occurred. The SNRHA has no obligation to consider a protest filed by any party that does not meet these criteria.
- 1.2.2** A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the Executive Director/Contracting Officer (ED/CO) or his designate(s) have made a determination on the protest and awards the contracts.
- 1.2.3** Neither the BOC, ED/CO nor its authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the person files the protest pursuant to this section.



- 1.2.4** The CO shall review the written protest and supportive data, within ten (10) days after receipt of the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestant of the right of further administrative review. A copy of this written opinion and decision shall be placed on file.
- 1.2.5** A Protest shall be in writing, and must include the following:
- 1.2.5.1** A bond;
 - 1.2.5.2** The name, address and phone number(s) of the protestor;
 - 1.2.5.3** The solicitation/contract number and project title;
 - 1.2.5.4** A detailed statement of the basis for the protest;
 - 1.2.5.5** Supporting evidence or documents to substantiate any arguments;
 - 1.2.5.6** The form of relief or remedy requested;
 - 1.2.5.7** All protests shall be submitted to the ED/CO or his/her designee;
 - 1.2.5.8** The written protest of an award of contract must be received within ten (10) calendar days after bid result notification of the contract award has been sent to the protestor, or the protest will not be considered;
 - 1.2.5.9** All written protest received by the SNRHA must be signed and date/time stamped upon receipt of the written protest;
 - 1.2.5.10** Bond Requirement for Protest;
 - 1.2.5.11** A bond or surety is required to be submitted with the protest documents (noted above);
 - 1.2.5.12** A protest submitted without the bond or security shall not be considered;
- 1.2.6** **Protest Bond/Security:** A bond with good and solvent surety authorized to do business in this State of Nevada, or submit other security, defined as a cashier's check, money order or certified check, endorsed to the SNRHA. The bond or surety must be in an amount equal to 25% of the total value of the bid; and
- 1.2.7** A bond posted or other security must be submitted with the protest. SNRHA shall hold the bond or other security until a determination is made on the protest.
- 1.2.8** **Receipt of Protest:**
- 1.2.8.1** Upon timely receipt of the protest, the ED/CO or designee shall review the protest and issue a written decision on the matter within a reasonable time. If the protest is denied, the written decision shall be a final decision, unless an appeal hearing is requested;



- 1.2.8.2 SNRHA Legal Counsel may be obtained at the approval of the Executive Director/Contracting Officer (ED/CO) or the designate;
- 1.2.8.3 Prior to submitting a response to a protest, the ED/CO must ensure compliance with HUD and other applicable regulations;
- 1.2.8.4 If the protest has been generated by a legal firm then SNRHA Counsel at the discretion of the ED/CO and/or ED/CO shall prepare any all subsequent responses; and
- 1.2.8.5 If a decision to deny the appeal/protest is unclear SNRHA may consult with legal counsel.

1.2.9 Response to Protest:

- 1.2.9.1 The Contracting office shall review the written protest and supportive data, if any. He/she shall, within 10 days after receipt of the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestant of the right of further administrative review. The ED/CO shall fully document the protest decision in writing in the contract file.

1.2.10 Denials of Protest:

- 1.2.10.1 The CO shall notify the protestor in writing of the SNRHA's decision and state the basis for the denial. The notification shall apprise the protestor of any appeal rights in accordance with the SNRHA's protest procedures.
- 1.2.10.2 **Note:** When the protest is denied, the SNRHA may make a claim against the bond or other security in an equal amount to the expenses incurred due to the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the company/individual who posted the bond or submitted the security. A request for Appeal Hearing ceases this action until a final determination is made.

1.2.11 Protest – Appeal Hearing:

- 1.2.11.1 If the company or individual protesting does not agree with the written opinion and decision issued by the ED/CO, the protestor may request an Appeal Hearing.

1.2.12 Appeal Hearing Procedures:

- 1.2.12.1 The request for an appeal hearing must be delivered in writing (signed and date/time stamped) to the CO within five (5) calendar days of receipt



of the written opinion and decision. Failure to request an appeal hearing within five (5) calendar days of receipt of the written opinion and decision or comply with the instructions below shall relieve the SNRHA of any responsibility to consider the request. The following procedures must be adhered to:

- 1.2.12.2 The request for an appeal hearing must contain the specific reasons for the appeal and all supporting data for those reasons.
- 1.2.12.3 After review of the request is submitted, it shall be within the administrative powers of the contracting officer to grant or deny any request for administrative appeal.
- 1.2.12.4 After a complete review of the alleged aggrieved protestant's written request and supporting data, if the ED/CO decides that the request does not merit further consideration, he/she shall render his/her decision in writing to the alleged aggrieved protestant. A decision rendered under this paragraph shall be made within 10 days after the receipt of the alleged aggrieved protestant's request for an administrative hearing. This decision shall be final without further administrative recourse.
- 1.2.12.5 After a complete review of the protest and findings, if the ED/CO decides that the request merits further consideration, he/she shall forward the protestant's written request, along with a cover letter explaining why it merits further consideration and with a recap of all proposals submitted and a copy of the original written protest, to the SNRHA Legal Counsel for consideration. The SNRHA Legal Counsel shall issue a decision to the protestor, in writing, within 10 days of his/her receipt of such documents.
- 1.2.12.6 Such written decision delivered to the Protester shall exhaust the SNRHA's internal protest and administrative appeal process available.

2.0 SCOPE OF WORK AND TECHNICAL SPECIFICATIONS:

The successful Bidder shall possess all of the required state and local licenses, and certifications required to perform work of the type required by this IFB in the State of Nevada, County of Clark and provide copies to SNRHA.

2.1 Scope of Work: Bidder/Contractor shall provide labor, materials and equipment as required for the **Complete Rehabilitation at Hullum Homes** at the following location: **4980 EAST OWENS AVENUE, LAS VEGAS, NV 89110**. All work to be provided shall be pursuant to the specifications and Scope of Work as described within this IFB Package and any additional Addenda.

2.2 Work Site Location: 4980 EAST OWENS AVENUE, LAS VEGAS, NV 89110



- 2.3 Labor Rate:** Bidder/Contractor's bid is based on the current state minimum wage requirements. **Department of Labor (DOL) Residential Davis Bacon Wage Decision No. NV20220042, 09/30/2022. (See Attachment C).**

Bidder/Contractor and all subcontractors must meet current state minimum wage requirements. Davis Bacon Wages is applicable to this project and the current Wage Decision is attached. The following information must be provided to the SNRHA regarding contract employees:

- 2.3.1.1** List of Employees
- 2.3.1.2** Job Title
- 2.3.1.3** Description of Work Duties

Note: At any time employees are removed or replaced during the term of this contract the SNRHA shall be promptly notified of the change and provided the required information for the new employee.

- 2.4 Time of Completion:** The work on the sites shall be substantially completed **within four hundred fifty (450) calendar days after the Contractor receives the Notice to Proceed.** Completion shall be further defined as "Substantial Completion" of the work in progress to include but not limited to:

- 2.4.1** All final inspections and Certificate of Occupancy Inspections are approved by Clark County Nevada and any other agency having jurisdiction over the project as required.
- 2.4.2** Minor punch list items: If the work does not require a permit from a local jurisdiction, only minor punch list items will be considered for remaining work. Minor punch list items shall be defined as: adjusting components, touch up paint, minor clean-up, not to include hauling debris away from the site, etc.
- 2.4.3** When a project is declared "**Substantially Completed**" the only work left to complete will be minor punch-list items.
- 2.4.4** The Contractor shall notify the SNRHA in writing when the job is considered substantially complete and the requirements in Section 2.4 have been met. Lack of written notification will result in the accrual of contract time until written notice is received.
- 2.4.5** The SNRHA must have the concurrence of the Engineer/Professional of Record before the job is considered "Substantially Complete".
- 2.4.6** Final payment application (10% retention) cannot be released until the punch list has been completed, all certified payroll issues have been addressed and all close-out documents have been received and approved by the SNRHA.

- 2.5 Liquidated Damages: Refer to Form HUD 5370, Section 33, p12:** Time is of the essence to the Contract Documents and all obligations thereunder. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially, or cause



Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, the Owner and the Contractor agree that if the Contractor fails to achieve Substantial Completion of the Work within 450 days from the date of commencement, Owner shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the sum of \$100 per dwelling unit per day, in addition to \$100 per non-dwelling unit per day, in addition to \$100 per site per day commencing upon the first day of the day following expiration of such timeframe and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages prescribed in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement and any liquidated damages not so deducted shall be payable to the Owner by the Contractor upon demand by the Owner plus interest from the date of demand at the legal rate.

- 2.6** Bidder/Contractor shall comply with all laws, ordinances, and regulations applicable to the specifications herein and are to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in anyway affect the delivery of Contractor's services.
- 2.7** Bidder/Contractor shall be responsible for submitting regular reports detailing their compliance with the conditions of the contract awarded in the format prescribed by, and bat the intervals required by SNRHA. These include, but are not limited to payroll reports, certifications and other various forms required by HUD.
- 2.8** **Government Standards – Safety:**
Safety Plan for Construction and Maintenance Contracts: Bidder/Contractor shall have in place a Safety Plan for its company that shall be in accordance with OSHA Regulations and include a Training Plan for its employees. Bidder/Contractor shall use safety devices in accordance with the applicable laws and regulations pursuant to the work performed under this IFB so as to ensure public safety. Bidder/Contractor shall take all steps necessary to ensure that work area is properly secured to provide the reasonable safeguard of persons, property and to prevent exposure to unsafe conditions. Bidder/Contractor shall ensure that all devices and chemicals used are in accordance with OSHA and EPA and any other state, federal, county and city regulations. Bidder/Contractor shall provide MSDS for all products and devices used in providing the service and shall provide a copy of their Safety and Training Plan to the SNRHA.

Note: All supervisors must possess an OSHA 30 Certification and all other employees an OSHA 10 Certification. Please place your Safety and Training Plan as pursuant to OSHA Regulations under Tab 6 of your Bid; CD submissions are also acceptable)

It is the responsibility of the Bidder/Contractor to ensure that all items and services proposed conform to all local, state and federal law concerning safety (e.g., OSHA and NOSHA) and environmental control (e.g., EPA and Clark County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The Bidder/Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.



Pursuant to the services to be provided the Contractor must have a company safety plan established and maintained, that complies all applicable laws and safety regulations.

2.8.1 Personal Protection and Equipment (PPE):

Bidder/Contractor shall at its own expense, protect its employees and all other persons from risk of death, injury or bodily harm arising from or in any way related to the scope of work being performed for SNRHA, including emergencies. Bidder/Contractor shall fully comply with all laws, orders, citations, rules, regulations, standards and statutes concerning Occupational Health and Safety (OSHA) including a safety plan for accident prevention. The Service Provider's Safety Plan must include the use of PPE; following all Federal/State OSHA and EPA regulations requirements for PPE related to your NV State/County License.

Bidder/Contractor shall prohibit/prevent the presence of the use of alcohol or drugs by its employees, subcontractors or suppliers at all SNRHA job site/locations. Immediate stop work is required by service provider if any such person is found to be under the influence of alcohol or drugs.

Bidder/Contractor is responsible to pay all fines or penalties assessed upon performance violations relating to the scope of work. Bidder/Contractor shall conduct inspections to determine that safe working conditions and equipment exist and safe practices are observed; and accepts sole responsibility for providing a safe place to work for its employees and the employees of all subcontractors.

Bidder/Contractor shall immediately notify SNRHA Property Manager and/or SNRHA's representative of any unsafe conditions or practices observed on the work site. Furthermore, contractor shall immediately contact the SNRHA Project Manager, Property Manager and Procurement Department of any accidents or injuries on the work site performed under this PO or Contract.

Bidder/Contractor must provide to their staff for all SNRHA projects, Material Safety Data Sheets (MSDS) which are maintained in a visible place or company vehicle for any hazardous material used in completion of the work performed for SNRHA.

Non-compliance to any OSHA and EPA regulations including PPE standards will result in termination of PO/Contract, in addition may include non-payment of services.

2.9 Bidder/Contractor/Subcontractors, Employee Background Checks: To ensure the safety of SNRHA residents and staff, Bidder, Contractor, or Subcontractors are required to perform background check on all of their employees working on SNRHA property. SNRHA have the right to request the said background verifications during the course of the contract.

2.10 Occupancy of Development During Contract Period: If applicable, Bidder/Contractor is advised that if the development and/or service site will be occupied during the entire time of the contract awarded pursuant to this IFB – it is essential that basic consideration be taken into account in preparing for, scheduling, and carrying out the work under such contract awarded pursuant to this IFB. The Bidder/Contractor and all subcontractors must bear in mind at all times that the work must be carried out expeditiously with all reasonable measure to eliminate



exposure to potential hazards and minimal disruption to the lives and activities of the residents of the service site.

2.11 Discrepancies in Specifications and Designs: Bidder/Contractor must carefully read the specifications, examine the designs and details, and inspect the entire site for existing conditions prior to submitting bid. Errors, Omissions, and conflicts must be reported to SNRHA for interpretation, special instructions, or addendum.

2.11.1 If there are any discrepancies in the Designs or the document deemed to be the best practice or item by SNRHA shall govern. If Bidder/Contractor identifies such discrepancy in connection with preparing its bid, Bidder/Contractor shall seek and acquire written clarification from SNRHA per the guidelines as identified in the IFB. Any Bid submitted without such clarification shall be interpreted in favor of the SNRHA, and Bidder accepts full responsibility for its failure to identify and reconcile such discrepancy prior to submitting its bid.

2.12 Responsibilities:

2.12.1 Contractor shall be responsible for removing any debris from the development related to the Bidder's activities performed in connection with any contract awarded pursuant to the IFB in any unsecured area at the end of each workday. Bidder shall repair and/or replace any property damaged in any secured area during period of work. Bidder shall ensure that all work performed by the Bidder, or their subcontractors, is done in a professional manner and in compliance with all codes, laws, regulations, and industry standards.

2.12.2 Permit & Licenses: Bidder/Contractor is responsible for obtaining all permits and licenses as it relates to the Scope of Work for this IFB. Bidder must be a duly licensed contractor in the State of Nevada for the category of work identified in the Scope of Work. Bidder must also be licensed to do business in governing jurisdictions.

3.0 SOLICITATION PROCEDURES & SUBMISSION INSTRUCTIONS: (Refer to Attachment C, HUD 5369 Instructions to Bidders for more details). Award will be made to the most responsive, responsible, lowest bidder that meet all requirements of the conditions and Form of Bid, General Requirements and Contract requirements.

3.1 Pre-Bid Conference via MS Teams and Site Visits:
Wednesday, December 7, 2022, at 9:00AM PST. See page 4 for login information.

Site Visit: Wednesday, December 7, 2022, 10:30AM following the Pre-Bid Conference at the following locations: 4980 EAST OWENS AVENUE, LAS VEGAS, NV 89110

All prospective bidders should attend. The purpose is to review bid submission requirements and to address prospective bidders' initial questions and concerns.

3.2 Question & Answer Period: All questions and requests for interpretation must be provided in writing to Johnny B. Shaw via Nevada Government eMarketplace (NGEM) at



<https://nevada.ionwave.net/Login.aspx> prior to the deadline of **Thursday, December 22, 2022, 5PM. (PDST)** Questions will not be responded to after the deadline.

3.2.1 Bid Submission Deadline: Thursday, January 5, 2023, at 10:00 AM (PDST); 2 Sealed copies, and 1 original hard copy bids are to be submitted to SNRHA Procurement & Contracts Office, 340 N. 11th Street, Suite 180, Las Vegas, NV 89101 with your return address.

3.2.2 Electronic pricing must be input at <https://nevada.ionwave.net/Login.aspx> for each Property. The total must equal to the total amount noted on the Bid Form in Tab 3 of the Bid Submittal. **Bid Opening: Thursday, January 5, 2023, at 10:15 AM (PDST).** **Your bid will be deemed non-responsive without both 3 sealed, hard-copy bids (one marked original and two marked copies) and your electronic submission through the NGEM system.**

3.2.3 No Public Bid Opening: Bid results will be posted on the noted websites in the form of an Addendum.

3.3 Bid Guarantee, Bid Bond and Payment & Performance Bond: (Applicable to construction and equipment contracts exceeding \$25,000) Must be submitted with the Bid Submittal under Tab 4. Bids submitted without the **Bid Guarantee** not less than 5% of the amount of the Bid, shall be considered non-responsive and not considered for award of contract. The Bid Guarantee may be a cashier's check, or bank draft endorsed to the SNRHA, U.S. Government Bonds at par value or a **Bid Bond** secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Refer to HUD 5369 Form, Instructions to Bidders, page 3, Section 8, (attached).

Payment and Performance Bond: Upon award 100% Payment and Performance Bond equal to the amount of the bid is required, which guarantees the work, if bid is \$100,000.00 or more.

3.4 Bid Submittal Format: In order that the SNRHA can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the noted sequence. Each category must be separated by numbered index dividers and labeled with the corresponding Tab as referenced below. It is preferred and recommended that the Bidder use an appropriate sized 3 ring binder that if necessary, the information can be removed and returned to the binder in its original condition.

3.4.1 Tabbed Bid Submittal: The IFB including attachments is the entire package of information necessary for potential bidders to submit a bid. The IFB includes a description of the services or services being purchased, any unique technical information, time and place of bid opening, time and place of site inspections or Pre-Bid Conference, a form for stating the bid price and any required forms, as outlined below:

3.4.1.1 Tab No. 1: Bid Submission and Format Checklist: (Attachment A to this IFB) This 2-page form must be fully completed, executed where provided and submitted under this Tab as a part of your Bid submittal. It is



recommended that it be used as a guide to ensure all required documents are included in your Bid Submittal.

3.5.1.2 Tab No. 2: Disclosure of Ownership Form: (Attachment B) This form must be completed and returned under this Tab as part of your Bid submittal for all **Prime and Subcontractors**.

Conflict of Interest Form: (Attachment B) This form must be completed and returned under this Tab as part of your Bid submittal for all **Prime and Subcontractors**.

Statement of Bidders Qualifications Form (General Contractor): (Attachment B) This form must be completed and returned under this Tab as part of your Bid submittal.

IRS W9 Request for Taxpayer Identification

3.5.1.3 Tab No. 3: Bid Form and HUD Form 51000 Schedule of Amounts for Contract Payments (Attachment B): This document must be fully completed, executed and submitted under this Tab as part of your Bid Submittal. HUD Form 51000 must be included for each service site, 4 total.

3.5.1.4 Tab No. 4: Bid Guarantee or Bid Bond (Attachment B) Must be submitted with the Bid submittal under this Tab. Bid submittal provided without the Bid Guarantee or Bid Bond shall be considered Non-Responsive and not considered for award of contract. Refer to HUD 5369 Instructions to Bidders, page 3, Section 8.

3.5.1.5 Tab No. 5: Required HUD & SNRHA Forms: The following forms are attached as Attachment C to this IFB Document and must be utilized and/or executed and returned under this Tab:

3.5.1.5.1 HUD Form 5369-A (11/92), Representations, Certifications and Other Statement of Bidders; (Complete and Return under this Tab)

3.5.1.5.2 Subcontractor's List: This form must be fully completed with addresses of subcontractors at the time of bid. **Subcontractors who are not submitted at the time of Bid, will not be considered for approval.** (Complete and Return under this Tab)

3.5.1.5.3 Subcontractor Affirmative Action Form: This form must include each trade used. (Complete and return under this Tab)

3.5.1.5.4 Suggested Affirmative Action Plan for Utilization Area Businesses: (Complete and return under this Tab)

3.5.1.5.5 SNRHA Drug-Free Workplace Certification, (Complete and return under this Tab)



3.5.1.5.6 Authorization to Release Information, (Complete and return under this Tab)

3.5.1.5.7 Non-Collusive Affidavit Certification, (Complete, Notarize and return under this Tab)

3.5.1.6 Tab No. 6: Managerial Capacity/Financial Viability: The Bidder's entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including financial statement, brief resumes for the persons identified within Attachment B, SNRHA Disclosure of Ownership Form. Such information shall include the bidder's qualifications to provide the services; a description of the background and current organization of the institution, including a current organizational chart.

References: The Bidder shall submit a listing of former or current references, including Public Housing Agencies, for whom similar or like services have been performed. The listing shall include:

3.5.1.6.1 The client's name,

3.5.1.6.2 The client's address,

3.5.1.6.3 The client's telephone number, and

3.5.1.6.4 A brief description and scope of services provided including the dates the services were provided.

3.5.1.7 Tab No. 7: SNRHA's Section 3 Clause and Contractor Initial Response Form: (Attachment D) The SNRHA is required by HUD to implement its Section 3 Plan to the greatest extent feasible for any new contracts that has a labor component for employment opportunities for small businesses and low-income resident/persons as it is subject to the terms and conditions under Section 3 of the HUD Act of 1968, as amended, 12. U.S.C 1701u. Please acknowledge acceptance and receipt by signature and return of the Section 3 Clause and Contractor Initial Response.

3.5.1.8 Tab No. 8: Equal Employment Opportunity Policy (EEO): The Bidder must provide a copy of its EEO Policy and a brief description of the positive steps it will take to ensure compliance, to the greatest extent feasible.

3.5.1.9 Tab No. 9: Section 3 Business Preference (Optional Item): (Attachment E) For any Bidder claiming a Section 3 Business Preference, he/she shall include the fully completed and executed Section 3 Business Preference Certification Form and any other documentation required by that form under this Tab. If the Bidder does not claim a Section 3 Preference, please note under this Tab a statement that reads, NO SECTION 3 BUSINESS PREFERENCE BEING CLAIMED".



Note: Registering on the HUD Section 3 Business database does not qualify you as a Section 3 Business or provide you with a Section 3 Business Certification.

- 3.5.1.10 Tab No. 10: Joint Venture Information (Optional Item):** The Bidder shall identify hereunder whether or not he/she intends to submit a Bid as a Joint Venture with another entity. The Bidder should provide proof of filing with the State and any and all applicable agencies of the joint venture and all required documentation forming this venture. This Document must be fully completed, executed and submitted under this Tab as part of your Bid Submittal.

Note: Please remember that all information required from the Bidder under the proceeding tabs must also be included for any joint venture.

- 3.5.1.11 Tab No. 11: Other Information (Optional Item):** The Bidder may include under this tab any other general information he/she deem necessary.

If No Information Submitted: If no information is to be placed under any of the Tabs (especially the Optional Tabs), please place a statement such as 'NO INFORMATION IS BEING PLACED UNDER THIS TAB' or "THIS TAB LEFT INTENTIONALLY BLANK". Do not eliminate any of the Tabs.

- 3.6** Bidder/Contractor shall be responsible for submitting regular reports detailing their compliance with the conditions of the contract awarded in the format prescribed by, and at the intervals required by, SNRHA. These include, but are not limited to, payroll reports, certifications, and other various forms required by HUD.

- 3.7 Labor Standards – Davis-Bacon and Related Acts** -This project is subject to Davis Bacon Wage Decision: *Only applies to construction project over \$2,000*. All other labor rates are in accordance with State of Nevada Labor Laws.

3.7.1 Labor Rate:

Work to be performed is subject to Davis-Bacon wage requirements for all contracts where the construction is estimated to be over \$2,000. All laborers and mechanics employed under this contract as a result of this IFB will be paid unconditionally and not less often than once a week at minimum labor rate established in the Davis Bacon Wage Decision noted below.

- 3.7.2** The construction activity for this scope of work may require additional labor classifications not reflected in the approved wage decision, i.e., painter, plumber, etc. Therefore, enclosed is HUD-4230-A, Report of Additional Classification and Rate.

- 3.7.3 Certified Payroll/Weekly Certified Payroll Form WH-37:** must be submitted during the term of this contract. All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week;



3.7.4 Contractor shall maintain daily and weekly records as to the employees/workers performing work on this project. Additionally, Contractor shall provide to SNRHA after execution of contract, upon request:

3.7.4.1 List of Employee

3.7.4.2 Job Title

3.7.4.3 Description of Work Duties

Note: At any time during the term of this contract employees are removed or replaced; SNRHA shall be notified promptly of the change and provide the required information for the new employee.

4.0 CONTRACT EVALUATION AND AWARD:

The SNRHA intends to retain the successful bidder based on the bidder being responsive and responsible (24 CFR 85.36(b)(8)). To be considered responsive, a bid must conform to the material requirements of the IFB. The Contracting Officer must examine the low bid to be sure that the bidder did not alter the specifications or other terms and conditions (e.g., delivery schedules, payment terms, etc.) or attempt to impose different terms and conditions. After determining the responsiveness of the low bid, the Contracting Officer shall determine if the bidder is responsible. Have adequate financial resources to perform the contract, or the ability to obtain them; Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them; Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder's/offeror's existing commercial and governmental business commitments; Have a satisfactory performance record; Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended, debarred or under a HUD-imposed LDP and System for Award Management.

4.1 License and Insurance Requirements: The successful Bidder/Contractor shall possess all of the required state and local contractors licenses, and certifications required to perform work of the type required by this IFB in the State of Nevada, County of Clark and provide copies to SNRHA. The following are the required insurance certificates and/or limits:

4.1.1 Certificate of Insurance per these specifications to be provided upon award of contract.

4.1.2 Policy of General Liability insurance, with a minimum coverage of \$1,000,000 per occurrence and a minimum of \$2,000,000 aggregate, together with damage to premises and fire damage of \$50,000 and medical expenses for anyone person of \$5,000, with a deductible of not greater than \$1,000. The SNRHA shall be named upon the certificate as an "additional insured," together with providing a copy of the corresponding endorsement evidencing the same.

4.1.3 Evidence of Automobile Liability insurance, with a combined single limit of \$1,000,000 or for every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits



of no less than of \$50,000 per occurrence, \$100,000 aggregate and medical coverage of at least \$5,000; and

- 4.1.4 Appropriate worker's compensation coverage. (Not applicable if entity consists of only one employee).
- 4.1.5 Failure to maintain the above-reference insurance coverage, including naming the SNRHA as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof.
- 4.1.6 Certificate Holder's Information shall be addressed as follows and delivered via US postage-paid mail to:

Southern Nevada Regional Housing Authority
Attn: Procurement & Contracts Office
Post Office Box 1897 Las Vegas, NV 89125 or emailed to or emailed to
procurement@snvrha.org

5.0 **CONTRACT SERVICE STANDARDS:** All work performed pursuant to this solicitation must confirm and comply with all applicable local, state and federal laws.

6.0 **ATTACHMENTS:** Recap of Section 3.5

6.1 **ATTACHMENT A: Bid Submission and Format Checklist Form** (use as a guide, return under Tab 1 of your Bid).

6.2 **ATTACHMENT B:**

- 6.2.1 **Disclosure of Ownership Form and W9 Request for Taxpayers Identification**, (Return under Tab 2 of your Bid);
- 6.2.2 **Disclosure of Conflict of Interest Form**, (Return under Tab 2 of your Bid);
- 6.2.3 **Statement of Bidders Qualifications Form**, (Return under Tab 2 of your Bid);
- 6.2.4 **Bid Form**, (Return under Tab 2 of your Bid);
- 6.2.5 **Bid Guarantee or Bid Bond**, (Return under Tab 2 of your Bid)

6.3 **ATTACHMENT C: HUD & SNRHA REQUIRED FORMS:**

- 6.3.1 **HUD Form 5369, Instructions to Bidders for Contracts and Indian Housing Programs**, (Keep for your information);
- 6.3.2 **HUD Form 5369A, Representations, Certifications and other Statement of Bidders**, (Return under Tab 5 of your Bid);
- 6.3.3 **HUD Form 5370, General Conditions for Construction Contracts** (Keep for your information)
- 6.3.4 **HUD Bulletin 90-23**, (Keep for your information);



- 6.3.5 **HUD Form 51000, Schedule of Amounts of Contract Payments**, (Keep for your information);
- 6.3.7 **Davis Bacon Wages General Decision, Certified Payroll and Employee List**, (Keep for information);
- 6.3.8 **Subcontractor's List**, (Return under Tab 5 of your Bid);
- 6.3.9 **Subcontractor Affirmative Action Form** (Return under Tab 5 of your Bid);
- 6.3.10 **Suggested Affirmative Action Plan for Utilization Area Businesses** (Return under Tab 5 of your Bid)
- 6.3.11 **SNRHA Drug-Free Workplace Certification** (Return under Tab 5 of your Bid);
- 6.3.12 **Non-Collusive Affidavit Certification** (Return under Tab 5 of your Bid);
- 6.3.13 **Authorization to Release Information** (Return under Tab 5 of your Bid);
- 6.3.14 **SNRHA Sample Contract & Insurance Certificate** (Keep for your information)
- 6.4 **ATTACHMENT D:** SNRHA's Section 3 Clause and Contractor Initial Response Form (Return under Tab 7 of your Bid)
- 6.5 **ATTACHMENT E:** Equal Employment Opportunity Policy, (Return under Tab 8 of your Bid)
- 6.6 **ATTACHMENT F:** Section 3 Business Preference (Optional Submission), if claiming preference, complete and return under Tab 9 of your Bid, with certification)
- 6.7 **ATTACHMENT G:** Additional Clauses, (Keep for your information)
- 6.8 **ATTACHMENT H:** Plan Drawings, Specifications, and Fire Protection