

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

INVITATION FOR BIDS (IFB) FOR PAINTING SERVICE INTERIOR VACANT UNITS & EXTERIOR BUILDINGS

IFB B23011

Submission Deadline: NOVEMBER 28, 2022 & 10:00 AM (PST)

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

Tel: (702) 477-3145 - 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 and has an annual budget of \$177 million.

SNRHA currently owns and manages 19 public housing properties, 386 scattered site units (single-family homes) totaling 2,149 public housing units. A total of 4,266 residents are served under this program. Of the 19 public housing properties 16 are conventional public housing, four (4) designated senior developments, two (2) designated as elderly/disabled developments, ten (10) are designated as family developments. The remaining three (3) properties are Mixed Finance public housing properties designated as family developments.

SNRHA also administers over 12,500 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 1,116 affordable housing units (non-subsidized) which includes two (2) mobile home parks, one (1) senior site, three (3) family sites and 132 scattered site units (single-family homes) including NSP single-family homes located in Clark County, Henderson and City of North Las Vegas. Additionally SNRHA manages sixty (60) 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 eight (8) properties from Public Housing to Project-Based Vouchers through the Rental Assistance and Demonstration Program (RAD) totaling 845 units, plus 8 HOME units serving a total of 1,157 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) 486-4700 or 702-486-2630 or at iholguin@diversifynevada.com.

INVITATION FOR BIDS IFB# B23011
PAINTING SERVICES-INTERIOR VACANT UNITS & EXTERIOR BLDGS
(Construction)

IFB INFORMATION AT-A-GLANCE

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SNRHA CONTACT PERSON:	Wanda Beckett, Contract Administrator	
Contact with any other SNRHA staff, resident or	Telephone: (702) 477-3145 TDD: (702) 387-1898	
Board of Commissioners regarding this	Email: Procurement@snvrha.org or if not available, contact	
Solicitation is prohibited and result in a no bid or	Linda Price Simpson, Contract Administrator (702)477-3144	
non-responsive bid and no award of contract.	, , ,	
HOW TO OBTAIN THE IFB DOCUMENTS ON THE	1. DOWNLOAD AND RESPOND TO THIS SOLICITATION:	
APPLICABLE INTERNET SITE:	Nevada Government E-Marketplace (NGEM) website:	
	https://www.ngemnv.com/	
	Registered Users: Log in and insert Solicitation No. IFB B18025	
	Non-Registered Users: You must register your company before	
	downloading and responding to this Bid, which is free of charge.	
	2. DOWNLOADS ONLY: The solicitation can be downloaded only from	
	SNRHA website: www.snvrha.org click on Doing Business. Problems	
	downloading the Solicitation, notify our IT Department at	
	call (702) 477-3160, M-F, 8AM-5PM PST	
PRE-BID MEETING	PRE-BID MEETING: OCTOBER 24, 2022 AT 9:00 AM	
VIA VIDEO /CONFERENCE CALL	Microsoft Teams Meeting: Join on your computer, mobile app	
VIA VIBEO /OOM ENEMOE GALE	Meeting ID: 219 605 619 293 Passcode: h8uLQ6	
	Download Teams Join on the web Or call in (audio only)	
	1 323-406-1159 Phone Conference ID: 693 173 885#	
QUESTION SUBMISSION DEADLINE	All questions must be submitted through the Nevada	
QUED TION CODIMICOTON DEADEINE	Government E-Marketplace (NGEM)	
	https://www.ngemnv.com/ by:	
	NOVEMBER 17, 2022 @ 10:00 AM (PST)	
	All responses to questions will be issued in NGEM in the	
	form of an Addendum.	
HOW TO FULLY RESPOND TO THIS IFB	Two (2) Step Bid Submission Process: Per Section of the	
BY SUBMITTING A HARD COPY	IFB document, both the cost proposal and delivery of the	
PROPOSAL & COST	hardcopy proposal must submitted by the submission date and	
	time noted below:	
	1. All Cost Proposal are to be entered in NGEM; and	
	2. Hardcopy proposals must be delivered to SNRHA	
	As stated within Section 4.0 of the IFB document, deliver	
	three (3) copies of your "hard copy" proposal as specified	
	in Section 4.0 of the IFB document.	
BID SUBMISSION DEADLINE:	Bid Submission Deadline:	
	NOVEMBER 28, 2022 @ 10:00am	
	Late Submission will not be accepted;	
	Failure to comply with both submissions by this date and	
	time will result in the bid being consider non-responsive.	
	Public Bid Opening: No public bid opening due to the number of cost	
I I	II itama raquirad. Did raquita will be amailed to all hidderes.	
	items required. Bid results will be emailed to all bidders;	
ANTICIPATED APPROVAL BY SNRHA	December 15, 2022, NOON	
ANTICIPATED APPROVAL BY SNRHA BOARD OF COMMISSIONERS, if necessary		



1.0 SNRHA'S RESERVATION OF RIGHTS AND PROTEST PROCEDURES:

- 1.0 The SNRHA reserves the right to reject any or all proposals, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the SNRHA to be in its best interests.
- **1.1** The SNRHA reserves the right not to award a contract pursuant to this IFB or award a contract to more than one Bidder/Bidder/Professional if it deems it is necessary to do so.
- 1.2 The SNRHA reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful bidder(s).
- 1.3 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 IFB.
- 1.4 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 Purchasing Manager (PM).
- **1.5** The SNRHA reserves the right to negotiate the fees proposed by the bidder entity.
- 1.6 The SNRHA reserves the right to reject and not consider any proposal that does not meet the requirements of this IFB, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.7 The SNRHA shall have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- **1.8** The SNRHA reserves the right to accept only one Solicitation per company carrying the same Tax Identification Number.
- **1.9** SNRHA reserves the right and requires all Bidder/Bidder/Professionals to comply with the American Disability Act (ADA) on all contracts which are as follows:
 - 1.10.1 Bidder/Professional 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.
 - 1.10.2 The Bidder/Professional 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/Professional 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.



- 1.10.3 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 Proposal is prohibited from the time the Proposal is advertised until the Proposal is recommended for award of a contract. Questions pertaining to this Proposal 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.
- 1.10.4 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 proposal submitted that does not conform to any of the requirements detailed herein. By accessing SNRHA website 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.
- **1.11 Protest Procedures:** Any prospective or actual bidder, offeror, or Bidder/Professional in connection with the solicitation of a proposal or award of a contract, shall have the right to protest.
 - 1.11.1 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.
 - **1.11.2** A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the Contracting Officer (CO) or his designate(s) have made a determination on the protest and awards the contracts.
 - **1.11.3** Neither the BOC, 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.
 - **1.11.4** 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.
 - **1.11.5** A Protest shall be in writing, and must include the following:

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	<u> </u>
1.11.5.1	A bond;
1.11.5.2	The name, address and phone number(s) of the protestor;
1.11.5.3	The solicitation/contract number and project title;
1.11.5.4	A detailed statement of the basis for the protest;
1.11.5.5	Supporting evidence or documents to substantiate any arguments;
1.11.5.6	The form of relief or remedy requested;
1.11.5.7	All protests shall be submitted to the CO or his/her designee;
1.11.5.8	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;
1.11.5.9	All written protest received by the SNRHA must be signed and date/time stamped upon receipt of the written protest;
1.11.5.10	Bond Requirement for Protest;
1.11.5.11	A bond or surety is required to be submitted with the protest documents (noted above);
1.11.5.12	A protest submitted without the bond or security shall not be considered;

- 1.12 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
 - **1.12.1** 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.

1.13 Receipt of Protest:

- **1.13.1** Upon timely receipt of the protest, the 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;
- **1.13.2** SNRHA Legal Counsel may be obtained at the approval of the Executive Director (ED)/CO or the designate;
- **1.13.3** Prior to submitting a response to a protest, the CO must ensure compliance with HUD and other applicable regulations;
- **1.13.4** If the protest has been generated by a legal firm then SNRHA Counsel at the discretion of the CO and/or ED shall prepare any all subsequent responses; and



1.13.5 If a decision to deny the appeal/protest is unclear SNRHA may consult with legal counsel.

1.14 Response to Protest:

1.14.1 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 CO shall fully document the protest decision in writing in the contract file.

1.15 Denials of Protest:

- **1.15.1** The CO shall notify the protestor in writing of the PHA's decision and state the basis for the denial. The notification shall apprise the protestor of any appeal rights in accordance with the PHA's protest procedures.
- **1.15.2 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.

1.16 Protest – Appeal Hearing:

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

1.17 Appeal Hearing Procedures:

- 1.17.1 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:
 - **1.17.1.1** The request for an appeal hearing must contain the specific reasons for the appeal and all supporting data for those reasons.
 - **1.17.1.2** 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.
 - 1.17.1.3 After a complete review of the alleged aggrieved protestant's written request and supporting data, if the ED 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



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protestant's request for an administrative hearing. This decision shall be final without further administrative recourse.

- 1.17.1.4 After a complete review of the protest and findings, if the 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.
- **1.17.1.5** Such written decision delivered to the Protester shall exhaust the SNRHA's internal protest and administrative appeal process available.

Important

RESTRICTED COMMUNICATIONS REGARDING THIS IFB:

Bidder's Responsibilities—Contact With the SNRHA: It is the responsibility of the Bidder to address all communication and correspondence pertaining to this IFB process to the SNRHA Contact noted only. Bidders must not make inquiry or communicate with any other SNRHA staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement will be cause for the SNRHA not to consider the bid/proposal submittal received from any Bidder who has not abided by this directive.



2.0 Scope of Work /Technical Specifications:

The SNRHA is seeking proposals from qualified companies, State of Nevada Contractors Licensed for Painting Interior and Exterior and Stucco Repairs to provide the required services. SNRHA reserves the right to award more than one contract for this service.

2.1 General Requirements: Bidder must be a duly licensed contractor in the State of Nevada for the category of work. Contractor shall provide quality and reliable painting and refinishing services on an as needed basis. The successful Bidder shall, as required by State of Nevada, Clark County and City regulations or manufacturer's requirements and/or recommendations, provide the detailed services described in this section.

2.2 Labor Rates:

- **2.2.1 Public Housing Rates:** Work to be performed on SNRHA Public Housing sites is subject to Davis-Bacon wage requirements for all contracts where the construction is estimated to be over \$2,000. This is the minimum wage scale for laborers working under the contract awarded as a result of this IFB.
- 2.2.2 Affordable Housing Sites: Work performed on Affordable Housing sites <u>are not</u> subject to Davis Bacon Wages or its requirements noted below.
- 2.2.3 Davis Bacon Wages General Decision Number: NV20220042 9/30/2022 Construction Type: Residential -Attachment No. 4
 - 2.2.3.1 Requirements: Weekly Certified Payroll (WH347) refer to Attachment No 4. must be submitted to SNRHA during the service period to:

Irma Solis
Development and Modernization Dept.
340 N. 11th Street
Las Vegas, NV 89101
(702) 477-3152 Email: Isolis@snvrha.org

- **2.2.3.2** Failure to submit certified payroll documents on a timely basis shall result in withheld payment of invoices.
- **2.2.3.3 SNRHA Interviews:** During the site work SNRHA will conduct on-site inspections including interviews with laborers;
- **2.2.4 Work Assignments/Task Orders Procedures:** When the SNRHA has a request for services the Contractor will receive a call or email to inspect the site.
- 2.2.5 The Task Order will be a standard form developed by the <u>Contractor and subject to SNRHA</u> approval; The Task Order shall include the following information for every job assignment:
 - 2.2.5.1 1). Contractor 's company name, address, phone and email; Site Manager



Name who is managing the job assignment;

- 2). A complete description of the work required including the location;
- 3). Detail of the Cost include the total Cost of the job;
- 4). Start and Completion date.
- 5). Davis Bacon Wages apply -or- Davis Bacon is not applicable; (To be provided by SNRHA Amp/Property Manager)
- **SNRHA Authorization for work to proceed**; Upon approval from the SNRHA Property Manager; the Contractor shall proceed with the work.
- 7) SNRHA Signature for Completion of Work; include a place for comments:
- **2.2.6 Notice to Proceed:** Task Order once authorized by all parties shall work as a Notice to Proceed for the Contractor to proceed with work
- 2.2.7 Completion of Task Orders: Task Order completion dates are to be mutually agreed to by the SNRHA and the Contractor. Once the Bidder has completed the requested work, he/she shall obtain a signature from the SNRHA on-site personnel certifying that the work was completed in a satisfactory manner. All work will be completed in accordance with industry standards.
- **2.2.8 Call Backs:** Call backs are defined as repeat visits due to the following:
 - 2.2.8.1 Workmanship Rescheduled visits with Contractor as a result of poor workmanship and failure to comply with SNRHA requirements shall result in Contract taking corrective actions to improve the quality of work at their own cost expense until such time as approval is received by the SNRHA.
 - 2.2.8.2 Liquidated Damages: If Contractor fails to meet the job completion date SNRHA shall fine the Contractor \$100.00 per day until the job is completed;
 - **2.2.8.3 SNRHA Not Ready** Rescheduled job without SNRHA providing 24 hrs. prior notification to reschedule; shall be charged to SNRHA at the same rate provided by the Contractor in the cost proposal:
 - **2.2.8.4 Failure of Contractor** Rescheduled visits due to contractor's failure to provide service at the agreed scheduled date and time; without providing 24 hrs. prior notification to SNRHA; shall result in a payment and/or credit to SNRHA equal to the amount proposed in item. 2.2.8.3:
- 2.3 Preparation Previous Painted Surfaces
 - 2.3.1 Comply with all requirements for preparation as detailed in Paints and Coating Section 09 91 00 (Appendix A) inclusive of the following requirements for existing, previously painted surfaces:

- 2.3.2 Clean all surfaces free of all dirt, dust, loose and unsound paint coatings and other foreign matter by hydro-wash method with additional scraping and sanding as required. Provide a clean, sound surface for the new paint coatings.
- **2.3.3** Repair cracks and voids in plaster surfaces.
- 2.3.4 Prior to surface preparation and painting operations, mask, remove or otherwise adequately protect all hardware, accessories, machined surfaces, plates, fire sprinkler heads, lighting fixtures and similar items in contact with painted surfaces but not scheduled to receive paint.
- **2.3.5** Spot prime exposed nails and other metals which are to be painted with emulsion paints, using a primer recommended by the manufacturer of the coating system.
- **2.3.6** Clean all ferrous metal surfaces until they are completely free from dirt, oil and grease. After cleaning, apply one coat of the specified primer the same day to all ferrous metal surfaces scheduled to be painted.
- 2.3.7 Clean all galvanized metal surfaces thoroughly with solvent until they are completely free from dirt, oil and grease. Then treat thoroughly with phosphoric acid etch. Remove all excess etching solution and allow to dry completely before application of paint.

2.4 Application

As detailed in Paints and Coating Section 09 91 00 (Appendix A) inclusive of the following:

- **2.4.1** Contractor shall paint all gypsum wallboard, wall, celling surfaces, doors, jambs, window jambs, trim, door casing, base board, shelving, closets, and other architectural
- **2.4.2** Apply products in accordance with manufacturer's instructions.
- **2.4.3** Do not apply finishes to surfaces that are not dry.
- **2.4.4** Apply each coat to uniform finish.
- **2.4.5** Apply each coat of paint slightly darker than preceding coat unless otherwise approved.
- **2.4.6** Sand lightly between coats to achieve required finish.
- **2.4.7** Allow applied coat to dry before next coat is applied.
 - **2.4.7.1** Where clear finishes are required, tint fillers to match wood. Work fillers into
 - **2.4.7.2** the grain before set. Wipe excess from surface.
- **2.4.8** Prime back surfaces of interior and exterior woodwork with primer paint.
 - **2.4.8.1** Prime back surfaces of interior woodwork scheduled to receive stain or varnish finish with gloss varnish reduced 25 percent with mineral spirits.



2.5 Cleaning

As detailed in Paints and Coating Section 09 91 00 (Appendix A) inclusive of the following:

- **2.5.1** Contractor shall clean-up all overspray, and remove all waste and rubbish created by the work, and leave the job site in a clean and orderly manner.
- **2.5.2** As Work proceeds, promptly remove paint where spilled, splashed, or spattered.
- **2.5.3** During progress of Work maintain premises free of unnecessary accumulation of tools, equipment, surplus materials, and debris. Collect cotton waste, cloths, and material which may constitute a fire hazard, place in closed metal containers and remove daily from site.

2.6 Protection:

As detailed in Paints and Coating Section 09 91 00 (Appendix A) inclusive of the following:

- **2.6.1** Contract shall take all steps necessary to ensure that on the areas not designated for painting, are protected
- **2.6.2** Protect elements surrounding the work area from damage or disfiguration.
- **2.6.3** Furnish drop cloths, shields, and protective methods to prevent disfiguring other surfaces.
- **2.6.4** Remove empty paint containers from site.
- **2.6.5** Take all appropriate Safety precautions during the performance of the job in accordance with OSHA regulations.

2.7 Product

2.7.1 Paint and Primer to be supplied by SNRHA. All other paint related products, supplies and equipment are to be provided by the contractor.

2.8 Delivery, Storage and Handling

- **2.8.1** Deliver, store and protect products under provisions of Section 01600. Coordinate location with SNRHA.
- **2.8.2** Deliver products to site in sealed and labeled containers; inspect to verify acceptance.
- **2.8.3** Container labeling to include manufacturer's name, type of paint, brand name, drying time, cleanup, color designation, and instructions for mixing and reducing.



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- **2.8.4** Store paint materials at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in well ventilated area, unless required otherwise by manufacturer's instructions.
- **2.8.5** Take precautionary measures to prevent fire hazards and spontaneous combustion.

2.9 Verification of Estimates:

The unit square footage of the Units provided in Section 3 below are estimates. It is the Contractors responsibility to verify the square footage and linear footage for each task order/job assignment. Each Task Order is subject to Authorization by SNRHA representative prior to work commencing.

2.10 Service Time:

Contractor shall contact SNRHA to schedule a site inspection within 24 hours of the service request. Unless other arrangements are made with SNRHA Representative, such work shall be completed during normal business hours, Monday-Thursday (except legal holidays), 7:00 a.m. – 6:00 p.m. If the contractor is not able to complete the work within the required time period, Contract shall notify SNHRA immediately and secure the service-site in a manner approved by SNRHA.

- **2.11 Security of Premises**: Contractor shall not leave the premises assigned without ensuring it is properly secured.by SNRHA. Once Contractor is in possession of the unit is release to the Contractor; said Contractor is liable for any and all damages incurred while performing work in unit and until all work is completed and the unit has been released and signed off as completed by SNRHA.
- **2.12 Warranty/Guarantee:** All work provided by any Bidder pursuant to any contract that ensues from this IFB shall be warranted or guaranteed for workmanship by that Bidder for a period of time of not less than 1 year (this does not overrule the product guarantee or warranty and does not, of course, apply to damage or Acts of God).
- **2.13 SNRHA Properties:** Section 3.0 contains a list of SNRHA Development and office buildings developments within Clark County, Nevada. The Scattered Sites homes are not listed, however they shall be assigned as a part of the contract awarded.
- **2.13.1** SNRHA Scatter Site Homes, approx. 500 (single family homes) are a part of this solicitation but not listed.



SNRHA DEVELOPMENTS/PROPERTY LIST

NO	PROPERTY/ADDRESS (Updated April 20, 2021)		UNITS	TYPE
1	Aida Brents Gardens, 2120 Vegas Dr., LV, NV 89106	(PH)	24	Senior
2	Archie Grant Park, 1720 & 1721 Searles Ave., LV, NV 89101	(AH)	125	Senior
3	Arthur D. Sartini Plaza Annex, 5200 Alpine St., LV, NV 89107	(PH)	39	Senior
4	Arthur D. Sartini Plaza, 900 Brush St., LV, NV 89107	(PH)	220	Senior
5	Bassler /McCarran/ Statz, Bassler, McCarran & Statz Sts, NLV, 89030	(AH)	20	Family
6	Bennett Plaza 1818 Balazar LV, NV 89106	(AH)	20	Senior
7	Biegger Estates, 5701 Missouri Avenue, LV, NV 89122	3PM- RAD	119	Family
8	Brown Homes, Flamingo & Perry Streets, LV, NV 89122	(AH)	124	Family
9	Dorothy Kidd Park, 3903 Stewart Ave., LV, NV 89110	(AH)	107	Senior
10	Ernie Cragin Terrace, Valley & 28 th St., LV, NV 89101	(PH)	40	Family
11	Espinoza Terrace, 171 Van Wagenen St., HN, NV 89015	RAD-AH	100	Senior
12	Eva Garcia Mendoza, 1950 N Walnut Ave., LV,NV 89115	(AH)	128	Family
13	Hampton Court, 1030 Center St., HN, NV 89015	(PH)	100	Family
14	Harry Levy Gardens, 2525 W. Washington Ave., LV, NV 89106	(PH)	150	Senior
15	Housing Programs Office, 380 N. Maryland Parkway, LV, NV 89101	(AH)		ce Building
16	Howard Cannon Center, 340 N. 11 th St., LV, NV 89101	(AH)		ce Building
17	Hullum Homes, 4980 E. Owens Ave., LV, NV 89115	(PH)	59	Family
18	James Down Towers, 5000 W. Alta Ave., LV, NV 89107	(PH)	200	Senior
19	Janice Brooks Bay, 5201 Walnut Ave., LV, NV 89110	(AH)	100	Family
20	Jones Gardens, 1750 Marion Dr., LV, NV 89115	(PH)	90	Family
21	Landsman Gardens, 750 Major Avenue, HN, NV 89015	3PM-RAD	100	Family
22	Lubertha Johnson, 3900 Perry St., LV, NV 89122	(RAD AH)	112	Senior
23	Marble Manor Annex, MLK & Wyatt, LV, NV 89106	(PH)	20	Family
24	Marble Manor, Washington & H Streets, LV, NV 89106	(PH)	235	Family
	Marble Manor, Washington & "J" St. LV 89106	(1.1.)		
	Marble Manor, Washington & Down Way, LV 89106			
	Marble Manor, Washington & "N" St. LV 89106			
25	Otto Merida Desert Villas, 3901 E. Charleston Blvd, LV, NV 89110	3PM/ PH +LIHTC	60	Family
26	Robert Gordon I-VII, 420 N. 10th St., LV, NV 89101	(AH)	206	Senior
27	Robert Gordon Plaza VIII, 322 N. 10th St., LV, NV 89101	(AH)	43	Senior
28	Rulon Earl Mobile Manor #1, 3909 E. Stewart Ave., LV, NV 89110	(AH)	71	Senior
29	Rulon Earl Mobile Manor #2, 3903 E. Stewart Ave., LV, NV 89110	(AH)	51	Senior
30	Scattered Site Homes (Single Family Homes) QTY:AFH:185; PH:386	AFH & PH	571	Family
31	Schaffer Heights, 2901 Schaffer Circle, LV, NV 89121	(PH)	75	Senior
32	Sherman Gardens Annex, 909 Doolittle St., LV, NV 89106	(PH)	154	Family
33	Sherman Gardens, 1701 N. "J" St., LV, NV 89106	(PH)	80	Family
34	Simmons Manor, 5385 Austin John Ct., LV, NV 89122	(PH)	61	Family
35	Vera Johnson A, 1200 Harris Avenue, LV, NV 89101	3PM- RAD	76	Family
36	Vera Johnson B, 503 N Lamb Blvd., LV, NV 89110	3PM RAD	112	Family
37	Villa Capri, 1801 N "J" St., LV, NV 89106	(PH)	60	Family
38	W. F. Cottrell Admin Building, 5380 E. Flamingo Road 89122	(AH)	Offic	e Building
	Flamingo Warehouse 5380 E. Flamingo Road 89122	(AH)		arehouse
39	Wardelle Townhouses700 Wardelle St., LV 89101 QTY: AH:20 PH:56	(PH/AH)	76	Family

SNRHA DEVELOPMENT - ABBREVIATIONS

AH/AFH = Affordable Housing Program or housing that is not federally subsidized

LIHTC=Low Income Home Tax Credit

RAD= Rental Assistance Demonstration Program Conversion

Scattered Site Homes=Single-family homes located throughout Clark County, NV

3PM=Third Party Management

PH=Public Housing or Federally subsidized housing



3.0 Continued Information on the Units at each Development

NOTE: DEVELOPMENTS NOTED AS AFH ARE NOT SUBJECT TO DAVIS BACON WAGES OR THE REQUIREMENTS;

SNRHA Administrative Buildings	(*AFH)	SQ FT
340 N. 11th Street, Las Vegas NV 89101		29,481 sq. ft.
5390 E. Flamingo Road, Las Vegas, NV 89122		17,926.sq. ft.
Housing Programs 380 N. Maryland Pkwy, Las Vegas, NV 89101		9,909 sq. ft.
SNRHA DEVELOPMENTS	TOTAL AMOUNT:	32

Archie Grant Park - 1720 Searles Avenue- Las Vegas, Nevada 89101 - (*AFH)

Description	Sq. Ft.	Unit Type	# of Units
Exterior		Building(s)	35
Community Centers/Laundry	2,889	Building(s)	1
Comm. Ctr./Mgmt. Office/Maintenance Shop	2,974	Building(s)	1
Studio (Interior)	430	Apt	20
1-Bdrm (Interior)	379	Apt	40
2-Bdrm (Interior)	898	Apt	3

Archie Grant Park - 1721 Searles Avenue- Las Vegas, Nevada 89101 (*AFH)

Description	Sq. Ft.	Unit Type	# of Units
Exterior		Building(s)	Included Above
Studio (Interior)	381	Apt	20
1-Bdrm (Interior)	586	Apt	32
2-Bdrm (Interior)	728	Apt	7

ERNIE CRAGIN TERRACE - 505 N. LAMB STREET - LAS VEGAS, NEVADA 89110 AMP304

Description	Sq. Ft.	Unit Type	# of Units
Exterior		Building(s)	20
1-Bdrm (Interior)	560	Apt	7
2-Bdrm (Interior)	700	Apt	18
3-Bdrm (Interior)	1,128	Apt	13
4-Bdrm (Interior)	1,220	Apt	2

ESPINOZA TERRACE 171 VAN WAGENEN, HENDERSON, NV 89015 (*AFH)

Description	Sq. Ft.	Unit Type	# of Units
Exterior	10.68	Building(s)	
Office/CC/Maintenance (Interior)	3930	Apt	1
Studio (Interior)	315	Apt	60
2-bdrm (Interior)	440	Apt	36
3-bdrm (Interior)	730	Apt	4

HAMPTON COURT - 1030 CENTER STREET - HENDERSON, NEVADA 89015 - AMP# 317

Description	Sq. Ft.	Unit Type	# of Units
Exterior		Building(s)	34
CC Bartlett Ctr. (Interior)	1,934	Apt	1
Empty Bldg. (Interior)	253	Apt	1

INVITATION FOR BIDS IFB# B23011 PAINTING SERVICES-INTERIOR VACANT UNITS & EXTERIOR BLDGS

(Constructio	n)

Office (Interior)	413	Apt	1
Resident Ctr. (Interior)	253	Apt	1
Studio (Interior)	392	Apt	14
1-bdrm (Interior)	534	Apt	20
2-bdrm (Interior)	704	Apt	30
3-bdrm (Interior)	855	Apt	36

HARRY LEVY GARDENS - 2525 W. WASHINGTON AVENUE - LAS VEGAS, NV 89103

Description	Sq. Ft.	Unit Type	# of Units
Exterior		Building(s)	1
Common Areas	19,000	Building(s)	1
Maintenance Shop	900	Building(s)	1
1-Bdrm (Interior)	450	Apt	102
2-Bdrm (Interior)	777	Apt	2

MARBLE MANOR, [Washington St & "H"; "J"; "N", & Down Way 11320 Morgan LV, NV 89106

Description	Sq. Ft.	Unit Type	# of Units
Exterior		Building(s)	143
Community Center (Interior)	1,200	Building(s)	1
1-Bdrm (Interior)	568	Apt	35
2-Bdrm (Interior)	740	Apt	97
3-Bdrm (Interior)	876	Apt	38
4-Bdrm (Interior)	1,064	Apt	35

MARBLE MANOR ANNEX - MARTIN LUTHER KING & WYATT - LV, NV 89106

Description	Sq. Ft.	Unit Type	# of Units
Exterior		Building(s)	13
Community Center (Interior)	1,100	Building(s)	1
1-Bdrm (Interior)	568	Apt	1
2-Bdrm (Interior)	740	Apt	10
3-Bdrm (Interior)	876	Apt	5
4-Bdrm (Interior)	1,100	Apt	4

SHERMAN GARDENS ANNEX - 909 DOOLITTLE & "H" STREET - LV, NV 89106 AMP#309

Description	Sq. Ft.	Unit Type	# of Units
Exterior		Building(s)	81
Office/Maintenance Shop (Interior)	3,325	Building(s)	1
1-Bdrm (Interior)	560	Apt	24
2-Bdrm (Interior)	700	Apt	53
3-Bdrm (Interior)	1128	Apt	58
4-Bdrm (Interior)	1,220	4-Bdrm (Interior)	16

SHERMAN GARDENS - 1701 N. "J" STREET - LV, NV 89103 - AMP# 312

Description Sq. Ft. Unit Type # @

Exterior		Building(s)	8
Management Office/Maintenance Shop	3,325	Building(s)	1
Community Center	1,000	Building(s)	1
2-Bdrm (Interior)	1,491	Apt	80

VILLA CAPRI - 1801 N. "J" STREET - LV, NV 89103 AMP#312

Description	Sq. Ft.	Unit Type	# of Units
Exterior		Building(s)	13
Community Center/Maintenance Shop	2,333	Building(s)	1
2-Bdrm (Interior)	783	Apt	40
3-Bdrm (Interior)	1197	Apt	20

ARTHUR D. SARTINI PLAZA - 900 S. Brush Street - LV, NV 89107

Description	Sq. Ft.	Unit Type	# of Units
Exterior		Building(s)	1
Maintenance Shop	1,020	Building(s)	1
Common Areas	42,533	Building(s)	1
1-Bdrm (Interior)	720	Apt	218
2-Bdrm (Interior)	1088	Apt	2

JAMES DOWN TOWERS - 5000 W. Alta - LV, NV 89107 - AMP# 307

Description	Sq. Ft.	Unit Type	# of Units
Auxiliary Interior	5,492	Building(s)	1
Exterior High Rise		Building(s)	1
Common Areas (High Rise Bldg.)	22,720	Building(s)	1
1-Bdrm (Interior)	390	Apt	198
2-Bdrm (Interior)	686	Apt	2

JANICE BROOKS BAY - 5201 Walnut Avenue - LV, NV 89110 (*AFH)

Description	Sq. Ft.	Unit Type	# of Units
Exterior		Bldg.	15
Office/CC/Laundry (Interior)	2,275	Bldg.	1
1-bdrm (Interior)	736	Apt	33
2-bdrm (Interior)	834	Apt	48
3-bdrm (Interior)	1,090	Apt	10

HULLUM HOMES - 4980 E. Owens Avenue - LV, NV 89115 AMP# 318

Description	Sq. Ft.	Unit Type	# of Units
Exterior		Bldg.	15
EOB Head Start (Interior)	1,495	Apt	1
2-bdrm (Interior)	1,063	Apt	40
2-bdrm-HC (Interior)	1,063	Apt	2
3-bdrm (Interior)	1,307	Apt	13
4-bdrm (Interior)	1,578	Apt	4



JONES GARDENS - 1750 Marion Drive - LV, NV 89115 - AMP# 318

Description	Sq. Ft.	Unit Type	# of Units
Exterior		Bldg.	27
EOB Head Start (Interior)		Apt	1
Office/CC (Interior)	1,988	Apt	1
2-bdrm (Interior)	828	Apt	57
2-bdrm-HC (Interior)	848	Apt	3
3-bdrm (Interior)	1,050	Apt	20
3-bdrm-HC (Interior)	1,048	Apt	2
4-bdrm (Interior)	1,188	Apt	8

EVA GARCIA MENDOZA PLAZA - 1950 N. Walnut Rd., LV, NV 89115 (*AFH)

Description	Sq. Ft.	Unit Type	# of Units
Exterior		Bldg.	7
Computer Rm. (Interior)		Apt	1
2-bdrm (Interior)	1,100	Apt	128
3-bdrm (Interior)	1,300	Apt	1

SCHAFFER HEIGHTS - 2901 SCHAFFER CIRCLE - LV, NV 89121 - AMP# 319

Description	Sq. Ft.	Unit Type	# of Units
Exterior		Bldg.	20
Office/CC (Interior)	2,148	Apt	1
1-bdrm (Interior)	546	Apt	70
2-bdrm (Interior)	597	Apt	5

BIEGGER ESTATES - 5701 MISSOURI ST., #35 - LV, NV 89122- AMP#319

Description	Sq. Ft.	Unit Type	# of Units
Exterior		Bldg.	34
Office/EOB-WIC (Interior)	2,700	Apt	1
2-bdrm (Interior)	834	Apt	83
2-bdrm-HC (Interior)	840	Apt	4
3-bdrm (Interior)	1,050	Apt	20
3-bdrm-HC (Interior)	1,075	Apt	2
4-bdrm (Interior)	1,118	Apt	10

SIMMONS MANOR - 5385 AUSTIN JOHN COURT - LV, NV 89122 - AMP# 319

Description	Sq. Ft.	Unit Type	# of Units
Exterior		Bldg.	13
Office/CC/Maintenance (Interior)	2,488	Apt	1
2-bdrm-HC (Interior)	800	Apt	3
2-bdrm (Interior)	905	Apt	24
3-bdrm (Interior)	1,143	Apt	30
4-bdrm (Interior)	1,346	Apt	4



BROWN HOMES - 5380 E. FLAMINGO - LV, NV 89122 (*AFH)

Description	Sq. Ft.	Unit Type	# of Units
Exterior		Bldg.	31
CC/EOB Kaufman (Interior) Center/Head Start (Interior)		Bldg.	1
1-bdrm (Interior)	580	Apt	34
2-bdrm (Interior)	745	Apt	50
3-bdrm (Interior)	950	Apt	10

MARION D. BENNETT, PLAZA 1818 BALZAR AVE. LV, NV 89106 (*AFH)

Description	Sq. Ft.	Unit Type	#Units/Bldgs.
Interior			
1 –Bdrm.	702	Apt	35
1 – Bdrm.	712	Apt	25
2 – Bdrm.	869	Apt	5

LUBERTHA JOHNSON ESTATES 3900 PERRY STREET, LV, NV 89122

Description	Sq. Ft.	Unit Type	# of Units
Exterior		Building(s)	10
1 – Bdrm.	540	Apt	89
2 – Bdrm.	810	Apt	23
Community Center	6032	Building	1

ROBERT GORDON PLAZA I-VII - 420 N.10th STREET - LV, NV 89101 (*AFH)

Description	Sq. Ft.	Unit Type	# of Units
Exterior		Building(s)	54
Maintenance Shop	912	Building(s)	1
Community Center	2,432	Building(s)	1
1-Bdrm (Interior)	550	Apt	202
2-Bdrm (Interior)	775	Apt	4

ROBERT GORDON PLAZA/VIII - 450 N. 11th Street - LV, NV 89101 (*AFH)

Description	Sq. Ft.	Unit Type	# of Units
Exterior		Building(s)	1
Common Areas	4,733	Building(s)	1
1-Bdrm (Interior)	384	Apt	37
2-Bdrm (Interior)	1,002	Apt	3

DOROTHY KIDD MOBILE HOME PARK 5380 E. Flamingo Rd, LV, NV 89122 (*AFH)

Description	Sq. Ft.	Unit Type	# of Units
Office/CC (Interior)	2,488	Building(s)	1

RULON FARI MOBILE HOME PARK 3901 F. Stewart, LV. NV (*AFH)

NOLON LAKE MOD	ROLON LAKE MODILE HOME I AKK 5501 E. Stewart, EV, HV (AFT)				
Description		Sq. Ft.	Unit Type	# of Units	
1-Bdrm			Building(s)	3	
2-Bdrm		1,080	Building(s)	45	
1-Bdrm			Building(s)	3	

INVITATION FOR BIDS IFB# B23011 PAINTING SERVICES-INTERIOR VACANT UNITS & EXTERIOR BLDGS

(Construction)

BASSLER-MCCARRAN 2412 MCMARREN, NLV, NV 89030 (*AFH)

Description	Sq. Ft.	Unit Type	#Units/ Bldgs
BASSLER 0-Bdrm	429		3
Statz 1 -bdrm	900	LOFTS	
BASSLER 1-Bdrm	550		9
BASSLER 2-Bdrm	842		8
MCCARRAN-2 BDRM	900		

WARDELLE TOWNHOMES 700 Wardelle St., LV 89101

1-BDRM	76 UNITS	
2-BDRM		
3-BDRM		

AIDA BRENT GARDENS 2120 VEGAS DRIVE LV 89106

Description	Sq. Ft.	Unit Type	#Units/ Bldgs.
1 BDRM			24

*SITES NOTED AS AFH -DAVIS BACON IS NOT APPLICABLE

SQ. FT. OF ALL UNITS NOT AVAILABLE; CONTRACTOR MUST VERIFY THE SQ.FT. FOR EACH TASK ORDER ASSIGNMENT.



4.0 SOLICITATION PROCEDURES & SUBMISSION INSTRUCTIONS:

Submission Responsibilities: It shall be the responsibility of each Bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the SNRHA, including this IFB document, the documents listed within the following Section and any addenda and required attachments submitted by the Bidder. By virtue of completing, signing and submitting the completed documents, the Bidder is stating his/her agreement to comply with all the conditions and requirements set forth within these documents. The Bidder has to receive written authorization from SNRHA PM to exclude any of the SNRHA requirements contained within these documents. Without this authorization the bid may be cause for that Bidder to not be considered for award.

4.0 Obtaining the Solicitation: The solicitation document is available for download from Nevada Government E-Marketplace (NGEM) internet site and for SNVRHA.org website click on "Doing Business." At both locations the solicitation document can be accessed by the IFB No. B23011. **Note:** To submit a bid companies have to be registered in NGEM.

4.1 PRE -BID MEETING VIDEO CONFERENCE

- 4.1.1 Pre-Bid Meeting Video Conference shall be conducted on October 24, 2022 @ 9:00am;
 All companies planning on attending this Pre-Bid Meeting must email the SNRHA contact person to confirm your attendance and provide your contact information.
- 4.1.2 The Meeting shall be conducted via Microsoft Teams Meeting:

 Join on your computer or mobile app. Click here to join the meeting

Meeting ID: 219 605 619 293

Passcode: h8uLQ6

Download Teams | Join on the web

Or call in (audio only)

<u>+1 323-406-1159,,693173885#</u> United States, Los Angeles

Phone Conference ID: 693 173 885#

- 4.1.3 NOTE: All companies planning on attending this Pre-Bid Meeting must email Wanda Beckett at Procurement@SNVRHA.org to confirm your attendance and provide your company name, and your contact information.
- **4.1.4** Agenda for Pre-Bid Meeting: The Agenda for this Pre-Bid Meeting has been posted under the "Attachments" tabs in NGEM.
- 4.1.5 Question Submission Deadline: All Questions <u>must be</u> submitted in NGEM by November 17, 2022 @ 10:00 am. (PST). Any questions received after this deadline will not receive a response. Do not email SNRHA directly.
- **4.1.6** Addendums to this IFB: All answers to questions and points of clarification will be responded to in writing and issued in the form of an "Addendum" posted in NGEM and on SNRHA website: snvrha.org click on "Doing Business" It is the responsibility of all bidders to ensure that they received all the Addendums prior to the closing of this IFB.
- 4.1.7 Important: All Addendums must be logged and date on the "*Proposal Submission and Format Checklist*" contained in Attachment No. 1 of the IFB and submitted in the hardcopy proposal.



4.2 SUBMISSION INSTRUCTIONS:

4.2.1 SUBMISSION DEADLINE:

All Bids and Hardcopy Proposals must be submitted by:

NOVEMBER 28, 2022 @ 10:00am Late Submission will not be accepted;

- 4.2.1.1 <u>Public Bid Opening:</u> No public bid opening due to the number of cost items required. Bid results will be emailed to all bidders;
- 4.2.2 As noted this is a Two (2) Step Submission Process ref.4.2.3 & 4.2.6 must be completed to bid.
 - 4.2.2.1 SUBMISSION REQUIREMENTS:

Both Step I & II Submissions noted below must be submitted by the submission deadline noted above. No exception! If both submissions are not received as required the bidder will be considered non-responsive and cannot be evaluated.

4.2.3 STEP I: COST PROPOSAL: Enter in Nevada Government e-Marketplace (NGEM)

(website: https://www.ngemnv.com/) the proposed Cost Proposal for five (5)

Years: 1] Locate this IFB by the IFB number; 2] At the top of the screen is a Tab labeled "Line Items (12)" enter the cost for each service year and section. The Services noted in NGEM are as follows for 5 years (ref. sample noted in item # 4.4.3.5 below):

4.2.3.1 If awarded a contract the proposed cost shall be applied to SNRHA service requirements for every task order, amendment/change order; as it relates to each job assignment.

4.2.3.2 The following items is only an example of the required cost proposed within NGEM the Internet System.

	ito Em the internet System.		
1	YEAR 1 & 2	header	
	INTERIOR AND EXTERIOR PAINTING -RESIDENTIAL VACANT UNITS & SINGLE FAMILY HOMES (SCATTERED SITES)		
	THE COST ENTERED IN THIS SECTION ARE SUBJECT TO DAVIS BACON WAGES (FEDERALLY FUNDED SITES)		
	Public Housing Sites listed in Section 3.0 of the solicitation document. The Davis Bacon Wage Decision containing the Wage		
	Rates are contain in Attachment 4 of the Solicitation		
	PUBLIC HOUSING SITES - FEDERALLY FUNDED: DAVIS BACON WAGE RATES MUST BE INCLUDED IN THE		
	RATES PROVIDED.		
	NOTE: ALL COST ENTERED HERE SHALL INCLUDE ALL LABOR, MATERIALS AND PREP WORK		
	COST FOR YEARS 1 & 2 MUST REMAIN THE SAME & CANNOT BE INCREASED. YEAR 3, 4 & 5 MAYBE INCREASE		
	ONLY BY 5% FOR EACH YEAR.		
1.1	1 HRLY RATE	HRLY	
	YR. 1 & 2 PAINTER HOURLY RATE -INTERIOR/EXTERIOR PAINTER	RATE	
	Subject to Davis Bacon Wage Decision. The Davis Bacon Wage Decision includes the minimum hourly wage rate.		
	The hourly wage rates must including the fringe benefits if any is listed on the Wage Decision. Item Notes: Painter		
	Hourly Wage - Subject to Davis Bacon Wages Requirements.		
-		111	
2	YEAR 1 & 2	Header	
	INTERIOR AND EXTERIOR PAINTING -RESIDENTIAL VACANT UNITS & SINGLE FAMILY HOMES (SCATTERED SITES)		
	AFFORDABLE HOUSING - Non Federal Sites do not apply Davis Bacon Wages and Requirements to the cost in this section.		
	A list of the Affordable Housing Sites has been provided in Section 3.0 of the Solicitation.		
	INTERIOR AND EXTERIOR PAINTING -RESIDENTIAL VACANT UNITS & SINGLE FAMILY HOMES (SCATTERED SITES)		
	AFFORDABLE HOUSING - NON-FEDERALLY FUNDED - DAVIS BACON WAGE RATES DO NOT APPLY.		
	COST FOR YEARS 1 & 2 MUST REMAIN THE SAME & CANNOT BE INCREASED. YEAR 3, 4 & 5 MAYBE INCREASE ONLY BY 5%		

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INVITATION FOR BIDS IFB# B23011
PAINTING SERVICES-INTERIOR VACANT UNITS & EXTERIOR BLDGS
(Construction)

		FOR EACH YEAR.	
2	.1	1 HRLY RATE	HRLY
		YR 1 & 2 PAINTERS -HOURLY RATES INTERIOR /EXTERIOR Affordable Housing *Non Federal not subject to Davis Bacon	RATE
		Wages. Item Notes: Painters -Hourly Rate - Non Federal not subject to Davis Bacon	

- 4.2.3.3 Entry of Proposed Fees: To ensure the accuracy of your cost, each bidder must enter their proposed fees for each listed item where provided within the Nevada Government e-Marketplace https://www.ngemnv.com/ Internet System. Please note that the proposed fees submitted by each Bidder are inclusive of all labor, material, equipment, overhead and profit for the required services. For each line item, (sample above in 4.2.3.5) for each year of the service to be provided, the description is not to be considered to be a definitive or "all inclusive" description, but each are brief descriptions designed to give the prospective bidders a general "idea" of each line item. Refer to Section 2.0 Scope of Work/Technical Specifications for more detail.
- **4.2.3.4 Specific line items to be priced:** Once a Bidder has entered the unit costs and/or the line items for each, the System will automatically calculate the listed quantities multiplied by the proposed unit fees entered. The Total Calculated Cost shall determine the Lowest Bidder. Note: Call Back cost are optional; this is the only cost that is an optional entry in NGEM (refer to 2.2.8.3).
- 4.2.3.5 SNRHA requires service rates for the total term (5 years) of the contract to be awarded. Additionally the Hourly Pay Rates is required to ensure that the hourly rates for Public Housing conform to Davis Bacon Wage Decision; and the Affordable Housing is in accordance with State of Nevada labor rates, which is required to be included in the Cost for Services for each Year for Public Housing and Affordable Housing.
- 4.2.3.6 Overtime: SNRHA does not foresee that over-time shall be factor during the course to this contract. Over-time hours shall be pre-approved by SNRHA. If approved by SNRHA over-time shall pursuant to the Contract Work Hours and Safety Standards Act, overtime shall not be less than time and one half for hours worked in excess of 40 hours per week. The SNRHA shall consider regular time to be Monday-Thursday (excluding holidays) 7:00 AM-6:00PM. Accordingly, the SNRHA will pay a rate of 1.5 of the listed hourly rates pursuant to any work the SNRHA requires the Bidder to work specifically during non-regular-time hours. However, the SNRHA shall not be responsible to pay the Bidder for any work that it chooses to work during non-regular-time hours, that is not authorized by SNRHA.
- **4.2.4 Price Escalation:** At the discretion of the SNRHA, at the end of the first two-years of contract period (and at the end of any ensuing extended period), there may be an escalation of no more than five (5%) percent for the proceeding contract years:
 - **4.2.4.1** [Important Note: All escalation cost must be submitted during this solicitation process in Year 3, 4 and 5 to be included in the awarded contract. No changes



can be entered or received after this sonication closes Failure to provide the requested information in NGEM as noted shall result in a No bid.

4.2.5 LABOR RATES:

- 4.2.5.1 Davis Bacon: <u>Public Housing</u> is federally funded and therefore the labor costs this site and the services are subject to Davis Bacon Wage Decision. Davis Bacon Wage Rate Decision (Attachment No. 4) is the <u>minimum wage</u> rate to be applied to the Public Housing sites.
 - 4.2.5.1.1 Note: If the Contractor pays their employees at a rate higher, than the Davis Bacon Wages Decision (which include the rate plus fringe benefits, if applicable), they are considered compliant with the Davis Bacon wage rate. Labor Cost Increases are allowed, in the same amount of any escalation that occurs pertaining to Davis Bacon Wage Rate and in accordance with this solicitation.
- **Affordable Housing Labor Rate**: Bidders may use the hourly wage rate applied to Public Housing; for Affordable Housing sites, but the Labor Rate must be entered in NGEM, no exception. **Note:** <u>The Davis Bacon requirements do not apply to Affordable Housing sites.</u>
- 4.2.5.3 Product Costs allowed in the same amount of the nation-wide escalation that the manufacturer implemented for the specific product(s) that the SNRHA procures from the successful bidder. Such notification shall include detailed justification information, including official notices and/or correspondence from applicable manufacturer(s) detailing the escalation and shall also show written documentation proving such escalation has occurred similarly from at least one other competitor and as well as documentation showing this increase was issued by a competitor within the past six (6) months.
 - **4.2.5.3.1 Notification Must Be Received from Bidder:** The Bidder must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period (s). Such escalations may occur no more than once in any 12-month period with the expressed written consent of the CO.
- 4.2.6 <u>STEP II:</u> HARD COPY PROPOSAL: Three (3) copies of the proposals per the solicitation instructions must be delivered to:

SNRHA - PROCUREMENT DEPT.
ATTN: WANDA BECKETT, CONTRACTS ADMINSTRATOR
340 N. 11TH STREET
LAS VEGAS NV 89101

4.2.6.1 Proposal Submission Format:

INVITATION FOR BIDS IFB# B23011 PAINTING SERVICES-INTERIOR VACANT UNITS & EXTERIOR BLDGS (Construction)

All proposals submitted in response to this IFB must be formatted in accordance with the following noted sequence below (refer to Attachment A-Form of Proposal with Binder Tabs):

- **4.2.6.2 Tabbed Proposal Submittal:** Each category listed below must be separated by numbered index dividers and labeled with the corresponding tabs as noted below:
- 4.2.6.3 Tabbed Bid Submittal: So that the SNRHA can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with Attachment No. 1 Form of Proposal and in the noted sequence. Each category must be separated by numbered index dividers and labeled with the corresponding tab reference as noted below. None of the proposed services may conflict with any requirement the SNRHA has published herein or has issued by addendum.
 - **4.2.6.3.1 Tab No. 1: Form of Proposal:** This Form is attached hereto as **Attachment No. 1** to this IFB Document. This 2-page Form must be fully completed executed where provided thereon and submitted under this tab as a part of the Bid submittal. All Addendums issued must be noted on this form where indicated.
 - 4.2.6.3.2 Tab No. 2: Disclosure of Ownership Form: This form is attached as Attachment No. 2 to this IFB Document and must be fully completed, executed and submitted under this tab as a part of the Bid submittal; Disclosure of Conflict of Interest: This form must be completed, signed, dated and placed under Tab 2 along with the Disclosure of Ownership Form of your submittal. This section shall also contain all current Business Licenses, State of NV, County and City. Contractor Licenses applicable to the required service; If applicable current corporate fillings included LLC, LLP, etc. and/or State of NV Corporation in Good Standing.
 - **4.2.6.3.3 Tab No. 3: Required Solicitation Forms: HUD & SNRHA Forms:** The following forms are attached as <u>Attachment No. 3</u> to this IFB Document and must be utilized and/or executed and returned under this Tab:
 - a) HUD 5369 Instructions to Bidders for Contracts; (Keep for your information)
 - b) HUD 5369-A Representations, Certifications and Other Statement of Bidders; (complete and return under this Tab);
 - c) HUD 5370-C General Conditions for Construction Contracts (Keep for your records)
 - **d)** SNRHA Drug-Free Workplace Certification (Return under this Tab)
 - e) Authorization to Release Information (Return under this Tab)



- f) Non-Collusive Affidavit Certification (Return under this Tab)
- **4.2.6.3.4 Tab No. 4: Proposed Services:** As more fully detailed within *Section 2.0*, *Scope of Bid /Technical Specifications*, of this document, the bidder shall clearly detail at a minimum, under this tab, the following information:
 - a) The Bidder's Company Capability Statement and Detailed description of services to provide the required services. Include method of assigned work and procedures for maintaining level of quality service, etc.
 - b) Company Resume: History of the company. The Bidder's demonstrated experience in performing similar work and the Bidder's demonstrated successful past performance (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this Solicitation;
 - c) Bidder's Technical Capabilities: Resumes of Key Personnel (i.e. Site work supervisors) (in term of personnel, equipment and materials) and Management Structure (including staffing of key positions; Company Quality Control program. How does the company maintain quality control for the service provided.
 - **d)** If appropriate, how staff are retained, screened, trained and monitored;
 - e) The Company Safety Program (Employee training, site safety procedures; provide certifications (OSHA, etc. if applicable);
- 4.2.7 Tab No. 5: Managerial Capacity/Financial Viability: The Bidder must submit under this tab a concise description of its managerial and financial capacity (i.e. Financial Statement from a CPA)to deliver the proposed services, including brief resumes for the persons identified within the Key Personnel Section of Attachment No. 2, Disclosure of Ownership Form. Such information shall include the Bidder's qualifications to provide the services; a description of the background and current organizational chart of the company.
- **4.2.8 Tab No. 6:** Reference Information: The Bidder shall submit a listing of former or current references, including Public Housing Agencies, for whom the bidder has performed similar or like services to those being proposed herein. The listing shall be at least 6 references at a minimum and include the following information:
 - a) The client's name:

- **b)** The client's address;
- c) The client's telephone number; and
- **d)** A brief description and scope of service(s) and the dates the services were provided. Including contract value.
- **4.2.9 Tab No. 7: Equal Employment Opportunity:** The Bidder must submit under this tab a copy of its Company Equal Opportunity Employment Policy.
- 4.2.10 Subcontractor/Joint Venture Information (Optional Item): The Bidder shall identify hereunder whether or not he/she intends to use any sub-contractors for this job, if awarded, and/or if the Bid is a joint venture with another firm. Please remember that all information required from the bidder under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture. If the Bidder does not claim any Joint Venture Partnerships, please place under this tab a statement that reads, "NO SUBCONTRACTOR/JOINT VENTURE PARTNERSHIPS CLAIMED".
- 4.2.11 Tab No. 8 SNRHA Section 3 Clause and Contractor Initial Response Form: 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 Form under this Tab of your Bid. (See Attachment No. 5).
- 4.2.12 Tab No. 9: Section 3 Business Certificate Preference Documentation (Optional Item): For any bidder claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached as Attachment E and any documentation required by that form. If the Bidder does not claim any Section 3 Business Preference, please place under this tab a statement that reads, "NO SECTION 3 BUSINESS PREFERENCE BEING CLAIMED". (See Attachment No. 6).
- **4.2.13 Tab No. 10: Other Information (Optional Item):** The Bidder may include under this tab any other general information that he/she believes is appropriate to assist the SNRHA in its evaluation.
- **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.



4.3 Additional Submission Requirements:

- **4.3.1 Bid Submittal Binding Method:** It is preferred and recommended that the Bidder bind the Bid submittals in such a manner that the SNRHA can, if needed, remove the pages from the binder (i.e. 3-ring binder w/tabs) to make copies then return the Bid submittal to its original condition.
- 4.3.2 Proposal Submission in <u>Sealed Box or Package</u>: The package exterior must clearly denote the above-noted IFB number and name of Solicitation and must have the Bidder's Company name, address, contact person and phone number. Bids submitted after the published deadline will not be accepted. No Exceptions.
- **4.3.3 Submission Conditions:** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained within the IFB Document, either by making or entering onto these documents; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the SNRHA by the Bidder, such may invalidate that Bid.
- 4.4 Submission Responsibilities: It shall be the responsibility of each Bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the SNRHA, including the IFB document, the documents listed within the following Section 4.5, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing and submitting the completed documents, the bidder is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the SNRHA PM to exclude any of the SNRHA requirements contained within the documents may cause that bidder to not be considered for award.
- **4.5 Recap of Attachments:** It is the responsibility of each bidder to verify that he/she has downloaded the following attachments pertaining to this IFB, which are hereby by reference included as a part of this IFB:

ATTACHMENT	ATTACHMENT DESCRIPTION
APPENDIX A	SECTION 09091 00 PAINTS AND COATINGS SNRHA
ATTACHMENT NO. 1	FORM OF PROPOSAL - To be place under Tab No. 1
ATTACHMENT NO. 2	Disclosure of Ownership Form and Bidder's Conflict of Interest Disclosure Form: These documents must be completed, signed and placed under Tab 2 of your submittal. And SNRHA Vendor Information (i.e. System for Award Management (SAM.gov a required registration to do business with SNRHA)
ATTACHMENT NO. 3	U. S. HUD and SNRHA Forms and Information

	HUD 5369 Instructions to Bidders for Contracts; -Keep for your information
	HUD 5369-A Representations, Certifications and Other Statement of Bidders; (Complete and return under this Tab 4);
	HUD 5370-C General Conditions for Construction Contracts (Keep for your records)
	SNRHA Drug-Free Workplace Certification (Return under this Tab)
	Authorization to Release Information (Return under this Tab 4)
	Non-Collusive Affidavit Certification (Return under this Tab 4)
ATTACHMENT NO. 4	DAVIS BACON WAGE DECISION NV20220042 9/30/2022 Construction Type: Residential; Required Forms and information.
ATTACHMENT NO. 5	SNRHA Section 3 Clause and Section 3 Contractor Initial Response, (Complete and place under Tab 8)
ATTACHMENT NO. 6	Section 3 Business Concerns Preference (Optional submission), (if applicable, place only the Section 3 Certificate only not these forms under Tab 9)
ATTACHMENT NO. 7	SNRHA Sample Contract (please note that these are sample documents onlythe HA reserves the right to revise any clause herein and/or to include within the ensuing documents any additional clauses that the HA feels it is in its best interests to do so).

- **5.0 Bid Evaluation/Results:** All bids received will not be opened and read publicly due to the number of cost items required in the solicitation. Bidders will be notified via email as to the bid results after evaluation of bids. SNRHA will disclose the Bidder's (company) name and the total calculated amount of bid submitted for the 5 years. Please note the following additional information pertaining to the Bid Evaluation/Results:
 - **5.1 Bid Results:** A copy of the Bid Results will be made available to each Bidder via their email addresses provided in NGEM.
 - **Ties:** In the case of a tie, the award shall be decided as detailed within Equal Bids, Section 6.12.C of HUD Procurement Handbook 7460.8 REV2.
 - **5.3 Responsive Evaluation:** After the public opening the "hard copy" bid submittals received will be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Entities not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the SNRHA in a timely manner (in any case, in no less than 10 days after such determination is made).
 - 5.4 Responsible Evaluation: The SNRHA will evaluate the apparent lowest responsive Bidder to ensure that he/she is responsible (i.e. an entity that is qualified, responsible and able to provide to the SNRHA the required services). If the SNRHA ascertains that such entity has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the SNRHA may proceed with award. If the SNRHA determines that such entity is deemed to be not responsible, such firm will be notified of such in writing by the SNRHA in a timely manner (in any case, in no less than 5 days after such determination is made); in such case the SNRHA may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.



5.4.1 Depending on the amount of the award (typically for awards greater than \$150,000.00), it is possible that the SNRHA may take such contract award to its Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.

Restrictions: Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a Bidder's entity will be excluded from participation in the evaluation of the bids.

6.0 CONTRACT AWARD:

Note: It is SNRHA intent to award more than one contract if it's feasible and in the best interest of SNRHA to do so.

- **6.1 Lowest Responsive and Responsible Bidder:** Award of an IFB is made to the responsive and responsible bidder that submits the lowest calculated cost.
- **6.2 Contract Award Procedure:** If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:
 - 6.2.1 By completing, executing and submitting the Form of Bid, Attachment No. 1, the bidder is thereby agreeing to "abide by all terms and conditions pertaining to this IFB as issued by the SNRHA, either in hard copy or on the noted Internet System, including an agreement to execute the attached Sample Contract form as well as any Attachments. Accordingly, the SNRHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case the SNRHA has no power or authority to negotiate any clauses contained within any attached HUD documents.
- **Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the SNRHA pursuant to this IFB:
 - Contract Form: The SNRHA will not execute a contract on the successful Bidder's form-contracts will only be executed on the SNRHA form (please see Sample Contract, Attachment No.7), and by submitting a Bid the successful bidder agrees to do so (please note that the SNRHA reserves the right to amend this form as the SNRHA deems necessary). However, the SNRHA will consider any contract clauses that the bidder wishes to include therein, but the failure of the SNRHA to include such clauses does not give the successful bidder the right to refuse to execute the SNRHA's contract form. It is the responsibility of each prospective bidder to notify the SNRHA, in writing, prior to submitting a Bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The SNRHA will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by the SNRHA's response (decision), then that prospective bidder shall be deemed ineligible to submit a Bid.



- **Assignment of Personnel:** The SNRHA shall retain the right to demand and receive a change in personnel assigned to the work if the SNRHA believes that such change is in the best interest of the SNRHA and the completion of the contracted work.
- 6.3.3 Unauthorized Sub-Contracting Prohibited: The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the SNRHA Contracting Officer (CO). Any purported assignment of interest or delegation of duty, without the prior written consent of the SNRHA CO shall be void and may result in the cancellation of the contract with the SNRHA, or may result in the full or partial forfeiture of funds paid to the successful Bidder as a result of the proposed contract; either as determined by the SNRHA CO.
- **Ethics in Public Contracting**: Ethical standards apply not only to SNRHA employees and Contracting Officers but to others with a vested interest in SNRHA contracts such as members of the Board of Commissioners, other officials and agents of the authority, and contractors with whom the SNRHA does business. Please refer to Handbook No. 7460.8 Rev 2, Chapter 4, which explains the specific ethical requirements for SNRHA contracting 24 CFR 85.36 (b)(3). (Also, complete "Disclosure of Conflict of Interest Form, Attachment No. 2 and place under Tab 2 of your submittal).
- **Contract Period:** The SNRHA anticipates that it will initially award a contract for a period of one year with its option of four (4) one-year renewals for a maximum of five (5) years.
- **Licensing and Insurance Requirements:** Prior to award (but not as a part of the Bid submission) the successful Bidder will be required to provide:
 - **6.6.1** An original certificate evidencing the bidder's current industrial (workers compensation) insurance carrier and coverage amount;
 - An original certificate evidencing General Liability coverage, naming the HA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the SNRHA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;
 - 6.6.3 An original certificate showing the Bidder's Errors and Omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000), with a deductible of not greater than \$1,000;
 - 6.6.4 An original certificate showing the Bidder's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000;

- **6.6.5** If applicable, a copy of the Bidder's multi-jurisdictional business license allowing that entity to provide such services within the Clark County, NV;
- **6.6.6** If applicable, a copy of the Bidder's specialist license issued by the State of Nevada licensing authority allowing the bidder to provide the services detailed herein:
- 6.6.7 The requested related information shall also be entered where provided for on the Disclosure of Ownership Form (DO NOT ATTACH OR SUBMIT COPIES WITHIN THE BID SUBMITTAL--we will garner the necessary certificates from the successful bidder prior to contract execution).
- **Contract Service Standards:** All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal laws.

7.0 ATTACHMENTS

- 7.1 Appendix A: SECTION 09 91 00 PAINTS AND COATINGS
- **7.2 Attachment No. 1:** SNRHA's Form of Proposal (Checklist);
- **Attachment No. 2:** SNRHA's Disclosure of Ownership Form and Disclosure of Conflict of Interest Form
- 7.4 Attachment No. 3: HUD & SNRHA's Solicitation Forms:
 - **7.4.1** HUD Form 5369- Instructions to Bidders for Contracts;
 - **7.4.2** HUD Form 5369A Representations, Certifications and Other Statement of Bidders;
 - **7.4.3** HUD Form 5370 General Conditions for Constructions Contacts:
 - **7.4.4** SNRHA's Drug-Free Workplace Certification
 - **7.4.5** SNRHA's Authorization to Release Information
 - **7.4.6** Non-Conclusive Affidavit
- 7.5 Attachment No. 4: Davis Bacon Wage Decision; Required Information and Forms;
- 7.6 Attachment No. 5: SNRHA's Section 3 Clause and Contractor's Initial Response Form;
- 7.7 Attachment No. 6: Section 3 Businesses Seeking Section 3 Preferences;
- 7.8 Attachment No. 7: SNRHA's Sample Construction Contract



APPENDIX A SECTION 09 91 00 PAINTS AND COATINGS



ATTACHMENT NO. 1

SNRHA's Form of Proposal (Checklist)

(To be placed under Tab No. 1 along with any Addendums and/or Notices issued in connection with this IFB)



ATTACHMENT NO. 2

SNRHA's Disclosure of Ownership Form & Disclosure of Conflict of Interest Form

SNRHA Vendor Information Requirements including the System for Award Management (SAM.GOV) FREE REGISTRATION INFO.

(All these forms and required documents (current Licenses and Certifications, proof of insurance and proof of SAM registration, etc.)

Place under Tab No. 2



HUD & SNRHA's Solicitation Forms

(Forms filled out, signed and placed under Tab No. 3)

HUD Form 5369 Instructions to Bidder, Construction; (Keep for your records)

HUD Form 5369-A Representations, Certifications and Other Statement of Bidders;

HUD Form 5370 General Conditions for Constructions Contacts; (Keep for your records)

SNRHA's Drug-Free Workplace Certification;

SNRHA's Authorization to Release Information;

Non-Conclusive Affidavit;



General Decision Number: NV20220042 9/30/2022 Construction Type: Residential

Required Davis Bacon Form to be submitted after award of contract;

ALL QUESTIONS REGARDIN DAVIS BACON AFTER AWARD OF CONTRACT ARE TO BE DIRECTED TO

Irma Solis Development and Modernization Dept. 340 N. 11th Street Las Vegas, NV

(702) 477-3152 Email: <u>Isolis@snvrha.org</u>



SNRHA's Section 3 Clause and Contractor's Initial Response Form;

REQUIRED SUBMITTAL

(To be submitted under Tab No. 8)

Question regarding Compliance with Section 3 compliance as it relates to a contract awarded contact:

Johnny Shaw, Procurement Manager and Section 3 Coordinator Phone: 702-477-3146/ Email: JShaw@snvrha.org



Section 3 Businesses Seeking Section 3 Preferences (Optional Submission)

ONLY THE SECTION 3 BUSINESS CERTIFICATE IS TO BE SUBMIT IN THE BID PROPOSAL UNDER TAB NO. 9

SUBMIT THE REQUIRE FORM UNDER THIS ATTACHMENT TO THE CONTACT PERSON BELOW TO OBTAIN A SECTION 3 BUSINESS CERTIFICATE FOR PREFERNCE POINTS)

To obtain Section 3 Business Certification or to ask question regarding the Section 3 compliance as it relate to a contract awarded, please contact:

Johnny Shaw, Procurement Manager and Section 3 Coordinator Phone: 702-477-3146/ Email: JShaw@snvrha.org



SNRHA's Sample Non-Construction Contract

(For Your Information)



Section 3 Businesses Seeking Section 3 Preferences (Optional Submission)

ONLY THE SECTION 3 BUSINESS CERTIFICATE IS TO BE SUBMIT IN THE BID PROPOSAL UNDER TAB NO. 9

SUBMIT THE REQUIRE FORM UNDER THIS ATTACHMENT TO THE CONTACT PERSON BELOW TO OBTAIN A SECTION 3 BUSINESS CERTIFICATE FOR PREFERNCE POINTS)

To obtain Section 3 Business Certification or to ask question regarding the Section 3 compliance as it relate to a contract awarded, please contact:

Johnny Shaw, Procurement Manager and Section 3 Coordinator Phone: 702-477-3146/ Email: <u>JShaw@snvrha.org</u>



CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

Name of Business:	
Address of Business:	
TYPE OF BUSINESS: Corporation Part	nership Sole Proprietorship Joint Venture
Attached is the following documentation as evidence of	status:
FOR BUSINESS CLAIMING STATUS AS A	SECTION 3 RESIDENT-OWNED ENTERPRISE
	opy of evidence of participation in a public assistance rogram
For the business entity as applicable:	
Copy of Articles of Incorporation	Certificate of Good Standing
Assumed Business Name Certificate	Partnership Agreement
List of owners/stockholder and % of each	Corporation Annual Report
Latest Board minutes appointing officers	Additional documentation
Organization chart with names and titles and brief f	unctional statement
	JS BY SUBCONTRACTING 25% OF THE DOLLAR IED SECTION 3 BUSINESS
List of subcontracted Section 3 business and sub	
WORKFORCE ARE CURRENTLY SECTION	TATUS, CLAIMING AT LEAST 30% OF THEIR 3 RESIDENTS OR WERE SECTION 3 ELIGIBLE F FIRST EMPLOYMENT WITH THE BUSINESS
List of all current full time employees	List of all employees claiming Section 3 status
PHA Residential lease (less than 3 years from date of employment)	Other evidence of Section 3 status (less than3 years from date of employment)
	SSFULLY UNDER THE TERMS AND CONDITIONS OSED CONTRACT
Current financial statement	List of owned equipment
Statement of ability to comply	List of all contracts for the past 2 years with public policy
Corporate Seal	
Authorizing Name and Signature	Notary
	My term expires:
Title	
SOUTHERN NEVADA RE	GIONAL HOUSING AUTHORITY



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

The Southern Nevada Regional Housing Authority has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

Priority I

Category 1a Business

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

Priority 2

Category 1b Business

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

Priority 3

Category 2a Business

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

Priority 4

Category 2b Business

Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

Priority 5

Category 3 Business

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

Priority 6

Category 4a Business

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

Priority 7

Category 4b Business

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

Eligibility for Preference

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.

of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:

- the section 3 covered contract to be awarded with sufficient specificity;
- the time within which quotations must be submitted; and
- the information that must be submitted with each quotation.
- (B) If the method described in paragraph (i)(A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation that provided the prices is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.
- (ii) Award. (A) Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent. higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.
- (B) Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotation shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provisions of preference for

section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotations is the most advantageous, considering price and all other factors specified in the rating system.

- (2) Procurement by sealed bids (Invitations for Bid). Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided
- (i) Bids shall be solicited from all businesses (section 3 business concerns, and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid-
- (A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and
- (B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

	x=leaser of:
When the lowest responsive bid is less than \$100,000	10% of the bid or \$9,000
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000	9% of that bid, or \$16,000
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million	4% of that bid, or \$60,000
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000
\$7 million or more	1½ % of the lowest responsive bld, with no dollar limit

- (ii) if no responsive bid by section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.
- (3) Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)). (i) For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36 (d)(3)), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.
- (ii) One of the evaluation factors shall address both the preference for section 3 business concern and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.
- (iii) The component of this evaluation factor designed to address the preference for

section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the section 3 strategy). the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or nonsection 3 business concern) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.

Dated: June 27, 1994. Roberta Actenberg,

Assistant Secretary for Fair Housing and Equal Opprotunity [FR Doc.94-15951 Filed 6-29-94; 8:45am] BILLING CODE 4210-28-P

Office of the Secretary 24 CFR Subtitle A and Parts 92, 219, 280, 570, 572, 574, 576, 583, 882, 889, 890, 905, 961 and 963. [Docket No. R94-1678; FR-3536 F-01] RIN 2501-AB64 Economic Opportunities for Low- and Very Low-Income Persons-**Conforming Amendments** AGENCY: Office of the Secretary, HUD

ACTION: Final Rule

SUMMARY: Section 3 of the Housing and Urban Development Act of 1968 (section 3), as amended by the Housing and Community Development Act of 1992, requires de economic opportunities generated by HUD financial assistance for housing (including public and Indian housing) and community development programs shall, to the greatest extend feasible, be given to lowand very low-income persons, particulary those who are recipients of government assistance for housing, and to busisnesses that provide economic opportunities for those persons.



SNRHA's Section 3 Clause and Contractor's Initial Response Form;

REQUIRED SUBMITTAL

(To be submitted under Tab No. 8)

Question regarding Compliance with Section 3 compliance as it relates to a contract awarded contact:

Johnny Shaw, Procurement Manager and Section 3 Coordinator Phone: 702-477-3146/ Email: JShaw@snvrha.org

24 CFR PART 75 - SNRHA SECTION 3 CLAUSE

This contract is subject to the following conditions under Section 2 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3)

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- F. Noncompliance with HUD's regulations in 24 <u>CFR Part 75</u> may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

PRINT NAME	DATE	SIGNATURE	

ACKNOWLEDGE 67ACCEPTANCE & RECEIPT:

SECTION 3 – CONTRACTOR INITIAL RESPONSE

Company Name (Contractor) Contact Person				ו
Ad	dress			
Cit	у	State	 :	Zip Code
_ Ph	one	Fax	*	E-mail
		SECTION 3 COMMIT	MENT	
of	meet the requirements of Section the contract, and pursuant to Southe Section 3 Policy dated July 1	uthern Nevada Regional Ho	ousing Authority's (SNRHA's) policies outlined
>	Do you expect to create any contract with SNRHA?		opportunities durin	ng the period while under
>	If yes , of the full time employment of Section 3 eligible SNRHA's low income persons within Clar	Public Housing residents,	Housing Choice V	oucher participants and/or
>	If <u>no</u> , what is your plan to crewith Section 3 requirements?	eate other employment and	d training opportur	nities in order to comply
-	on award of the contract, the ecific to the contract, including			•
— Sig	 gnature		Date	20



General Decision Number: NV20220042 9/30/2022 Construction Type: Residential

Required Davis Bacon Form to be submitted after award of contract;

ALL QUESTIONS REGARDIN DAVIS BACON AFTER AWARD OF CONTRACT ARE TO BE DIRECTED TO

Irma Solis
Development and Modernization Dept.
340 N. 11th Street
Las Vegas, NV
(702) 477-3152 Email: lsolis@snvrha.org

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"General Decision Number: NV20220042 09/30/2022

Superseded General Decision Number: NV20210042

State: Nevada

Construction Type: Residential

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family

homes and apartments up to and including 4 stories).

County: Clark County in Nevada.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an |. The contractor must pay option is exercised) on or after January 30, 2022:

- . Executive Order 14026 generally applies to the contract.
- all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.

If the contract was awarded on . Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number

Publication Date

0 1 01/07/2022 02/18/2022

2	02/25/2022
3	09/09/2022
4	09/30/2022

^{*} ELEC0357-004 09/01/2022

* ELEC0357-004 09/01/2022		
	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring)	.\$ 51.83	23.24
ELEV0018-002 01/01/2022		
	Rates	Fringes
ELEVATOR MECHANIC	.\$ 61.34	36.885+a+b
FOOTNOTE: a. PAID VACATION: Employer contact as vacation pay credit for years of service, and 6% for 6 b. PAID HOLIDAYS: New Years Day, Labor Day, Veterans Day, after Thanksgiving, and Christ	or employed o months to ay, Memoria Thanksgivi amas Day.	es with more than 5 o 5 years of service. al Day, Independence ang Day, Friday
ENGI0012-006 10/01/2016		
	Rates	Fringes
POWER EQUIPMENT OPERATOR (6) Loader	.\$ 44.34	23.65
Aggregate, and Concrete)	.\$ 44.45	23.65
LAB00169-002 10/01/2021		
	Rates	Fringes
LABORER (3) Mason Tender- Cement/Concrete	.\$ 29.05	14.77 14.77
SUNV2014-028 09/08/2016		
	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Batt Insulation	.\$ 16.64	0.00
CEMENT MASON/CONCRETE FINISHER	.\$ 17.00	0.00
FLOOR LAYER: SOFT FLOORS	.\$ 28.26	12.11
GLAZIER	.\$ 22.61	0.00
HVAC MECHANIC (HVAC Duct and Unit Installation Only)	.\$ 15.00	0.00
IRONWORKER, REINFORCING	.\$ 15.21	0.00
IRONWORKER, STRUCTURAL	.\$ 22.09	0.00

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LABORER: Common or General.	\$ 15.65	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 20.16	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 24.11	0.00
PAINTER (Brush and Roller)	\$ 18.76	0.00
PAINTER: Spray	\$ 19.18	0.00
PLUMBER	\$ 18.94	0.00
ROOFER	\$ 18.50	0.00
TILE SETTER	\$ 29.22	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or

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""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on

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- a wage determination matter
- a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISIO"

Davis-Bacon Key Points

1. The Davis-Bacon Act is the federal regulation regarding wage rates that must be paid on projects that include federal funds. The Davis-Bacon Act was enacted in 1931 and it applies to contracts in excess of \$2,000.00. As this project is funded with federal funds you must follow federal Davis-Bacon regulations not State regulations therefore "Prevailing Wages" do not apply here.

2. Wage Determination:

- a. Must be posted at the job site in plain view, in an easily accessible area, so all employees working on the project have access to it.
- b. Should you have need of a classification that is not listed on the wage determination then an Additional Classification Request must be submitted for DOL approval. Should the DOL not approve the rate listed and determines a higher rate must be paid then the contractor will be responsible for the difference in pay retroactive back to the first day work was performed under this classification. The SNRHA will not reimburse the contractor for this cost. The Additional Classification Request must also be posted on the job site in an easily accessible area so the employees working under this classification will be aware of the wage rate to be paid for their classification.
- c. The Construction Inspector for this project will be conducting Employee Interviews so the employees need to know their correct classification and their rate of pay. The Inspector may even ask to see their paystubs so they should have that as well.

3. Certified Payroll Reports:

- a. Must be submitted EVERY week beginning one week after the project starts.
- b. Certified payroll reports require an original, "wet" signature to be valid therefore certified payroll reports may not be emailed or faxed in.
- c. Certified payroll reports are to be signed by the Owner, President, CEO or CFO of the company. If the company wants anyone other than the Owner, President, CEO or CFO of the company to sign their certified payroll reports then an Authorization to Sign Form listing who is authorized to sign the certified payroll reports must be submitted and that form must be signed by the Owner, President, CEO or CFO of the company to be valid.

- d. You must have your certified payroll reports submitted up to point of billing. If your certified payroll reports are not received it could hold up the processing of your payment.
- e. Supervisors, Foreman, Journeyman classifications are not recognized by the Department of Labor (DOL). So they must be listed simply as the classification for the work they are performing.
- f. If you have Supervisors or Superintendents who only supervise (they do not do any physical work on the project) then they should not be listed on your certified payroll reports. But if they are working on the project and they spend at least 20% of their time for the work week working on this project then they must be listed on the payroll as whatever work they are performing.
- g. If the Owner of the company is working on the project then he also must be listed on the certified payroll reports as whatever classification they're working under and they also must listed as "Owner" under their classification. They need to show hours worked but they do NOT have to list the pay they received unless they are the only one working on the project. If so then they MUST list what they earned on this project.
- h. If your employees have any deductions to their pay other than Federal Taxes, Social Security or Medicare then a deduction authorization form, signed and dated by the employee, listing what each deduction is for, the exact amount of the deduction and the time frame the deduction is taken (hourly, weekly, monthly, etc.) must be submitted for our records.
- i. An Employee List must be submitted with each contractor and subcontractors certified payroll reports. The Employee List must detail each employee's full name, complete Social Security Number, complete mailing address and a good contact phone number for every employee working on the project.
- 4. If you have apprentices working on the project they must be enrolled in a bonafied, state approved apprenticeship program and documentation to that affect must be submitted with the first certified payroll report that the apprentice appears on.

A copy of the Wage Determination, Additional Classification Request Form and WH347 Payroll Form were included in your bid documents. Should you ever have any questions regarding your certified payroll reports please feel free to contact me.

U.S. Department of Labor

Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

J.S. Wage and Hour Division Rev. Dec. 2008

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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information to determine that employees have received legally required wages and firinge benefits. OMB No.:1235-0008 Expires: 07/31/2024 NET WAGES PAID FOR WEEK 6) TOTAL PROJECT OR CONTRACT NO. OTHER (8) DEDUCTIONS WITH-HOLDING TAX FICA GROSS AMOUNT EARNED 8 PROJECT AND LOCATION RATE OF PAY (9) ADDRESS TOTAL (2) HOURS WORKED EACH DAY (4) DAY AND DATE TS AO TO 0 0 υ 0 S 0 ഗ 0 ഗ 0 Ŋ 0 υ 0 ဟ FOR WEEK ENDING WORK CLASSIFICATION 3 OR SUBCONTRACTOR NO. OF WITHHOLDING EXEMPTIONS (5) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER NAME OF CONTRACTOR £ PAYROLL NO.

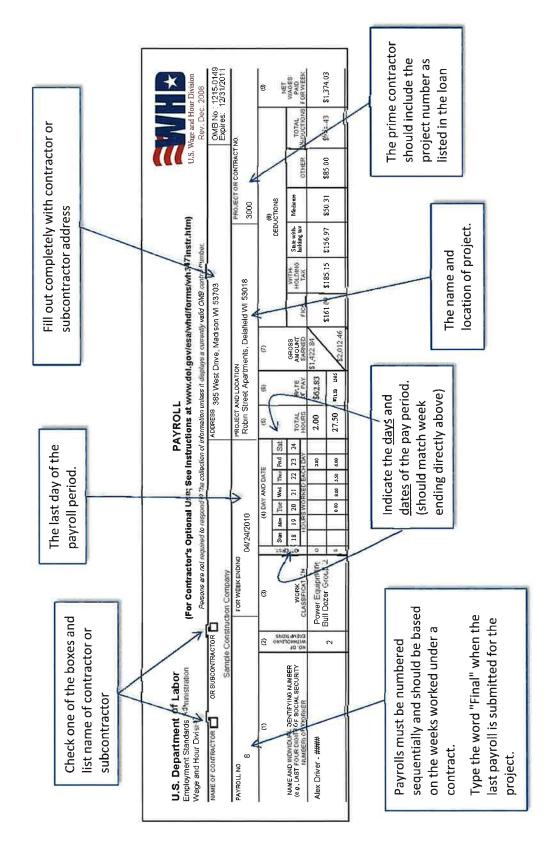
Public Burden Statement

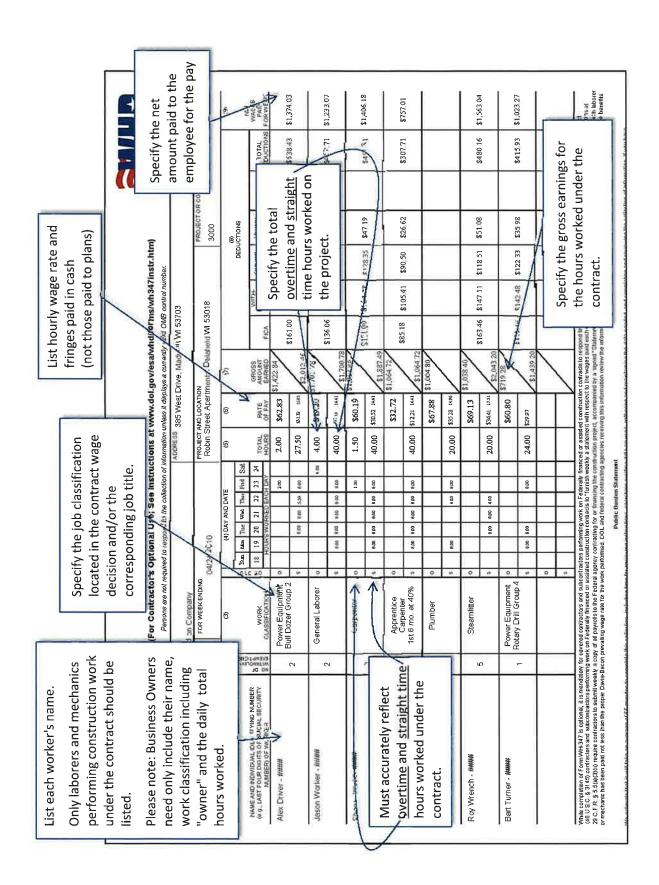
We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

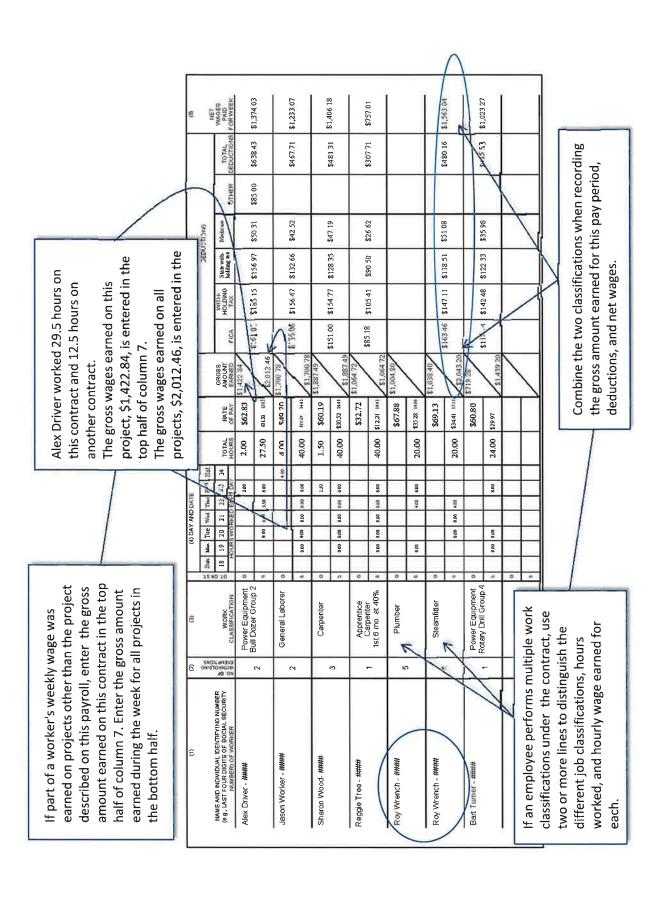
Date	(b) WHERE FRINGE BENEFITS ARE PAID IN CASH	I CASH
(Name of Signatory Party) (Title)	 Each laborer or mechanic listed in the above reference as indicated on the payroll, an amount not less than the basic hourly wage rate plus the amount of the required in the contract. except as noted in section 4(c) below. 	Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.
(1) That I pay or supervise the payment of the persons employed by	(c) EXCEPTIONS	
(Contractor or Subcontractor)	EXCEPTION (CRAFT)	EXPLANATION
(Building or Work) day of day of the day of		
oyed on said project have been paid the full weekly way ade either directly or indirectly to or on behalf of said		
from the full		
weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person other than permissible deductions as defined in Benulations Dat		
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. § 3145), and described below:		
	REMARKS:	
(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete, that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.		
(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.		
(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS	NAME AND TITLE	SIGNATURE
or mechanic listed in		
the above referenced payroll, payments of finge benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, by account as noted in serving d(c) below.	THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUB-CONTRACTOR TO GVIIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.	NTEMENTS MAY SUBJECT THE CON RACTOR OR SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF

How to Correctly Fill Out a WH-347 Payroll Form

The completion of the WH-347 Payroll Form is optional; contractors may utilize their own payroll system as long as it conforms to the WH-347 Payroll Form and contains all the necessary information. If you utilize WH-347 Payroll Form as a pdf, saving it electronically aids in making any needed corrections.







Provide explanation of "other" deductions on pressure is signatory page. Cxp. es 25,1/2011 Precent of the profession of the precent of the profession of	(9) DEDUCTIONS WIRE Netters OTHER DEDUCTIONS FORWER	\$50,31	\$ \$42.52 \$ \$467.71 \$11,233.07	\$ \$47.19 \$481.31 \$1.406.18	\$26.62 \$307.71 \$757.01		\$51.08 \$480.16 \$1,563.04	3 \$35.98 \$415.93 \$1.023.27		The first fi	m 83502, 200 Consitution Avenue, N W.
	DEDI VVITH- State with- HOLDING holding fax	\$161,00 \$185.15 \$156.97	\$136.06 \$156.47 \$132.66	\$151.00 \$154,77 \$128.35	\$85.18 \$105.41 \$90.50		\$163.46 \$147.11 \$118.51	\$115.14 \$142.48 \$122.33		spand to the information collection c asst protection of early missing the present Statement of Correllance indication information to determine that empl information to determine that empl data needed, and completing and it	ESA, U.S. Department of Labor, Ro
YROLL tions at www.dol.gov/esa/whd/forms/w formation unless it displays a currently valid OMB can ADDRESS 385 West Drive, Madison VII 53703 PROJECT AND LOCATION RODIEST AND LOCATION RODIEST AND LOCATION	(6) (7) GROSS C RATE AMOUNT S OF PAY EARNED	\$62.83	\$49.20	\$60.19 \$1,887.49 \$30.52 1441 \$1,887.49	\$32.72 \$1,064.72) \$1221 244 \$1,064.72	\$57.88 \$3528 H96	\$69.13 \$1,038.40	\$60.80 \$719.28		ssetad construction contracts to res service to the wages pair rojest, accompanied by a signed "Ex- eceiving this information review the roes, gathering and maintaining the	ılstralor, Wage and Hour Division, E
PA I Use; See Instruct	(4) DAY AND DATE (5) Main Wed Thu Frid Sal 19 20 21 22 23 34 19 20 21 22 23 34 19 20 21 22 23 34 10 20 21 22 23 34 10 20 21 22 23 34 10 20 21 22 23 24 10 20 21 22 23 24 10 20 21 22 23 24 10 20 20 20 20 20 20 20	8 00 8 50 6 50 27.50	8500 8500 8500 8500 4000	8500 8200 8200 8200 40.000	000 010 010 010 40.00	800 400 800 20.00	8.00 8.00 4.00 20.00	800 800 24.00	to	We contract week a state of as contract week by a state of financing the construction problem of the week of the construction problem of the week of	ໂມເກັເງ ໃນຈະ ໂນມາden, send Ihem to Ihe Admir (over)
orming be nclude the a copy of int.	0 00 00 митиноции 0 00 00 00 00 00 00 00 00 00 00 00 00	- B	General Laborer o	3 Carpenter o	Apprentice o Carpenter 11st 6 mo at 40% s	Plumber o	Steamfitter o	Power Equipment o Rotary Drill Group 4	Fringe benefits are not paid as cash to	Bart Turner: explanation is included under "(c) exceptions" on signatory page.	spect of the colocition, and admissibles for re-
A registered apprentice perforr work under a contract must be reported. The payroll must incled current pay scale & provide a contract the apprenticeship agreement.	(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (6.9, LAST FOUND ROTHER NORTHER FOUND ROTH SECURATY MANAGER NORTHER FOUND WAS REPORTED.	Alex Driver - ####	Jason Worker - ####	Sharon Wood- ####	Regge Tree - ####	Roy Wrench . ####	Roy Wrench - ####	Bart Turner - ####	Fringe bene	While completion of Four Mart Turner: exp (40.0.5.; § 31.4) contract and contract a	any comments reparating these entire to the table of this calculus, while the suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210 (Over)

04/28/2010		(b) WHERE FRINGE BENEFITS ARE PAID IN CASH	J CASH
Tiffany Payer	Payroll Supervisor	7 - Each Jaboner or mechanic ile	Each Jaborer or mechanic listed in the above referenced payroll has been baid
(Name of Signatory Party) do hereby state:	(Title)		as indicated on the payroll, an amount not less than the sum of the applicable basis bourly age rate plus the amount of the required frage benefits as listed in the corrurat, except as noted in section 4(c) below.
(1) That I pay or supervise the payment of the persons employed by	d by	(c) EXCEPTIONS	
peontr	ed te	EXCEPTION (CRAFT)	EXPLANATION
(Building or Work) 3 Among A 2010 and and a 24	that during the payroll period commencing on the	Power Equipment Rotary Drill Group 4	paid directly to plan; health & dentel at \$12.50 per hour and Pension at \$6.25 per hour
oyed on said project have been paid the full wante either directly or indirectly to or on hebalf of	y wages earned, that no rebates have	4	
Sample Construction Company			
(Contractor or Subcontractor)	HOLD HOLD THE TUIL		
	been made either directly or indirectly luctions as defined in Regulations, Part Copeland Act, as amended (48 Stat. 948, cribed below:	Explanation of exception to	o o
Wex Driver - #### - other deductions - \$85 for child support	^	fringe benefits	fits
K		000	
Explanation of other		REMARKS	
(2) That any payrols otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.	ntract required to be submitted for the above period are rers or mechanics contained therein are not less than the determination incorporated into the contact; that the mechanic conform with the work he performed.		
(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or it no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.	are duly registered in a bona fide sigency recognized by the Bureau of no such recognized agency exists in a United States Department of Labor.		
(4) Thai: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS	D PLANS, FUNDS, OR PROGRAMS	NAME AND TITLE	SIGNATURE
In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payrdl, payments of finge benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.	is to each laborer or mechanic listed in inge benefits as listed in the confract expograms for the benefit of such ow.	TODDI SAILIPE, WHIET THE WILLPIN FALSENCION OF ANY OF THE ABOVI SHECONITACTOR TO CIVIL OF CRIMANAL PROSECUTION (3) OF THE LIMITED SYATES CODE	NODELL SAIDJAE, CWITER THE WILD FASTATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO COMUS OF CRIMINAL PROSECUTION SEE SECTION 1001 OF THE 19 AND SECTION 231 OF THE INALIES CORD.

U.S. DEPARTMENT OF HOUSING AND URBAN REPORT OF ADDITIONAL CLASSIFICATION AN			HUD FORM 4230A OMB Approval Number 2501-0011 (Exp. 01/31/2010)	
FROM (name and address of requesting agency)	2. PROJECT NAME AND N			
	3. LOCATION OF PROJEC			
4. BRIEF DESCRIPTION OF PROJECT		TRUCTIOI esidentia ther (spe	al	
6. WAGE DECISION NO. (include modification number, if any) COPY ATTACHED		7. WAG	E DECISION EFFECTIVE DATE	
8. WORK CLASSIFICATION(S)	но	URLY W	AGE RATES	
	BASIC WAGE			
9. PRIME CONTRACTOR (name, address)	10. SUBCONTRACTOR/FM	IPLOYE R	, IF APPLICABLE (name, address)	
3. PRIME CONTRACTOR (Hame, address)	III. SUBCONTRACTORIEN	IPLOTER	, IF AFFLICABLE (name, address)	
Check All That Apply:				
☐ The work to be performed by the additional classification(s) is	not performed by a classifi	ication in	the applicable wage decision.	
 ⊠ The proposed classification is utilized in the area by the consist of the proposed wage rate(s), including any bona fide fringe be the wage decision. 	nefits, bears a reasonable r			
 ☑ The interested parties, including the employees or their author ☑ Supporting documentation attached, including applicable was 	_	e on the	classification(s) and wage rate(s).	
Check One:				
Approved, meets all criteria. DOL confirmation requ		_		
One or more classifications fail to meet all criteria a	s explained in agency r		DOL decision requested. DR HUD USE ONLY	
			22000:	
Agency Representative (Typed name and signature)	Date	Lo	og in:	
	Phone Number	Lo	og out:	



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY 340 N. 11TH STREET SUITE 150 LAS VEGAS, NV 89101-3611

EMPLOYEE LIST

<u>NAME</u>	FULL SSN	ADDRESS	PHONE
1.			
2.			
3.			
4.			
5.			-
6.			
7,			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
(Contractor)			
(Contractor)			
Ву:			
Title:			

EXHIBIT C CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

Classification/ Fringe Benefits Provided	Name, Address and Telephone Number of Plan/Fund/Program			
1)				
Health & Welfare				
Pension				
Vacation				
Apprenticeship/Training	9			
Other:				
2)				
Health & Welfare	× ×			
Pension	·			
Vacation				
Apprenticeship/Training				
Other:				
3)				
Health & Welfare	-			
Pension				
Vacation				
Apprenticeship/Training				
Other:				
OR: (Check if applicable.) I certify that I do not make payments to apprograms.	oproved fringe benefit plans, funds, or			
	by			
Contractor/Subcontractor (Name of Firm)	Signature			
Date	Title			



Date

AUTHORIZATION FOR DEDUCTIONS

Plan/Program Name	Plan/Program	Deduction	Deduction	Deduction			
	Туре	Amount	Interval	Duration			
The undersigned authorizes the above as noted to be deducted from their wages. It is understood that these deductions:							
a.) Are in the interest of me	the employee						
b.) Are not a condition of my	b.) Are not a condition of my employment						
c.) Provide no direct or indir	ect financial benefit a	ccruing to the emp	loyer				
d.) Are not otherwise forbido	den by law						
OR: (Check if applicable)							
I certify that I do NOT make any payments to any approved fringe benefit plan, fund or program of any kind							
Company Name							
Company Representative Signa	ture E	mployee Signatur	e				
Company Representative Printe	d Name E	mployee Printed N	Name				
Company Representative Title	Ē	Pate					



AUTHORIZATION TO SIGN FOR CONTRACTOR

TO:	SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY				
PROJECT NAME:	,			<u> </u>	
ADDRESS:					
IFB / RFQ #:	39)	
DATE:	5			<u> </u>	
	construction of				
•					
this is to authorize					
	Progress Sched Periodical Estim Change Order Certified Payroll	ule ates of Partial	Payments and Related F	'aper	
Authorized Person's Signature		-	Authorized Person's F	Printed Name	
Authorized Person's 1	itle	<u>-</u> :			
Authorized By Signature		-	_ Authorized By Printed	Authorized By Printed Name	
Title		=:	Company Name		
Subscribed and sworr	n to before me this	_ day of		<u>, 20</u> .	
My commission expire	es:	Sign	ature:		

Wage and Hour Division Washington, D.C. 20210



MAR 2 2 2013

MEMORANDUM NO. 213

TO: ALL CONTRACTING AGENCIES OF THE FEDERAL

GOVERNMENT AND THE DISTRICT OF COLUMBIA

FROM: MARY BETH MAXWELL

Acting Deputy Administrator

SUBJECT: Application of the Davis-Bacon and Related Acts requirement that wage rates for

additional classifications, when "conformed" to an existing wage determination, bear a "reasonable relationship" to the wage rates in that wage determination

This Memorandum is notification from the Department of Labor's Wage and Hour Division (WHD) of the proper application of the Davis-Bacon and Related Acts (DBRA) requirements for wage rates for additional classifications that are "conformed" to an existing wage determination by agency contracting officers. The regulations at 29 C.F.R. § 5.5(a)(1)(ii)(A) provide that contracting officers shall approve an additional classification and its proposed wage rate in conformance with an existing wage determination only when the work to be performed by the proposed classification is not performed by a classification in the wage determination and the proposed wage rate bears a "reasonable relationship" to the wages rates in the wage determination. Although this Memorandum primarily focuses on the "reasonable relationship" requirement, it is essential at the threshold to reiterate that a conformance is not appropriate when the work of the proposed classification is already performed by a classification on the wage determination. The conformance process is narrow in scope and has the limited purpose of establishing a new classification when it is necessary to do so because work needed to perform the contract is not performed by an existing classification. See Cambridge Plaza, ARB Case No. 07-102 (ARB Oct. 29, 2009). Accordingly, the WHD will not add a new classification through a conformance action unless the first criterion for issuance of a conformance is satisfied, i.e., the proposed work in question is not performed by any classification in the existing wage determination. 29 C.F.R. § 5.5(a)(1)(ii)(A)(1).

In those circumstances in which the duties of the proposed classification are not performed by any classification in the existing wage determination, the WHD will consider whether the proposed wage rate bears a "reasonable relationship" to the wage rates in the wage determination. In the past, WHD has generally approved proposed wage rates for a conformed skilled craft and a power equipment operator when such rates were not less than the rate for the lowest classification in the respective category on the contract wage determination. The practice of using the lowest rate in the relevant category as a benchmark also occurred on occasion with laborers and truck drivers. In keeping with the remedial purpose of the DBRA and the governing

regulations, the wage rate of the lowest skilled craft, laborer, power equipment operator, or truck driver classification on the contract wage determination has no longer been an automatic benchmark when reviewing conformance requests. WHD's approach of not using the lowest wage rate as a benchmark has been progressively implemented over the last year.

The Conformance Process

In accordance with 29 C.F.R. § 5.5(a)(1)(ii)(A), the contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and a wage rate (including fringe benefits) for the classification only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

Further, if the contractor, the laborers or mechanics (if known) to be employed in the classification or their representatives, and the contracting agency <u>agree</u> on the classification and wage rate proposed, a report of the action taken is sent by the contracting officer to the Administrator of WHD for approval, denial, or modification. The Administrator (or an authorized representative) shall respond within 30 days of receipt, or the contracting officer will be notified that more time is necessary. See 29 C.F.R. § 5.5(a)(1)(ii)(B). In the event that the contractor, the laborers or mechanics (if known) to be employed in the classification or their representatives, and the contracting agency <u>do not agree</u> on the classification and wage rate proposed, the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator of WHD for determination. The Administrator (or an authorized representative) shall issue a determination within 30 days of receipt and so advise the contracting officer, or the contracting officer will be notified that more time is necessary. See 29 C.F.R. § 5.5(a)(1)(ii)(C).

"Reasonable Relationship"

WHD previously typically approved conformance requests from contracting officers for wage rates (including fringe benefits) for skilled classifications and power equipment operators by automatically using as a benchmark the lowest rate for a skilled classification or power equipment operator, respectively, in the applicable wage determination. The practice of using the lowest rate in the relevant category as a benchmark also occurred on occasion with laborers and truck drivers. WHD has concluded, however, that it better reflects the regulatory requirement that "the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination" to consider the entirety of the rates within the relevant category on the wage determination and to not generally use as a benchmark the lowest rate within that category. The regulation at 29 C.F.R. §

5.5(a)(1)(ii)(A)(3) requires that the proposed wage rate bear a reasonable relationship to the "wage rates" on the wage determination and not to a particular rate or the lowest rate.

The category in which the requested additional classification falls is relevant to the reasonable relationship analysis. As background, classifications in wage determinations fall into four general categories: skilled crafts, laborers, power equipment operators, and truck drivers. To determine a "reasonable relationship," the requested additional classification is compared to the classifications on the applicable wage determination within the same category. A proposed skilled craft classification is compared to skilled classifications in the wage determination; a proposed laborer classification is compared to existing laborer classifications; a proposed power equipment operator classification is compared to existing power equipment operator classifications; and a proposed truck driver classification is compared to existing truck driver classifications. See Mistick Construction, ARB Case No. 02-004 (June 24, 2003); Tower Construction, WAB Case No. 94-17 (Feb. 28, 1995). Thus, when considering a conformance request for a skilled classification, WHD generally considers the entirety of the rates for the skilled classifications on the applicable wage determination and looks to where the proposed wage rate falls within the rates listed on the wage determination. Occasionally, however, a wage determination may contain some wage rates for laborer classifications that are higher than some wage rates for the skilled classifications or power equipment operators (likely because the laborers' rates reflect union prevailing rates and the skilled crafts' or power equipment operators' rates reflect weighted average prevailing rates). On such occasions, the contracting officer should look to those skilled classifications whose rates are higher than the laborer classifications' rates. See M.Z. Contractors Co., WAB Case No. 92-06 (Aug. 25, 1992). If, however, most of the skilled classifications' or power equipment operators' rates are lower than the laborer classifications' rates, then it may be reasonable to propose a rate that reflects the skilled classifications' rates even if they are lower than the laborer classifications' rates.

Additionally, whether the wage rates in the applicable category (skilled craft, laborer, power equipment operator, truck driver) in the wage determination are predominantly union prevailing wage rates or predominantly weighted average prevailing wage rates should be considered when proposing rates for an additional classification. For example, if a wage determination contains predominantly union prevailing wage rates for skilled classifications, it typically would be appropriate to look to the union sector skilled classifications in the wage determination and the rates for those classifications when proposing a wage rate for the additional classification. Conversely, if a wage determination contains predominantly weighted average prevailing wage rates for skilled classifications, it typically would be appropriate to look to the weighted average/non-union sector skilled classifications in the wage determination and the rates for those classifications when proposing a wage rate for the additional classification. If the wage rates in the applicable category are roughly half union prevailing rates and half weighted average prevailing rates, it would typically be appropriate to look to the lowest union rate and the highest weighted average rate (assuming the union rates are higher than the weighted average rates) when proposing a wage rate.

¹ Copies of Administrative Review Board (ARB) and Wage Appeals Board (WAB) decisions can be obtained from: www.oalj.dol.gov/libdba.htm.

While the majority of conformance requests are within the skilled classification category, the governing regulations and the principles outlined in this Memorandum apply to the other categories of workers – laborers, power equipment operators, and truck drivers. To meet the "reasonable relationship" test for a conformed power equipment operator or truck driver classification, the proposed wage rate should bear a reasonable relationship to the entirety of rates within the respective classification, and in particular to the union or weighted average rates in the classification (assuming union or weighted average rates prevail for the classification). When a conformance for a laborer classification is requested, WHD generally continues to use the common laborer rate already existing in the wage determination as a benchmark for the proposed rate.

Each conformance request and corresponding wage determination involves particular circumstances and therefore should be evaluated as such. The full range of wage rates on the wage determination for the appropriate category should be reviewed in the manner discussed above. When seeking conformed classifications and wage rates, the contractor and the contracting officer should not rely on a wage determination or conformance granted to another party regardless of the similarity of the work in question. See, e.g., Inland Waters Pollution Control, Inc., WAB Case No. 94-12 (Sept. 30, 1994). Moreover, the contractor and the contracting officer should not prospectively rely on WHD's prior approval of rates for application to a contract performed at the same location. See E&M Sales, Inc., WAB Case No. 91-17 (Oct. 4, 1991). Although atypical, use of the "lowest skilled" rate may of course be appropriate when that rate in fact bears a reasonable relationship to the wage rates contained in the wage determination for the appropriate category. See, e.g., Tower Construction, WAB Case No. 94-17 (Feb. 28, 1995) (conformed wage rate, which equaled lowest skilled rate on wage determination, was reasonable).

In sum, contracting agencies should take the following steps when proposing a wage rate for a classification to be conformed to an existing wage determination:

- First, the contracting agency should determine the category (skilled crafts, laborers, power equipment operators, or truck drivers) of the classification which is being conformed.
- Second, the contracting agency should determine for that category whether union or weighted average/non-union sector rates prevail in the existing wage determination.
- Third, after reviewing the entirety of the rates within the appropriate sector in the applicable category, the contracting agency should determine a rate that bears a reasonable relationship to those rates on the wage determination.
- Fourth, the contracting agency should determine whether any of the considerations identified in this Memorandum apply (or whether any other relevant considerations apply). For example, if the classification being conformed is a skilled classification and some of the wage rates for skilled classifications in the wage determination are lower than the rates for laborer classifications, then the contracting agency should use those existing skilled classification rates that are higher than the laborer rates to determine the

proposed rate. And if the classification which is being conformed is a laborer classification, the proposed wage rate should generally use the existing common laborer wage rate as a benchmark.

Conclusion

The WHD Administrator has historically maintained broad discretion under the regulations to make determinations regarding proposed wage rates for additional classifications that are conformed to existing wage determinations. This broad discretion has been confirmed by the ARB and its predecessors, as illustrated by the decisions cited in this Memorandum, among others. In exercising that discretion, WHD ensures that wage rates (including fringe benefits) for the classification to be conformed bear a reasonable relationship to the range of rates for the classifications in the wage determination in the same category (skilled classifications, power equipment operators, laborers, and truck drivers), and not automatically to the lowest rate in the applicable category. Consistent with the governing regulations, contracting agencies should ensure that they request wage rates (including fringe benefits) for additional classifications in accordance with the principles set forth in this Memorandum. By following the guidance in this AAM, contracting agencies and contractors will benefit by receiving approvals from WHD that ensure consistency in conformed wage rates and increase efficiencies in government.

In conjunction with the guidance provided in this AAM, WHD has posted on www.dol.gov/whd/govcontracts/dbra.htm a series of frequently asked questions that include examples which will provide additional guidance regarding the reasonable relationship requirement in the conformance process. WHD also is updating its Prevailing Wage Resource Book and will provide compliance assistance on DBRA conformances at future Prevailing Wage Conferences. In addition, WHD's Branch of Construction Wage Determinations is available to assist with any questions.



ATTACHMENT NO. 3

HUD & SNRHA's Solicitation Forms

(Forms filled out, signed and placed under Tab No. 3)

HUD Form 5369 Instructions to Bidder, Construction; (Keep for your records)

HUD Form 5369-A Representations, Certifications and Other Statement of Bidders;

HUD Form 5370 General Conditions for Constructions Contacts; (Keep for your records)

SNRHA's Drug-Free Workplace Certification;

SNRHA's Authorization to Release Information;

Non-Conclusive Affidavit;

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Instructions to Bidders for Contracts Public and Indian Housing Programs

Previous edition is obsolete form HUD-5369 (10/2002)

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

- (a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.
- (b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)
- (c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."
- (d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.
- (e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.
- (f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.
- (g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.
- (h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

- (a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.
- (b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.
- (c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

- (a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:
 - (1) Integrity;
 - (2) Compliance with public policy;
 - (3) Record of past performance; and
 - (4) Financial and technical resources (including construction and technical equipment).
- (b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

- (a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:
- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.
- (b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.
- (c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- (d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.
- (e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.
- (f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.
- (g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

Lewis Jordan, Executive Director Southern Nevada Regional Housing Authority 340 N.11th Street Las Vegas, NV 89101

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

- (a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.
- (b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.
- (c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.
- (d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

- (e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.
- (f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.
- (g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.
- **9. Bid Guarantee** (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, 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. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

- (a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —
- $[\chi]$ (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;
- [] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;
- [] (3) a 20 percent cash escrow;
- [] (4) a 25 percent irrevocable letter of credit; or,
- [] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).
- (b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website http://www.fms.treas.gov/c570/index.html, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

- (c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.
- (d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

- **12. Indian Preference Requirements** (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)
- (a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible
- (1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,
- (2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indianowned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean 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; and Indian "tribe" to mean 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.

- (b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.
- (2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.
- (c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.
- (d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -
- (1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and
- (2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.
- (e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:
- (1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.
- (2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

- (f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.
- (2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.
- (g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.
- (h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.
- (i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).
- (j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.
- (k) The IHA [] does [χ] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

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

Previous edition is obsolete form **HUD-5369-A** (11/92)

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)(I) 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)(l) 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" $\[\chi\]$ 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.
- 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 smal 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 opera-

tions are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

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.

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.

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:
- 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.

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.
- 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, [X] 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)	

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing OMB Approval No. 2577-0157 (exp. 11/30/2023)

Applicability. This form is applicable to any construction/development contract greater than \$250,000.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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Liens Materials

1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an (f) The Contractor shall confine all operations (including Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (I) "Work" means materials, workmanship, and manufacture and fabrication of components.

Contractor's Responsibility for Work

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the
- The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to
- storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

(a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, Schedule engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but
- Making periodic visits to the work site, and on the (1)basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative
- (2)Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
- (3)Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates;
- (4)Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

of the work, and that it has investigated and satisfied itself

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause

7. Site Investigation and Conditions Affecting the Work

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location

as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads;(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

- reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.
- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the
 - Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

- promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) helow
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

 (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

- required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.
- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
- (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

- machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.
- (2) When required by the specifications or the
 Contracting Officer, the Contractor shall submit
 appropriately marked samples (and certificates
 related to them) for approval at the Contractor's
 expense, with all shipping charges prepaid. The
 Contractor shall label, or otherwise properly mark on
 the container, the material or product represented, its
 place of origin, the name of the producer, the
 Contractor's name, and the identification of the
 construction project for which the material or product
 is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

(a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

- waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.
- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.
- 13. Health, Safety, and Accident Prevention
- (a) In performing this contract, the Contractor shall:
- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and,
- (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
- (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.
- Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements
- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels Construction when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contactor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with 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 the contract is performed.

20. Inspection and Acceptance of

- (a) Definitions. As used in this clause (1) "Acceptance" means the act of an authorized
- representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
- (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
- (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the
- completed work under paragraph (j) below.

 (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the Construction PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

this contract within calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

accordance with the terms and conditions of the
In the event of a conflict between these General
Conditions and the Specifications, the General
Conditions shall prevail. In the event of a conflict between
the contract and any applicable state or local law or
regulation, the state or local law or regulation shall
prevail; provided that such state or local law or regulation
does not conflict with, or is less restrictive than applicable
federal law, regulation, or Executive Order. In the event of
such a conflict, applicable federal law, regulation, and
Executive Order shall prevail.

27. Payments

retain ten (10) percent of the amount of progress

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

(d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than ______ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
- The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in

SH	bcc	ntr	ac	t

Name

Title:

Date:

(f) Except as otherwise provided in State law, the PHA shall

payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

(g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

- Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.
- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

- responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.
- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final
- payment under this contract.

 (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3)Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein.
 Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

- been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.
- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Convenience Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to

the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
- (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ ______ Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

- completion of the work together with any increased costs occasioned the PHA in completing the work.
- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
 - (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$______ [Contracting Officer insert amount]

- per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor 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 date of the Contract.
- (3) Automobile Liability on owned and non -owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$
 - [Contracting Officer insert amount] per occurrence.
- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It
 - need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or nonrenewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

- (a) Definitions. As used in this contract -
 - (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

- (2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources:
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

During the performance of this contract, the Contractor/ Seller agrees as follows:

- (a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.
- (b) The Contractor/Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training,including apprenticeship.

form HUD-5370 (1/2014)

- (c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
- (d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor/Seller shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit
 - access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a that the Contractor/Seller is in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (i)The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions in cluding sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.
- Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Acts Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) 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 in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 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.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.
(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
 - (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

- amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or
- program. (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
 - (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
 - (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
 (B) That each laborer or mechanic (including each

That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

- make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
 - (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
 - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor'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).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and quards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause. DOL posts current fines at: https://www.dol.gov/whd/ govcontracts/cwhssa.htm#cmp
 - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
- (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.
- 48. 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.

and outside that contract.

() 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

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

- A. The Southern Nevada Regional Housing Authority certifies that it will, or will continue to provide a drug free workplace by:
 - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e) Notifying HUD in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number (s) of each affected grant;
 - f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and Including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).
- B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

By:	



AUTHORIZATION TO RELEASE INFORMATION

(RETURN UNDER TAB 3 OF YOUR PROPOSAL)

Date:	
Attn:	Wanda Beckett Contracts Administrator Southern Nevada Regional Housing Authority (SNRHA)
RE:	References
To W	hom It May Concern:
We,	, are currently participating as the Contractor or
Subc	ontractor with in responding to the noted Solicitation
Invita	tion for Bids (IFB) or Request for Proposals, (RFP) with the Southern Nevada Regional Housing
Autho	prity (SNRHA).
Bidde asses permi SNRI By sig comp	anderstand the Housing Authority is assessing the contract performance records of the er/Contractor and its proposed Subcontractor(s). To facilitate and enhance the performance esment process, we are signing this Authorization to Release Information granting our ission to release and discuss our company's present and past performance information with HA Procurement and Contracts Department during the Evaluation/Selection process. Igning below I attest I am the individual who has the authority to sign for and legally bind the any. I authorize and acknowledge both the release and discussion of present and past rmance information with the SNRHA as indicated above.
Comp	pany Name:
Signa	iture Title:
Printe	ed Name:
Licen	se or DUN Number:



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY NON-COLLUSIVE AFFIDAVIT

STATE OF	()		
COUNTY OF	()		
			, being fire	st duly sworn, deposes
and says:That	he/she is the	party making the fo	oregoing proposa	l or bid and that sucl
proposal or bid	is genuine and	not collusive or; tha	t said bidder has	not colluded, conspired
connived or ag	reed, directly or	indirectly, with any	bidder or person,	to put in a sham bid o
to refrain from	bidding, and has	s not in any manner,	directly or indirec	tly sought by agreemer
or collusion, or	communication	or conference, with	any person to fix	the bid price of affiant o
of any other bid	dder or to secur	e any advantage aga	ainst the Housing	Authority or any perso
interested in the	e proposed cont	ract; and that all sta	tements in said bi	d/proposal are true.
SIGNATURE C	DF:			
BIDDER, if the	bidder is an Ind	ividual		
PARTNER, if the	he bidder is a Pa	artnership		
OFFICER, if the	e bidder is a Co	rporation		
SUBSCRIBED	and SWORN to	before me this	day of	, 20
NOTARY PUB	LIC			



ATTACHMENT NO. 2

SNRHA's Disclosure of Ownership Form & Disclosure of Conflict of Interest Form

SNRHA Vendor Information Requirements including the System for Award Management (SAM.GOV) FREE REGISTRATION INFO.

(All these forms and required documents (current Licenses and Certifications, proof of insurance and proof of SAM registration, etc.)

Place under Tab No. 2



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

Procurement & Contracts Department 340 N. 11th Street, Suite 180, Las Vegas, NV 89101 Phone (702) 477-3140 Fax (702) 922-7050 TDD (702) 387-1898

REQUIRED TO DO BUSINESS WITH SNRHA: BACKGROUND CHECK, INSURANCE AND LICENSES

BACKGROUND REGISTRATION RECOMMENDATION:

A background check on your company will be performed by SNRHA, we recommend that you register with SAM (System for Award Management). You do so at www.sam.gov (see attached instructions). Upon completing your registration you will be provided a Notice of Completion Letter. Please forward a copy of that letter to SNRHA Procurement Department at 702-922-7050 or email procurement@snvrha.org.

REQUIRED INSURANCE POLICIES:

The Contractor shall maintain the following insurance coverage during the effective terms of SNRHA Contract(s):

- 1. Policy of General Liability Insurance, \$1 million per occurrence and \$2 million aggregate and if applicable, Products Liability. This coverage shall include fire damage of \$50K, medical expenses/personal injury of any one person \$5K and a deductible not greater than \$1K. The SNRHA shall be named as an additional insured on the certificate and the Contractor shall provide an endorsement stating the same. In the event the Contractor carries a deductible higher than \$1K, in lieu of the required deductible, the Contractor shall provide a certified statement of its financial viability or provide an umbrella of additional coverage.
- 2. **Professional Liability/Errors & Omissions** Insurance, if applicable with minimum limits of \$1M per occurrence and \$2M aggregate.
- 3. Worker's Compensation Insurance for all Contractors/Lessees that employ more than one person.
- 4. Evidence of **Auto Liability** Insurance, \$1M combined single limit or evidence of coverage for all vehicles that will be driven on SNRHA property used in conjunction with the Contract.

REQUIRED LICENSE INFORMATION:

The Contractor/Lessee shall provide to the SNRHA copies of all REQUIRED current City, State and/or Federal licenses used to perform the services it provides.

NOTE: A City of Las Vegas Business License is not required pursuant to the Nevada Municipal Code, Supp. No. 79, 12—02, Section 6.02.065D, if a nonprofit professional service organization provides all of its services to the public at no cost and has received tax exempt status pursuant to Title 36 U.S.C Section 502c. The Contractor/Lessee shall provide to the SNRHA evidence of its exempt status.

CERTIFICATE HOLDER'S INFORMATION:

SNRHA, Procurement & Contracts Post Office Box 1897 Las Vegas, NV 89125

Send by mail: SNRHA, Procurement & Contracts | Post Office Box 1897 | Las Vegas, NV 89125

Or by email: procurement@snvrha.org



Southern Nevada Regional Housing Authority
Procurement Department
340 N. 11th Street, Suite 180
Las Vegas, Nevada 89101
702.922.7050 Fax

REQUIRED TO DO BUSINESS WITH SNRHA: BACKGROUND CHECK, INSURANCE AND LICENSES

REQUIRED BACKGROUND REGISTRATION:

A background check on your company will be performed by SNRHA. You must be registered with SAM (System for Award Management). You do so at www.sam.gov (see attached instructions). Upon completing your registration you will be provided a Notice of Completion Letter. Please forward a copy of that letter to SNRHA Procurement Department at 702-922-7050 or email procurement@snvrha.org. Once you are registered with SAM your background check can proceed and be completed.

REQUIRED INSURANCE POLICIES:

The Contractor shall maintain the following insurance coverage during the effective terms of SNRHA Contract(s):

- 1. Policy of General Liability Insurance, \$1 million per occurrence and \$2 million aggregate and if applicable, Products Liability. This coverage shall include fire damage of \$50K, medical expenses/personal injury of any one person \$5K and a deductible not greater than \$1K. The SNRHA shall be named as an additional insured on the certificate and the Contractor shall provide an endorsement stating the same. In the event the Contractor carries a deductible higher than \$1K, in lieu of the required deductible, the Contractor shall provide a certified statement of its financial viability or provide an umbrella of additional coverage.
- 2. Worker's Compensation Insurance for all Contractors/Lessees that employ more than one person.
- 3. Evidence of **Auto Liability** Insurance, \$1M combined single limit or evidence of coverage for all vehicles that will be driven on SNRHA property used in conjunction with the Contract.

REQUIRED LICENSE INFORMATION:

The Contractor/Lessee shall provide to the SNRHA copies of all REQUIRED current City, State and/or Federal licenses used to perform the services it provides.

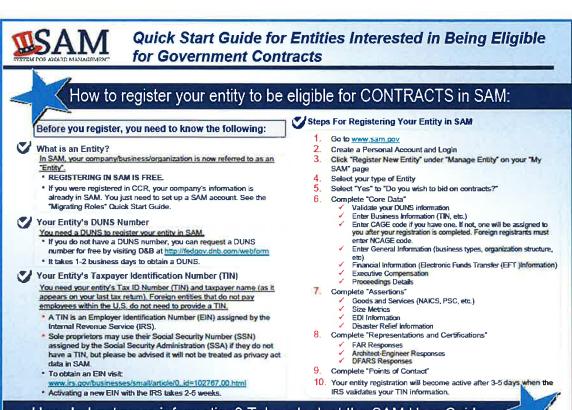
NOTE: A City of Las Vegas Business License is not required pursuant to the Nevada Municipal Code, Supp. No. 79, 12—02, Section 6.02.065D, if a nonprofit professional service organization provides all of its services to the public at no cost and has received tax exempt status pursuant to Title 36 U.S.C Section 502c. The Contractor/Lessee shall provide to the SNRHA evidence of its exempt status.

CERTIFICATE HOLDER'S INFORMATION:

SNRHA, Procurement & Contracts Post Office Box 1897 Las Vegas, NV 89125



Procurement & Contracts Department 340 N. 11th Street, Suite 180, Las Vegas, NV 89101 Phone (702) 477-3140 Fax (702) 922-7050 TDD (702) 387-1898



How do I get more information? Take a look at the SAM User Guide.



Go to Our Website: www.sam.gov



Contact the SAM Help Desk: www.fsd.gov



Contracts & Purchasing Fax: (702) 922-7050; TDD: (702) 387-1898

DISCLOSURE OF OWNERSHIP

INSTRUCTIONS: This form must be completed by the General/Prime Contractor, each Sub-contractor and Joint Venture Partnerships.

Please provide copies of all Busin	for				
	* REQUIRE	D FIELDS			
*Company Name		*Address			
*City, State & Zip		*Telephone		Fax	
*Primary Contact		*Title			
*Email Address	 :	*Federal Tax Identification Nun	nber	DUNS#	
*Business License Number		State of Nevada Contractor's L	icense Number, If a	any	
NAME AND TITLE OF	Principals OF Your CO Please list additional principals			N ON ITS BEH	IALF
*Name		*Title		% Owned	
Name		Tille		% Owned	
used for coding and reporting purpo Minority (MBE) or Women-Owned management by one or more of the	(WBE) Business Enterprise que following (check all that apply):	alifies by virtue of 51%	or more of th	e ownership and	d active
Male Owned	Public Held Corporation	Government Agenc	y	Non-Profit Organ	
Woman Owned	Caucasian American	Native American		Hispanic America	
Asian/Pacific	Hasidic Jew	Asian/Indian		SNRHA Residen	nt
African American SEC 3/RBE Certification #	Veteran Disabled	W/MBE Certification HUB ZONE Certific			
Small Business Certification #		Emerging Small Bu		Tier 1	Tier 2
*DOES YOUR COMPANY RECEIV	'E A 1099? YES . or NO .	Cirleiging Small Bu	Silless (ESB)	Tiel I	Tiel 2
*ARE YOU REGISTERED WITH S' to register. *ARE YOU REGISTERED WITH THE do so at njackson@diversifynevada *DEBARRED STATEMENT: Has to rederal governmental agency? Y and current status.	HE GOVERNOR'S EMERGING S .com. Registering with this Progr his firm or any principles ever bee	MALL BUSINESS PRO am may provide more f en disbarred from provide	OGRAM (ESI inancial oppo	B) YES or NO ortunities for you so or services by	If no, please ir business. any local, state
*DISCLOSURE STATEMENT: Doe commissioner or officer of the SNR circumstances and current status.		ave/had any personal o lease attach a full detai			
The undersigned hereby affirms that SNRHA's list of firms eligible to do to above information is current and acconstitutions to provide quotes/bids/pr	ousiness with the SNRHA. The u curate, and acknowledges on bel	ndersigned further affire half of the noted firm that	ms that, to the at the non-res	e best of his/her sponse of two (2	knowledge, the) consecutive
INSURANCE: Copy of insurance of SNRHA as the Certificate Holder				of contract, nan	ning the
General Liability Insurance Policy # and	Carrier:				
Workman's Compensation Policy # and	Carrier:				
Automobile Liability Insurance Policy # a	and Carrier:				
Signature	Date		Printed Name		



Contracts & Purchasing Fax: (702) 922-7050; TDD: (702) 387-1898

KEY PERSONNEL

	JCT	

LIST PERSONNEL ASSIGNED TO THIS CONTRACT: Identify the individual(s) that will act as project manager and any other supervisory personnel who will work on project; attach brief resume for each:

Name:	Title	
NAME:		
SIGNATURE:		DATE:

Revised 02/2019



Contracts & Purchasing Fax: (702) 922-7050; TDD: (702) 387-1898

DISCLOSURE OF CONFLICT OF INTEREST

TO BE REVIEWED AND RESPONDED TO, WHETHER OR NOT SUCH CONFLICT(S) EXIST. THIS FORM MUST BE SIGNED AND DATED BY ENTITY'S REPRSENTATIVE AND RETURNED ALONG WITH THE DISCLOSURE OF OWNERSHIP FORM.

- 1.0 Ethics in Public Contracting: Ethical standards apply not only to PHA employees and Contracting Officers but to others with a vested interest in PHA contracts such as members of the Board of Commissioners, other officials and agents of the authority, and contractors with whom the PHA does business. Please refer to Handbook No. 7460.8 Rev 2, Chapter 4, which explains the specific ethical requirements for PHA contracting 24 CFR 85.36 (b)(3).
- Principles: Members of the Board of Commissioners, PHA employees, and any others serving in an official position or acting as an agent of the PHA (hereafter referred to as employees, officers, or agents) must discharge their duties impartially to ensure fair competitive access to procurement opportunities by responsible contractors. Moreover, employees, officers, and agents should conduct themselves in such a manner as to foster the public's confidence in the integrity of the PHA procurement organization and process. Any attempt to realize personal gain through PHA employment or to serve as an officer or agent of the PHA through actions inconsistent with the proper discharge of duties is a breach of public trust.
- 1.2 Conflicts of Interest (24 CFR 85.36(b)(3) and Section 19 of the Annual Contribution Contract (ACC) between HUD and Public Housing. PHAs must observe the following conflict of interest prohibitions:
 - 1.2.1 No PHA employee, officer, or agent shall participate in the selection, award or administration of a contract supported by Federal funds if a conflict of interest, financial or otherwise, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family; his or her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for the award.
 - **1.2.2** Immediate family is defined as: father, mother, sister, brother, son, daughter, wife, husband, grandparents, stepparents, in-law, sister-in-law, son-in-law, daughter-in-law, uncle and aunt and legal guardian and legal ward. Uncle and Aunt shall be defined as brother and sister of your biological father or mother.
 - 1.2.3 In addition to any other applicable conflict of interest requirements, neither the PHA nor any of its contractors or their subcontractors may enter into any contract, subcontract, or arrangement in connection with a project under the ACC in which any of the following classes of people have an interest, direct or indirect, during his or her tenure or for one year thereafter:
 - **1.2.3.1** Any present or former member or officer of the governing body of the PHA, or any member of the officer's immediate family. There shall be excepted from this prohibition any present or former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policymaking position with the resident corporation, the PHA or a business entity.



Contracts & Purchasing Fax: (702) 922-7050; TDD: (702) 387-1898

- **1.2.4** Any employee of the PHA who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner.
- 1.2.5 Any public official, member of the local governing body, or State or local legislator, or any member of such individuals' immediate family, who exercises functions or responsibilities with respect to the project(s) of the PHA. (Note: For additional important provisions see Section 19 of the ACC)
- 1.2.6 No present or former PHA employee, officer, or agent shall engage in selling or attempting to sell supplies, services, or construction to the PHA for one year following the date such employment ceased (see Sections 515 of the old ACC, form HUD-53011, dated 11/69, and Section 19 of the new ACC, form HUD-53012A, dated 7/95). The term "sell" means signing a bid or proposal, negotiating a contract, contacting any PHA employee, officer, or agent for the purpose of obtaining, negotiating, or discussing changes in specifications, price, cost allowances, or other terms of a contract; settling contract disputes; or any other liaison activity with a view toward the ultimate consummation of a sale, although the actual contract is negotiated by another person.
- 1.3 The undersigned hereby confirms and attest that he/she is empowered to sign this form and further affirms that, to the best of his/her knowledge there is □ or □ is not an apparent Conflict of Interest.

NOTE: If there is a conflict of interest, Proposers/Bidders must provide this information to SNRHA during the Solicitation process. Failure to do so shall be grounds to consider the Proposal/Bid non-responsive.

Please identify the Conflict of Interest below: (Add supplemental sheet if required)

PERSON NAME	TI'	TLE	RELATIONSHIP
I certify that the above information is true.			
Name: (print)		Title:	
Signature:		Date:	

Form W-9 (Rev. December 2014) Department of the Treasury

Request for Taxpayer Identification Number and Certification

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

III IV	That Heveride Gervice							
	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.							
,	2 Business name/disregarded entity name, if different from above							
/be	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor or	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)						
Print or type	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the tax classification of the single-member owner.	Exemption from FATCA reporting code (if any)						
Ψ.	☐ Other (see instructions) ►		(Applies to accounts maintained outside the U.S.)					
	5 Address (number, street, and apt. or suite no.)	Requester's name a	nd address (optional)					
(6 City, state, and ZIP code							
	7 List account number(s) here (optional)							
P	art I Taxpayer Identification Number (TIN)							
	ter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av	Old -	urity number					
	ckup withholding. For individuals, this is generally your social security number (SSN). However, f							
	ident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other ities, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>		- -					
	l on page 3.	or						
	te. If the account is in more than one name, see the instructions for line 1 and the chart on page	1 -	identification number					
	delines on whose number to enter.	4101						
_		- -	-					
_	art II Certification							
Un	der penalties of perjury, I certify that:							
1.	The number shown on this form is my correct taxpayer identification number (or I am waiting for	a number to be is:	sued to me); and					
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and								
3.	I am a U.S. citizen or other U.S. person (defined below); and							
4. 7	The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	g is correct.						
bed inte ger	rtification instructions. You must cross out item 2 above if you have been notified by the IRS to cause you have failed to report all interest and dividends on your tax return. For real estate trans erest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to nerally, payments other than interest and dividends, you are not required to sign the certification tructions on page 3.	actions, item 2 doe o an individual retii	es not apply. For mortgage rement arrangement (IRA), and					

General Instructions

Signature of

U.S. person ▶

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

Sign

Here

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

Date ▶

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), $\,$
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Form W-9 (Rev. 12-2014)

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- · An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- . An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entitles).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- 2. The treaty article addressing the income,
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the Part II instructions on page 3 for details), $\,$

- 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt* payee code on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity new." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Form W-9 (Rev. 12-2014) Page **3**

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys'
 fees or gross proceeds paid to attorneys, and corporations that provide medical or
 health care services are not exempt with respect to payments reportable on Form
 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2-The United States or any of its agencies or instrumentalities
- 3-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- - 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- $7\!-\!\text{A}$ futures commission merchant registered with the Commodity Futures Trading Commission
 - 8-A real estate investment trust
- $9-\!$ An entity registered at all times during the tax year under the Investment Company Act of 1940
 - 10-A common trust fund operated by a bank under section 584(a)
 - 11-A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
 - 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for			
Interest and dividend payments	All exempt payees except for 7			
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.			
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4			
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²			
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4			

See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B-The United States or any of its agencies or instrumentalities
- C-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
 - G-A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
 - I-A common trust fund as defined in section 584(a)
 - J-A bank as defined in section 581
- K-A broker
- L-A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M-A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Form W-9 (Rev. 12-2014) Page **4**

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
Individual Two or more individuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account'
Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee' The actual owner'
Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
Association, club, religious, charitable, educational, or other tax- exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The braker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN,
- Ensure your employer is protecting your SSN, and
- · Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scarn the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

² Circle the minor's name and furnish the minor's SSN_{*}

. . . .

Date of this notice: 09-11-2009

Employer Identification Number: 27-0910670

Form: SS-4

Number of this notice: CP 575 A

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY % CARL A ROWE 340 NORTH 11TH STREET LAS VEGAS, NV 89101

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 27-0910670. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941 01/31/2010

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes and Publication 4248, EFTPS (Brochure). If you need to make a deposit before you receive your Welcome Package, please visit an IRS taxpayer assistance center to obtain a Federal Tax Deposit Coupon, Form 8109-B. To locate the taxpayer assistance center nearest you, visit the IRS Web site at http://www.irs.gov/localcontacts/index.html. Note: You will not be able to obtain Form 8109-B by calling 1-800-829-TAXFORMS (1-800-829-3676).

. . . .

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.
- * Use this BIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub. Thank you for your cooperation.

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

999999999

Your	Telephone	Number	Best Time t	o Call	DATE O	F THIS	NOTICE: 0	9-11-2009	
() -				EMPLOY	ER IDEI	NTIFICATION	NUMBER:	27-0910670
					FORM:	SS-4		NOBOD	

INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023 أوادانا والمساور والمارا والمارا والمارا والمارارا

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY % CARL A ROWE 340 NORTH 11TH STREET LAS VEGAS, NV 89101



BRIAN SANDOVAL Governor ROBERT R BARENGO Chair, Nevada Tax Commission DEONNE E. CONTINE Executive Director

STATE OF NEVADA DEPARTMENT OF TAXATION

Web Site: http://tax.nv.gov 1650 College Parkway, Suite 115 Carson City, Nevada 89708-7937 Phone: (775) 684-2000 Fax: (775) 884-2020

LAS VEGAS OFFICE
Grant Sawyer Office Building, Suite1300
555 E. Washington Avenue
Las Vegas, Nevada 89101
Phone: (702) 486-2300 Fax: (702) 486-2373

RENO OFFICE 4800 Kletzke Lane Building L. Suite 235 Reno, Nevada 89502 Phone: (775) 688-1295 Fax: (775) 688-1303

HENDERSON OFFICE 2650 Paseo Verde Parkway, Suite 180 Henderson, Nevada 89074 Phone: (702) 486-2300 Fax: (702) 488-3377

September 3, 2015

ACCOUNT NO.: RCE-014-695
THIS LETTER HAS NO EXPIRATION DATE

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY 340 N. 11TH ST LAS VEGAS NV 89101

Pursuant to NRS 372.325 and related statutes, SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY has been granted sales/use tax exempt status. Direct purchases of tangible personal property made by SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY are exempt from sales/use tax. Fraudulent use of this exemption letter is a violation of Nevada law.

Vendors selling tangible personal property to SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY are authorized to sell to them tax exempt. The vendor shall account for the exempt sale on its sales/use tax return under exemptions. For audit purposes, a vendor may use a copy of this letter to document the transaction as tax exempt. However, documentation adequate to prove the purchase was made by a governmental entity is acceptable.

This letter only applies to Nevada sales/use tax and does not provide exemption from any other tax.

Any vendor having questions concerning the use of this sales/use tax exemption letter may contact the Department at one of the district offices listed above.

Sincerely,

Kathleen Williams

Tax Program Supervisor II



BRIAN SANDOVAL
GOVERNOT
ROBERT R. BARENGO
Chair, Nevada Tax Commission
DEONNE E. CONTINE
Executive Director

STATE OF NEVADA DEPARTMENT OF TAXATION

Web Site: http://tax.nv.gov 1550 College Parkway, Suite 115 Carson City, Nevada 88708-7937 Phone: (775) 584-2000 Fax: (775) 684-2020

LAS VEGAS OFFICE
Grant Sawyer Office Building, Suffe1300
555 E. Washington Avenue
Las Vegas, Nevada 89101
Phone; (702) 486-2300 Fax: (702) 486-2373

RENO OFFICE 4800 Kletzke Lane 8uilding L', Suite 235 Reno, Neyada 88502 Phone: (775) 887-9898 Faxc (775) 688-1303

HENDERSON OFFICE 2550 Paseo Verde Parkway, Suits 180 Henderson, Nevada 89074 Phone: (702) 486-2300 Fax: (702) 488-3377

EXEMPT ORGANIZATIONS

Governmental, Religious, Charitable and Educational organizations that are granted exemption from sales and use taxes for purchases or sales may only use their exemption in an official capacity.

Exemption status may <u>not</u> be transferred to <u>individual organization members</u> or <u>anyone else</u> for their personal use. Accordingly, use of an organization's exemption letter for other than its official capacity is inappropriate. Misuse of an organization's exemption may result in its revocation by the Department.



ATTACHMENT NO. 1

SNRHA's Form of Proposal (Checklist)

(To be placed under Tab No. 1 along with any Addendums and/or Notices issued in connection with this IFB)

ATTACHMENT A

Proposal Submission and Format Checklist

(This Form is a summary of what is required under each tab (refer to the solicitation for detail). Fully complete and place this document under Tab No. 1 of the "hard copy" tabbed proposal submittal)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" proposal submittal submitted by the proposer. Also, complete the Section 3 Statement and the Proposer's Statement as noted below:

	statement and the proposer's statement as noted below.			
X = ITEM INCLUDED	SUBMITTAL ITEMS [Submit Two (2) copies of bid proposal, including one (1) w/ original signatures and one (1) copy of the original proposal in the same format.			
	Tab 1 Proposal Submission and Format Checklist (Attachment A);			
	THIS FORM			
	I THIS FORIN			
	Tab 2 Disclosure of Ownership and Disclosure of Conflict of Interest Forms; and Company			
	Information; (Business License, State of NV Contractor License;			
	Certifications, State of NV- Corporation in Good Standing Certificate, etc. IRS W9 form			
	These forms must be fully completed, executed and submitted under this tab as a part of the Bid submittal; Disclosure of			
	Conflict of Interest: This form must be completed, signed, dated and placed under Tab 2 along with the Disclosure of			
	Ownership Form of your submittal. This section shall also contain all current Business Licenses, State of NV, County and			
	City. Contractor Licenses applicable to the required service; If applicable current corporate fillings included LLC, LLP, etc.			
	and/or State of NV Corporation in Good Standing. Attachment #2 of IFB			
	Tab 3 Required HUD & SNRHA Forms: The following forms are attached as Attachment No. 3 to			
	this IFB Document and must be utilized and/or executed and returned under this Tab:			
	HUD 5369-A Representations, Certifications and Other Statement of Bidders;			
	SNRHA Drug-Free Workplace Certification			
	Authorization to Release Information			
<u></u>	Non-Collusive Affidavit Certification			
	Tab 4 Proposed Services: As more fully detailed within Section 2.0, Scope of Bid /Technical			
	Specifications, of this document, the bidder shall clearly detail at a minimum, under this tab, the			
	following information:			
	a) The Bidder's Company Capability Statement and Detailed description of services to provide the required			
services. Include method of assigned work and procedures for maintaining level of quality service, etc.				
	b) Company Resume: History of the company. The Bidder's demonstrated experience in performing similar work			
	and the Bidder's demonstrated successful past performance (including meeting costs, schedules and			
	performance requirements) of contract work substantially similar to that required by this Solicitation;			
	c) Bidder's Technical Capabilities: Resumes of Key Personnel (i.e. Site work supervisors) (in term of personnel,			
	equipment and materials) and Management Structure (including staffing of key positions; Company Quality			
	Control program. How does the company maintain quality control for the service provided?			
	d) If appropriate, how staff are retained, screened, trained and monitored;			
	e) The Company Safety Program (Employee training, site safety procedures; provide certifications (OSHA, etc.			
	Tab No. 5: Managerial Capacity/Financial Viability: The Bidder must submit under this tab a concise			
	description of its managerial and financial capacity (CPA: Financial Statement) to deliver the proposed services,			
	brief resumes for the persons identified within the Key Personnel Section of Attachment No. 2, Disclosure of			
	Ownership Form. Such information shall include the Bidder's qualifications to provide the services; a description			
	of the background and current organizational chart of the company.			
	Tab No. 6: Reference Information: The Bidder shall submit a listing of former or current references, including			
	Public Housing Agencies, for whom the bidder has performed similar or like services to those being proposed			
	herein. Refer to IFB			
	The state of the s			



Southern Nevada Regional Housing Authority (SNRHA) 340 N 11th Street
Las Vegas, Nevada 89101

ATTACHMENT A

	idder must submit under this tab a copy of its Company Equal // Venture Partnership Information (if applicable) refer to			
Tab 8 SNRHA Section 3 Clause and Cont	ractor Initial Response Form			
<u>Tab 9</u> Section 3 Business Certificate Pref	ference Documentation (Optional Item)			
	Tab 10 Other Information: Detail of Cost Proposal entered in NGEM and one (1) copy of bidders current Financial Statement placed here in a seal envelope submitted in the "Original Binder only.			
SECTION 3 STATEMENT Are you claiming a Section 3 Business Preference? YES or NO If "YES," pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 8, which priority are you claiming? ADDENDUMS ISSUED:				
All addendums issued must be noted here to acknowle	Date			
Addendam No	Date			
PROPOSER'S STATEMENT The undersigned proposer states that by completing and submitting this Form and all other documents within this proposal, he/she is verifying that all information provided is, to the best of his/her knowledge, true and accurate, and that if the HA discovers that any information entered to be false, such shall entitle the HA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, the undersigned proposer is agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HA, including an agreement to execute the attached Sample Contract form. Pursuant to this RFP and all ensuing documents, the undersigned proposes to supply the HA with the services described for the fee(s provided in this RFP submittal. Submitted By				
Name (print)	Title:(print)			
Signature:	Date:			



APPENDIX A SECTION 09 91 00 PAINTS AND COATINGS

SECTION 09 91 00

PAINTS AND COATINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Exterior Painting.
- B. Interior Painting.

1.02 SUBMITTALS

- A. Submit under provisions of Section 01 33 00 Submittal Procedures.
- B. Product Data: Manufacturer's data sheets on each paint and coating product to be used, including:
 - 1. Product characteristics.
 - 2. Preparation instructions and recommendations.
 - 3. Primer requirements and recommendations.
 - 4. Storage and handling requirements and recommendations.
 - Application methods.
- C. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.
- D. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.
- E. Manufacturer's Certificates: Certify products meet or exceed specified requirements.
- F. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic cleaning and maintenance of painted surfaces.

1.03 QUALITY ASSURANCE

- A. Installer Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.
- B. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
 - 1. Finish surfaces for verification of products, colors, and sheens.
 - 2. Finish area designated by Architect.
 - 3. Provide samples that designate primer and finish coats.
 - 4. Do not proceed with remaining work until the Architect approves the mock-up.
 - 5. Accepted mock-ups shall be comparison standard for remaining Work

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver paint materials in sealed original-labeled containers bearing manufacturer's name, type of paint, stock number, color, and instructions for reducing or mixing, where applicable.
- B. Store products in accordance with the manufacturer's printed recommendations and in manufacturer's unopened packaging until ready for installation.
- C. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.05 SEQUENCING

- A. Ensure that locating templates and other information required for installation of products of this section are furnished to affected trades in time to prevent interruption of construction progress.
- B. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

1.06 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
- B. Comply with manufacturer's recommendations as to environmental conditions under which coatings and coating systems can be applied. Do not apply paint or coatings when temperature is below 50 degrees F. Do not apply exterior paint in damp or rainy weather; ensure that the surface has dried thoroughly before proceeding. Surface temperature must be at least 5 degrees F above dew point before painting.
- C. Do not apply finish in areas where dust or contaminants are being generated.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable Manufacturers:
 - 1. Behr Paint Company
 - 2. PPG Industries
 - 3. Or approved equal.
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 Product Requirements.

2.02 PAINT SYSTEM MATERIALS

- A. Provide paint materials in accordance with Schedule at the end of the Section. Catalog names and numbers refer to products as manufactured or distributed by the Behr Process Corporation, Santa Ana, California, except as otherwise specified.
 - Products specified are as manufactured by Behr Paint Company. Other manufacturers to conform to materials listed and be approved by Architect in accordance with provisions of Section 01 60 00 - Product Requirements.
 - 2. Do not thin finish coats without the manufacturer's approval.
 - 3. Claims concerning unsuitability of any material specified or inability to satisfactorily produce the work will not be entertained, unless such claim is made in writing to Architect before work is started.
 - Number of coats scheduled is minimum. Apply additional coats at no additional cost if necessary, to completely hide base materials, produce uniform color, and provide satisfactory finish result.
 - 5. Paints and coatings comply with air-quality regulations and established VOC content limits of South Coast AQMD Architectural Rule 1113.
- A. Or approved equal.

PART 3 EXECUTION

3.01 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

- B. Examine surfaces scheduled to receive paint and finishes for conditions that will adversely affect execution, permanence, or quality of work.
- C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 PREPARATION

- A. Clean surfaces to receive paint thoroughly of substances, which could impair adhesion of paints, including dust, dirt, oil, and grease before application of any coatings.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Surfaces to receive paint shall be clean, dry, smooth, and dust-free before application of coatings. Prepare surfaces as follows:
 - 1. WOOD: Remove mill glaze and dust, sand smooth. Fill open joints, cracks, nail holes and other pits or depressions flush and smooth with wood filler after priming. Use wood putty to match finish paint coat. Touch up knots or sap streaks with a stain-blocking sealer before priming.
 - 2. CONCRETE, CAST-IN PLACE / PRECAST / TILT-UP: Remove release agents, curing compounds, loose particles, efflorescence, and chalk. Do not coat surfaces if moisture content or alkalinity of surface to be coated exceeds that permitted in the manufacturer's written instructions. Prime with an alkali-resistant primer.
 - PLASTER and STUCCO: Fill hairline cracks, small holes, and imperfections on plaster surfaces with patching plaster. Smooth off to match adjacent surfaces. Apply an alkaliresistant primer or wash with fresh water and neutralize high alkalinity surfaces where they occur.
 - 4. MASONRY: Remove efflorescence and chalk. Do not coat surfaces if moisture content or alkalinity of surface to be coated exceeds that permitted in the manufacturer's written instructions. Prime with an alkali-resistant primer.
 - 5. SHOP-PRIMED STEEL: Solvent clean according to SSPC-SP1. Remove loose primer and rust, contaminants, and foreign matter. Prime bare steel and touch up abrasions with a suitable ferrous metal primer.
 - 6. STEEL, FERROUS METAL: Remove rust, mill scale, foreign substances, and shop primer. Clean according to SSPC-SP3, "Power Tool Cleaning", or abrasive blasting cleaning according to SSPC-SP6 "Commercial Blast Cleaning" as required. Protect surface from corrosion until application of primer.
 - 7. GALVANIZED METAL: Remove oils, passivators and clean entire surface with an appropriate solvent. Pre-treat with a phosphoric acid etching solution to promote adhesion of subsequently applied coatings.
 - 8. PHOSPHATIZED METAL or GALVANNEALED METAL shall not be chemically etched. Clean and apply suitable metal primer.
 - 9. ALUMINUM: Solvent clean according to SSPC-SP1. Remove loose surface oxidation.
 - 10. GYPSUM BOARD: Remove dust and foreign matter. Fill pits flush and smooth with joint compound and where required, apply skim coat to provide the required finishing level based on GA-214-96, Recommended Levels of Gypsum Board Finish before application of decoration.
- D. Surfaces, which cannot be prepared or painted as specified, shall be immediately brought to attention of Architect in writing.
 - Starting of work without such notification will be considered acceptance by the Contractor of surfaces involved.
 - 2. Replace unsatisfactory work caused by improper or defective surfaces as directed by Architect at no additional cost to Owner.

3.03 INSTALLATION

A. Do not apply initial coating until moisture content of surface is within limitations recommended by paint manufacturer.

- B. Application:
 - 1. Apply paint with suitable brushes, rollers or spraying equipment.
 - 2. Apply stain in accordance with manufacturer's recommendations.
 - Rate of application shall not exceed that as recommended by paint manufacturer for surface involved.
- C. Comply with recommendations of product manufacturer for drying time between succeeding coats.
- D. Leave parts of molding and ornaments clean and true to details with no undue amount of paint in corners and depressions.
- E. Make edges of paint adjoining other material or color clean and sharp with no overlapping.
- F. Refinish whole wall where portion of finish is not acceptable.
- G. Apply materials evenly with proper film thickness and free of runs, sags, skips and other defects. Hard, glossy finishes shall be sanded lightly between coats, dusted, and cleaned before recoating.
- H. Remove hardware, hardware accessories, plates, lighting fixtures and similar items in place prior to painting, and replace upon completion of each space.
- Disconnect heating and other equipment adjacent to walls using workmen skilled in appropriate trades and move to permit wall surfaces to be painted. Following completion of painting, they shall be expertly replaced and reconnected.
- J. Paint visible surfaces behind vents, registers, or grilles flat black.
 - 1. Wash exposed metal with solvent, then prime and paint as scheduled.
 - 2. Spray paint wherever practical.
- K. Do not paint over Underwriters' labels, fusible links, or sprinkler heads.
- L. Exposed Plumbing and Mechanical Items: Items without factory finish such as conduits, pipes, access panels and items of similar nature shall be finished to match adjacent wall and ceiling surfaces unless otherwise directed.

3.04 CLEANING

A. Upon completion of work, remove equipment, excess material, and debris. Remove paint splatter and leave area in a neat and orderly condition.

3.05 PROTECTION

- A. Protect work of other trades, whether to be painted or not, against damage by painting. Correct damage by cleaning, repairing, or replacing and repainting, as acceptable to Architect.
- B. Provide "wet paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others for protection of their work after completion of painting operations.
- C. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.06 SCHEDULES

- A. GENERAL
 - 1. Provide paint finishes of even, uniform color, free from cloudy or mottled appearance. Properly correct non-complying work to satisfaction of Owner's representative and representative of Behr Paint Company.

- 2. Some colors, especially accent colors, may require multiple finish coats for adequate coverage and opacity.
- 3. The specified number of primer and finish coats is minimum acceptable. If full coverage and opacity is not obtained with specified number of coats, apply additional coats as necessary to produce required finish.

B. EXTERIOR PAINT SCHEDULE:

- STUCCO and CEMENT PLASTER
 - a. Satin Professional, 100% Acrylic
 - 1) First Coat: BEHR Multi-Surface Interior/Exterior Primer & Sealer (436)
 - 2) Second Coat: BEHR Pro e600 Exterior Satin Paint (PR640)
 - 3) Third Coat: BEHR Pro e600 Exterior Satin Paint (PR640)
- 2. STUCCO, CEMENT PLASTER, MASONRY & BRICK
 - a. Low Sheen Premium Elastomeric, 100% Acrylic
 - 1) First Coat: BEHR Multi-Surface Interior/Exterior Primer & Sealer (436)
 - 2) Second Coat: BEHR PREMIUM Elastomeric Masonry, Stucco & Brick Paint (67/68)
 - 3) Third Coat: BEHR PREMIUM Elastomeric Masonry, Stucco & Brick Paint (67/68).
- 3. CONCRETE MASONRY UNITS (CMU)
 - a. Flat Premium High Build Coating, 100% Acrylic
 - 1) First Coat: BEHR Pro Block Filler Primer (PR50)
 - 2) Second Coat: BEHR PREMIUM Exterior High Build Coating (4700)
 - 3) Third Coat: BEHR PREMIUM Exterior High Build Coating (4700)
- 4. CEMENTITIOUS COMPOSITION BOARD Fiber Cement Siding, Panel and Trim
 - a. Satin Professional, 100% Acrylic
 - 1) First Coat: BEHR Multi-Surface Interior/Exterior Primer & Sealer (436)
 - 2) Second Coat: BEHR Pro e600 Exterior Satin Paint (PR640)
 - 3) Third Coat: BEHR Pro e600 Exterior Satin Paint (PR640)
- 5. CONCRETE, Solid Color Stain
 - a. Flat Premium, Siliconized, 100% Acrylic
 - 1) Two Coats: BEHR PREMIUM Solid Color Concrete Stain (800/830)
- 6. CONCRETE, SEALER: Wet Look (Vertical or Horizontal Substrates)
 - a. Low Lustre Premium, Acrylic
 - 1) Two Coats: BEHR PREMIUM Low-Lustre Sealer (986)
- 7. WOOD Paint Finish
 - a. Satin Premium, 100% Acrylic
 - 1) First Coat: BEHR Multi-Surface Interior/Exterior Primer & Sealer (436)
 - 2) Second Coat: BEHR PREMIUM PLUS Exterior Satin Enamel (9050)
 - 3) Third Coat: BEHR PREMIUM PLUS Exterior Satin Enamel (9050)
- 8. FERROUS METAL High Performance Direct-To-Metal Coating, Industrial Maintenance
 - a. Semi-Gloss Light Industrial, Premium, 100% Acrylic
 - 1) First Coat: BEHR Interior/Exterior Metal Primer (435)
 - 2) Second Coat: BEHR Interior/Exterior Direct-To-Metal Semi-Gloss Paint (3200)
 - 3) Third Coat: BEHR Interior/Exterior Direct-To-Metal Semi-Gloss Paint (3200)
- 9. GALVANIZED METAL High Performance, Industrial Maintenance
 - a. Semi-Gloss Light Industrial, Premium, 100% Acrylic
 - 1) Pretreatment: Kleen Strip Phosphoric Prep & Etch
 - 2) First Coat: BEHR Interior/Exterior Metal Primer (435)
 - 3) Second Coat: BEHR PREMIUM Interior/Exterior Direct-To-Metal Semi-Gloss Paint (3200)
 - Third Coat: BEHR PREMIUM Interior/Exterior Direct-To-Metal Semi-Gloss Paint (3200)
- 10. ALUMINUM High Performance Industrial Maintenance
 - a. Semi-Gloss Light Industrial, Premium, 100% Acrylic
 - 1) Pretreatment: Kleen Strip Phosphoric Prep & Etch
 - 2) First Coat: BEHR Interior/Exterior Metal Primer (435)
 - 3) Second Coat: BEHR PREMIUM Interior/Exterior Direct-To-Metal Semi-Gloss Paint (3200)
 - 4) Third Coat: BEHR PREMIUM Interior/Exterior Direct-To-Metal Semi-Gloss Paint (3200)

- 1. GYPSUM BOARD
 - a. Semi-Gloss Professional, Latex, Low Odor/VOC
 - 1) First Coat: BEHR Drywall Plus Interior Primer & Sealer (73)
 - 2) Second Coat: BEHR Pro i300 Interior Semi-Gloss Paint (PR370)
 - 3) Third Coat: BEHR Pro i300 Interior Semi-Gloss Paint (PR370)
- 2. GYPSUM BOARD CEILINGS
 - a. Flat Premium, 100% Acrylic Low VOC
 - 1) First Coat: BEHR Drywall Plus Interior Primer & Sealer (73)
 - 2) Second Coat: BEHR PREMIUM PLUS ULTRA Stain-Blocking Ceiling Paint (5558)
 - Third Coat: BEHR PREMIUM PLUS ULTRA Stain-Blocking Ceiling Paint (5558)
- 3. CONCRETE, PLASTER And MASONRY Light Industrial Coating
 - a. Semi-Gloss High Performance, Water-Based Epoxy, Low VOC Coating
 - 1) First Coat: BEHR Drywall Plus Interior Primer & Sealer (73)
 - 2) Second Coat: BEHR PRO Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150)
 - 3) Third Coat: BEHR PRO Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150)
- 4. CONCRETE MASONRY UNITS (CMU) Light Industrial Coating
 - a. Semi-Gloss High Performance, Water-Based Epoxy, Low VOC Coating
 - 1) First Coat: BEHR Pro Block Filler Primer (PR50)
 - 2) Second Coat: BEHR PRO Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150)
 - 3) Third Coat: BEHR PRO Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150)
- 5. FERROUS METAL High Performance Coating
 - a. Semi-Gloss High Performance, Water-Based Epoxy, Low VOC Coating
 - 1) First Coat: BEHR Interior/Exterior Metal Primer (435)
 - 2) Second Coat: BEHR PRO Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150)
 - 3) Third Coat: BEHR PRO Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150)
- 6. GALVANIZED METAL
 - a. Semi-Gloss Professional, Latex, Low Odor/VOC
 - 1) Pretreatment: Kleen Strip Phosphoric Prep & Etch
 - 2) First Coat: BEHR Interior/Exterior Metal Primer (435)
 - 3) Second Coat: BEHR Pro i300 Interior Semi-Gloss Paint (PR370)
 - 4) Third Coat: BEHR Pro i300 Interior Semi-Gloss Paint (PR370)
- 7. FERROUS and NON-FERROUS METALS Dry Fall Coating (Spray applied)
 - a. Flat Professional, Acrylic 100% Acrylic
 - 1) First Coat: First Coat: BEHR Interior/Exterior Metal Primer (435)
 - 2) Second Coat: BEHR Pro Dryfall Paint White (890) Black (891)
 - 3) Third Coat: BEHR Pro Dryfall Paint White (890) Black (891)
- 8. ALUMINUM High Performance Industrial Maintenance
 - a. Semi-Gloss Light Industrial, Premium, 100% Acrylic
 - 1) Pretreatment: Kleen Strip Phosphoric Prep & Etch
 - 2) First Coat: BEHR Interior/Exterior Metal Primer (435)
 - 3) Second Coat: BEHR PREMIUM Interior/Exterior Direct-To-Metal Semi-Gloss Paint (3200)
 - 4) Third Coat: BEHR PREMIUM Interior/Exterior Direct-To-Metal Semi-Gloss Paint (3200)
- 9. WOOD Paint Finish
 - a. Semi-Glass Professional, Latex, Low Odor/VOC
 - First Coat: BEHR Drywall Plus Interior Primer & Sealer (73)
 - 2) Second Coat: BEHR Pro i300 Interior Semi-Gloss Paint (PR370)
 - 3) Third Coat: BEHR Pro i300 Interior Semi-Gloss Paint (PR370)

END OF SECTION