PROCUREMENT (PRO) DEPARTMENT HUD AUDIT RESPONSE:

ITEM NO. 2

SOP

PROCUREMENT DEPT PROCEDURES
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.16 Section 3 Program Housing and Urban Development Act of 1968</td>
<td>27</td>
</tr>
<tr>
<td>3.17 Resident Hiring Requirements</td>
<td>29</td>
</tr>
<tr>
<td>3.18 Section 3 Business Certification</td>
<td>30</td>
</tr>
<tr>
<td>3.19 Solicitation Types – Section 3</td>
<td>30</td>
</tr>
<tr>
<td>3.20 Bid Proposal Phase</td>
<td>32</td>
</tr>
<tr>
<td>3.21 Effective Dates of Obligation and Expenditure of ARRA Funds</td>
<td>32</td>
</tr>
<tr>
<td>3.22 Effective Dates of SNRHA Procurement Policy</td>
<td>32</td>
</tr>
<tr>
<td><strong>4.0 METHODS OF PROCUREMENT</strong></td>
<td>32</td>
</tr>
<tr>
<td>4.1 Selection of Method</td>
<td>32</td>
</tr>
<tr>
<td>4.2 Petty Cash Small Purchases of $100 or less</td>
<td>33</td>
</tr>
<tr>
<td>4.3 Procedures for Making Petty Cash Purchases</td>
<td>33</td>
</tr>
<tr>
<td>4.4 Pro-Card Purchases (Credit Card)</td>
<td>33</td>
</tr>
<tr>
<td>4.5 Pro-Card Administrator</td>
<td>33</td>
</tr>
<tr>
<td>4.6 Pro-Card Management Internal Controls</td>
<td>36</td>
</tr>
<tr>
<td>4.7 The Finance Department – Invoices/Shipping-Packing Slips</td>
<td>37</td>
</tr>
<tr>
<td>4.8 Micro Purchases</td>
<td>38</td>
</tr>
<tr>
<td>4.9 Small Purchase Methods</td>
<td>39</td>
</tr>
<tr>
<td>4.10 Sealed Bidding (IFB)</td>
<td>40</td>
</tr>
<tr>
<td>4.11 Bid Solicitation by Invitation for Bids, (&quot;IFB&quot;)</td>
<td>41</td>
</tr>
<tr>
<td>4.12 Competitive Proposal (RFQ/RFP/QBS);</td>
<td>47</td>
</tr>
<tr>
<td>4.13 Cooperative Purchasing</td>
<td>56</td>
</tr>
<tr>
<td><strong>5.0 TYPES OF CONTRACTS, CLAUSES, AND CONTRACT ADMINISTRATION</strong></td>
<td>56</td>
</tr>
<tr>
<td>5.1 Contract Types</td>
<td>56</td>
</tr>
<tr>
<td>5.2 Options Contracts</td>
<td>56</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
</tr>
<tr>
<td>---------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>5.3</td>
<td>Purchase Orders</td>
</tr>
<tr>
<td>5.4</td>
<td>Firm Fixed-Price</td>
</tr>
<tr>
<td>5.5</td>
<td>Fixed-Price</td>
</tr>
<tr>
<td>5.6</td>
<td>Fixed-Price with Economic Price Adjustment</td>
</tr>
<tr>
<td>5.7</td>
<td>Cost-reimbursement</td>
</tr>
<tr>
<td>5.8</td>
<td>Indefinite-delivery contracts</td>
</tr>
<tr>
<td>5.9</td>
<td>Time and Materials and Labor-Hour</td>
</tr>
<tr>
<td>5.10</td>
<td>Letter Contract</td>
</tr>
<tr>
<td>5.11</td>
<td>Cost-plus-percentage-of-construction-cost</td>
</tr>
<tr>
<td>5.12</td>
<td>Prohibited Contracts</td>
</tr>
<tr>
<td>6.0</td>
<td>CONTRACT ADMINISTRATION</td>
</tr>
<tr>
<td>6.1</td>
<td>General</td>
</tr>
<tr>
<td>6.2</td>
<td>Administering Non-Construction Contracts</td>
</tr>
<tr>
<td>6.3</td>
<td>Contract Modifications</td>
</tr>
<tr>
<td>6.4</td>
<td>Contract Terminations</td>
</tr>
<tr>
<td>6.5</td>
<td>Mandatory Contract Clauses</td>
</tr>
<tr>
<td>6.6</td>
<td>Contract Procedure - Acceptable Methods of Incorporation</td>
</tr>
<tr>
<td>6.7</td>
<td>Prohibited Clauses for Contracts Procured with a HUD Grant</td>
</tr>
<tr>
<td>6.8</td>
<td>Protest Procedures</td>
</tr>
<tr>
<td>6.9</td>
<td>Bond Requirement for Protest</td>
</tr>
<tr>
<td>6.10</td>
<td>Receipt of Protest</td>
</tr>
<tr>
<td>6.11</td>
<td>Response to Protest</td>
</tr>
<tr>
<td>6.12</td>
<td>Denials of Protest</td>
</tr>
<tr>
<td>6.13</td>
<td>Protest – Appeal Hearing</td>
</tr>
<tr>
<td>Section</td>
<td>Title</td>
</tr>
<tr>
<td>---------</td>
<td>-------</td>
</tr>
<tr>
<td>7.0</td>
<td>Ethics in Public Contracting</td>
</tr>
<tr>
<td>7.1</td>
<td>General</td>
</tr>
<tr>
<td>7.2</td>
<td>Conflict of Interest</td>
</tr>
<tr>
<td>7.3</td>
<td>Gratuities, Kickbacks, and Use of Confidential Information</td>
</tr>
<tr>
<td>7.4</td>
<td>Prohibition Against Contingent Fees</td>
</tr>
<tr>
<td>7.5</td>
<td>Use of Confidential Information</td>
</tr>
<tr>
<td>7.6</td>
<td>Prohibition Against Contingent Fees</td>
</tr>
<tr>
<td>7.7</td>
<td>Sanctions</td>
</tr>
<tr>
<td>7.8</td>
<td>Recovery and Confiscation</td>
</tr>
<tr>
<td>8.0</td>
<td>Audit Procedures</td>
</tr>
<tr>
<td>8.1</td>
<td>File Reviews</td>
</tr>
<tr>
<td>9.0</td>
<td>MBE - WBE - DBE Business Concerns</td>
</tr>
<tr>
<td>9.1</td>
<td>Preference Points</td>
</tr>
<tr>
<td>9.2</td>
<td>Qualification and Documentation Required</td>
</tr>
<tr>
<td>10.0</td>
<td>Capital Fund Stimulus Grant Procurement Policy</td>
</tr>
<tr>
<td>10.2</td>
<td>General Provisions</td>
</tr>
<tr>
<td>10.3</td>
<td>Application</td>
</tr>
<tr>
<td>10.4</td>
<td>State and Local</td>
</tr>
<tr>
<td>10.5</td>
<td>Public Access to Procurement Information</td>
</tr>
<tr>
<td>10.6</td>
<td>Funding Sources</td>
</tr>
<tr>
<td>10.7</td>
<td>ARRA Versus Federal and/or Non-Federal Funding</td>
</tr>
<tr>
<td>10.8</td>
<td>List of SNRHA Funds</td>
</tr>
<tr>
<td>10.9</td>
<td>Exclusions from Federal Requirements Under This Policy</td>
</tr>
<tr>
<td>10.10</td>
<td>Policy NOT All-Inclusive</td>
</tr>
<tr>
<td>Section</td>
<td>Title</td>
</tr>
<tr>
<td>---------</td>
<td>-------</td>
</tr>
<tr>
<td>10.11</td>
<td>Application of New Law</td>
</tr>
<tr>
<td>11.0</td>
<td>DOCUMENT CONTROL PROCEDURE</td>
</tr>
<tr>
<td>11.1</td>
<td>Scope</td>
</tr>
<tr>
<td>11.2</td>
<td>Purpose</td>
</tr>
<tr>
<td>11.3</td>
<td>Responsibility &amp; Authority</td>
</tr>
<tr>
<td>11.4</td>
<td>Procedure</td>
</tr>
<tr>
<td>11.5</td>
<td>Document Control and Revisions</td>
</tr>
<tr>
<td>11.6</td>
<td>Denied Revisions</td>
</tr>
<tr>
<td>11.7</td>
<td>Role of Procurement Manager</td>
</tr>
<tr>
<td>11.8</td>
<td>Role of Staff</td>
</tr>
<tr>
<td>11.9</td>
<td>Document Numbering</td>
</tr>
<tr>
<td>11.10</td>
<td>Document Retention</td>
</tr>
<tr>
<td>11.11</td>
<td>References and Key Documents</td>
</tr>
<tr>
<td>12.0</td>
<td>GLOSSARY</td>
</tr>
<tr>
<td>12.1</td>
<td>Procurement Terms</td>
</tr>
<tr>
<td>13.0</td>
<td>APPENDICES</td>
</tr>
<tr>
<td>13.1</td>
<td>Appendix A – Acquisition Plan</td>
</tr>
<tr>
<td>13.2</td>
<td>Appendix B – Ratification Request</td>
</tr>
<tr>
<td>13.3</td>
<td>Appendix C – Wells Fargo Purchasing Card</td>
</tr>
<tr>
<td>13.4</td>
<td>Appendix D – Independent Cost Estimate Form</td>
</tr>
<tr>
<td>13.5</td>
<td>Appendix E – Justification of Award for Small Purchases</td>
</tr>
<tr>
<td>13.6</td>
<td>Appendix F - Purchase Requisitions</td>
</tr>
<tr>
<td>13.7</td>
<td>Appendix G – Contracts, Purchase Orders and Invoice Processing provided by IT</td>
</tr>
<tr>
<td>13.8</td>
<td>Appendix H – Corrective Action Request (CAR)</td>
</tr>
<tr>
<td>Section</td>
<td>Title</td>
</tr>
<tr>
<td>---------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>13.9</td>
<td>Appendix I – Construction Weekly Progress Report</td>
</tr>
<tr>
<td>13.10</td>
<td>Appendix 2 – Procedures for Process DEV MOD procurements</td>
</tr>
<tr>
<td>13.11</td>
<td>Appendix 3 - Summary of HUD Procurement Requirements</td>
</tr>
</tbody>
</table>

1.0 GENERAL PROVISIONS

1.1 Purpose

- Define the role of the Procurement Department within the organization established by the Southern Nevada Regional Housing Authority (SNRHA).
- To clearly delineate the procurement procedures SNRHA will adhere to.
- Establish procedures for procuring items with government and non-government related funding.
- Establish a standardized methodology for procuring supplies, services and construction.

1.2 Responsibility

- It is the responsibility of SNRHA procurement staff to ensure the procurement procedures are current and accurate.
- Each staff member shall acknowledge receipt of and adhere to the procurement procedures, and to inform the Contracting Officer or designate in writing of any necessary revisions.
- Failure by any SNRHA staff to abide by these requirements may result in disciplinary action including warning, suspension or termination.

1.3 Application

- The procurement procedures apply to all requisitions, purchase orders and contracts utilized for the procurement of supplies, services, and construction.

2.0 PROCUREMENT AUTHORITY AND ADMINISTRATION

2.1 Procurement Authority

The Board of Commissioners (the “Board”) appoints and delegates procurement authority to the Executive Director and is responsible for ensuring that any procurement policies adopted are appropriate. All procurements over $100,000.00 must be approved by the Board.

2.2 Responsibilities of the Contracting Officer

- Regardless of authority delegated to the Contracting Officer, the Contracting Officer shall comply with SNRHA’s procurement procedures.
- Use sound judgment in accomplishing the procurement activities.
To ensure bidders and contractors receive fair, impartial, and equitable treatment.

To ensure contract actions comply with all applicable Federal standards as stated in 24 CFR 85.36, or applicable state and local laws that are more stringent, provided they are consistent with 24 CFR 85.36.

Procurement requirements are subject to an annual planning process to assure efficient and economical purchasing.

To ensure contracts and modifications are in writing, clearly specify the desired supplies, services, or construction and are supported by sufficient documentation regarding the history of the procurement. This includes establishment of the method of procurement, the selection of the contract type, basis for selecting or rejecting offers, and the establishment of the contract price.

To ensure the contract award is made to the responsive and responsible bidder offering the lowest price; sealed bid, or the contract award is made to the offeror whose proposal offers the greatest value to SNRHA after considering price, technical, and other factors as specified in the solicitation for competitive proposals.

To ensure unsuccessful firms are notified within ten (10) days of contract award.

To ensure there are sufficient unencumbered funds available to cover the anticipated cost of procurements, before contract award or modification, including change orders. Additionally, the work is inspected before payment, and payment is made in accordance with the terms & conditions of the contract.

Refer to Appendix 4 Summary of HUD requirements

2.3 Delegation of Authority

This section discusses the authority for procurement activity, delegation and the administration of procurement functions.

Delegations of procurement authority shall be in writing, and shall clearly state the limits of authority delegated in terms of dollar value of individual obligations. Furthermore, delegations shall also state whether the recipient may further re-delegate any of the authority and, if so, how much.

The signature of the contracting officer on PHA contracts is a legal commitment, and requires continuing performance by the PHA under the terms and conditions of the contract. If an individual is not an authorized contracting officer, that individual must not bind the PHA by making an implied contract such as making a promise or stating intent to purchase, either orally or in writing.
The Executive Director has the authority to delegate, in writing, all or part of procurement functions to individuals staffed within the organization.

3.0 GENERAL REQUIREMENTS

3.1 Annual Procurement Planning

Planning is essential to managing the procurement process. SNRHA will annually review its record of prior purchases, as well as future needs.

- Find patterns of procurement actions that could be performed more efficiently or economically;
- Maximize competition and competitive pricing among contracts and decrease procurement costs;
- Reduce administrative costs;
- Ensure that supplies and services are obtained without any need for re-procurement, e.g., resolving bid protests.
- Minimize errors that occur when there is inadequate lead time. Consideration shall be given to storage, security, and handling requirements when planning the most appropriate purchasing actions.
- Give priority consideration to rehabilitation of vacant rental units;
- Prioritize capital projects, that are already underway and require additional funds, or are included in the Five-Year Capital Fund Action Plan; and
- Give priority to Capital Fund Stimulus Grant projects than can award contracts based on bids within 120 days from February 17, 2009 (the day the Recovery Act was signed).

3.2 Purchase Requisition (PR)- Automated Yardi Requisitions / Purchase Orders:

- Requisitions are required for all purchases except P-Card purchases, petty cash and check requests. Check requests and Pro-Card purchases are monitored by the Finance Department.
- In Yardi Requisitions and Purchase Orders numbers are generated sequentially automatically. Requisitions, Purchase Order and Contract can and are linked together as required. The requisition and PO is the main method used to pay invoices however, Finance does have other methods.
- Procurement Requisitions submitted are categorized as a commodity, service or construction. Yardi will record the date of the entry and all approvals. The Procurement Dept., (Director of Procurement) is the last department to approve requisitions.
Requisitions are distributed to the FRO staff by the Director/Manager once fully approved which authorizes the Procurement Dept. to proceed with a procurement. The PRO staff review the PR for the following content prior to performing the procurement; these items should be attached to the requisition in Yardi and/or contained within the PR Notes:

- Budget Amount
- Type of Procurement:
  a. Services – Require a Scope of Work (a detailed description of the work to perform) and a Cost Estimate.
  b. Equipment – Requires the manufacturer’s name, model number, a description of the item and a Cost Estimate.
  c. Commodity Stock Items – One (1) commodity type per requisition; for example: Janitorial, Plumbing, Structural, etc.
  d. Emergency Purchases:
     i. Pro-Card Purchases (Credit Card) - refer to section on P cards.
     ii. Pro-Cards (Credit Cards) are to be used for emergency purchases only.
     iii. An emergency is defined as anything that affects the immediate health or safety of the public, resident or an employee.
     iv. Upon completion of the purchase, the requestor will provide to the Finance Department with approvals and the justification for the emergency upon completion of the purchase.
     v. If using a requisitions to pay for Emergency services, requisition approval and an explanation/justification for the emergency must accompany the requisition.

- Contract number – Services currently under contract by SNRHA if applicable must be entered.
- Approvals – Required
- Note: PRO staff refer to HUD/Federal regulations and SNRHA Federal, Non-Federal Policies, NRS as applicable for regulatory and legal procurement compliance when conducting procurements.

3.3 Contract Set-Up - Yardi

- When setting up a contract in Yardi, the contract number is obtained from the PRO Contracts/Solicitation Log, maintained the Procurement Assistant. All budget information is obtained from the approved requisition. In 2013 Finance authorized Procurement to utilize a general
coding for all Opfund Annual contracts which is as follows: Job: Current fiscal year (i.e. OPfund-2015) Property: PHAMP200 all other coding (Pay Account, Category, Cost Code) assign relates to the service or type of contract.

- Refer to APPENDIX NO. 2 SNRHA CONTRACT MANUAL LV2 prepared by the IT Dept., for a full description of a Requisitions /Purchase Order /Contracts Instructions for Yardi. This document is located SNRHA Intranet: Management Reports
- Assigning Procurement Solicitations/Contract Numbers
- Assigning a Solicitation Number
- The numbers for solicitations: RFP’s, RFQ’s, IFB’s and QBS’ are recorded into an Excel spreadsheet that details the type of Solicitations log and a detailed description.
- The Letter represents the type of solicitation ( IFB= I; RFP =P; RFQ =Q; QBS=S). The first (2) digits are the numbers of the current fiscal year. (2012=12; 2011=11, etc.)
- The next 3 digits are sequentially numbered and start with 000 (Special Note: For Projects not funded with CPF, Mod/Dev numbers start at 500).
- Once the buyer has completed the Solicitation process and an award of contract is made, the assigned solicitation number is converted into a contract number in Yardi and the contract document for tracking purposes. The solicitation number is referenced on all contracts /PO documents.
- Assigning a Contract Number
- The acronym for the solicitation type (i.e. IFB “B”, RFP “P”, etc.) is removed and replaced with a letter represent contract type. For Contracts/BPO the first character is changed for “C”, representing a “Contract” or “P” representing a “Blanket Purchase Order” in Yardi. For tracking purposes, the number will remain the same as the Solicitation number*.

3.4 Blanket Purchase Order (BPO)
- A blanket purchase order is a contract for the purchase of goods or services with a term the length of the fiscal year. When entering BPO in Yardi a “P” is assigned to the contract number instead of a “C” to distinguish between a BPO and a contract.

3.5 Preparing a Requisition
- Check to see if items or services can be purchased on an existing contract.
Review budget to ensure adequate funds are available.

Prepare a requisition and provide detailed information about the item or service as required.

If possible, provide a recommended source for your purchase.

If your purchase requires more than a brief description, please prepare a scope of work and provide a detailed description for each service required, including, place of performance, period of performance, point of contact for questions, and any other data such as drawings, and specifications.

Each requisition shall contain an estimated price for the item or service being purchased. For emergency purchases requisitions must be submitted within 24 hours of the emergency purchase. Additionally a written justification detailing the emergency must accompany the requisition. See glossary of terms for definition.

For construction purchases, an Independent Cost Estimate (“ICE”) will be required.

For purchases of commodities, requestors are responsible for placing a valid stock and/or part number that are contained in the stock book and/or computer system and additionally, requisitions shall contain one commodity type per requisition.

Obtain approval from department manager prior to submission into the YARDI system. Approvers are expected to review, approve or reject a requisition within three (3) business days.

3.6 Purchase Requisition Procedures

The Procurement Department is the only department authorized to make purchases on behalf of the SNRHA.

- Requisition Lead Times: To ensure quality processing of purchasing transactions. The Procurement Department has established the following lead times:

<table>
<thead>
<tr>
<th>Dollar Amount</th>
<th>Lead Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>$30,000.00 and below</td>
<td>up to 3 weeks</td>
</tr>
<tr>
<td>$30,001 to $99,999</td>
<td>up to 5 weeks</td>
</tr>
<tr>
<td>$100,000.00 or greater</td>
<td>up to 8 weeks</td>
</tr>
</tbody>
</table>

Note: These lead times will commence upon receipt of a complete requisition package.

3.7 Yardi - Automated Requisition Input Process

- Complete an automated requisition form providing all required information and obtain authorized approvals.
• Requisition Control Numbers are generated by the automated system.
• The contract or purchase order number is required when a change is made to an existing contract or purchase order.
• The AMP, Property, or Department number identifies the requestor's location.
• Contractor/Supplier: A preferred or recommended vendor.
• QTY: number of items requested
• U/M: Unit of Measure
• Provide the correct part/stock number. Incorrect part numbers on requisitions will be returned.
• Pay Account (Job), Job Category, Cost Code and GL Account provided by the Finance Department.
• See Appendix F for How To Enter Purchase Requisitions.
• See Appendix G for the automated approval process. Additionally, the following approvals have been established for requisitions.

<table>
<thead>
<tr>
<th>Position</th>
<th>Approval Ceiling</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Director</td>
<td>up to $100,000.00</td>
</tr>
<tr>
<td>Deputy Executive Director</td>
<td>up to $40,000.00</td>
</tr>
<tr>
<td>Department Heads (Directors/Managers)</td>
<td>up to $15,000.00</td>
</tr>
<tr>
<td>Regional Manager(s)</td>
<td>up to $7,000.00</td>
</tr>
<tr>
<td>Asset and Property Managers</td>
<td>up to $3,000.00</td>
</tr>
</tbody>
</table>

3.8 Independent Cost Estimate ("ICE")s

The Contracting Officer shall prepare an ICE commensurate with the purchase requirement. An ICE is not required for Micro Purchases below $2,000. The level of detail of an ICE will depend upon the dollar value or complexity of the proposed contract. The ICE must be prepared prior to the solicitation of offers.

• The ICE shall normally be broken out into major categories of cost (e.g., labor, materials, and other direct costs such as travel, overhead, and profit). See Appendix D

3.9 Acquisition Planning

For the purpose of ensuring timely processing of requisitions, the Procurement Department has developed and is implementing an Acquisition Plan to be used with all complex purchases and those procurements which exceed the small purchasing threshold. (See Appendix A) Additionally a Business Strategy Planning Meeting must be conducted as well.
The acquisition plan will be utilized to forecast and to measure processing time. Furthermore, all procurements complex in nature or which require the formal procurement process will include a Business Strategy Planning meeting.

3.10 Documentation

- With respect to price reasonableness, the procurement file should be documented to support the actions taken. For Small Purchases, the contractor shall use the Justification of Award for Small Purchases. See Appendix E.

In the case of sealed bids where there was adequate competition, no additional documentation is required in that the bid tabulation sheet, or equivalent, will serve as the test of price reasonableness.

Similarly, in the case of competitive proposals where

1. There was adequate competition.

2. The scope of work was not complex (easy to evaluate competing bids).

3. The PHA did not ask the vendor to break out elements of costs separately; no additional documentation is required for price reasonableness other than the comparison of prices offered.

However, documentation is required to demonstrate price reasonableness, including any cost analyses, whenever

1. Adequate competition did not exist.

2. Adequate competition existed but the PHA received only one bid/proposal.

3. The price obtained varied significantly from the ICE, in which case the Contracting Officer should note/explain the reasons for the difference, e.g., poor estimate, etc.

- It is SNRHA's policy to ensure that sufficient records are maintained to detail the significant history of each procurement action. Such records will include, but not be limited to:
  a. The rationale for the method of procurement selected.
  b. The solicitation
  c. The selection of a contract pricing arrangement; but only if not apparent (i.e., the contract file would not need to document why a firm fixed-price was used to obtain building materials).
d. Information regarding contractor selection or rejection, including, where applicable, the negotiation memo, the source selection panel, evaluation report, cost and price analysis, email correspondence (including offers, selections, pertinent pre and post award discussions and negotiations, etc.).

e. The basis for the contract price

f. Contract Administration issues and actions

- Record Retention

SNRHA shall retain records concerning all procurements it conducts in paper or electronic format. These records must be retained for a period of ten (10) years after final payment and all matters pertaining to the contract are closed. If any claims or litigation are involved, the records shall be retained until all contract issues are satisfactorily resolved.

- Contractor’s Retention of Records

Contracts and purchase agreements must include a clause requiring retention by the contractor of all required records pertaining to the contract. These records must be retained for a period of three (3) years after final payment and all others matters pertaining to the contract are closed.

- Audits

SNRHA can audit a contractor’s records as it pertains to the contracted service or purchase at SNRHA’s discretion.

3.11 Funding Payment and Internal Controls

SNRHA will ensure that sufficient funds are available for any purchases made. SNRHA has established the following internal controls to assure the proper expenditure of funds:

- A budget has been established for each department by the Finance Department and is issued at the beginning of each fiscal year.

- Department Directors/Managers shall monitor and control all purchases made by and for their department to ensure compliance with the budgets established by the Finance Department and Executive Director.

3.12 Specifications and Statements of Work

- Regulatory Requirement

24 CFR 85.36(c) states, in part, "all procurement transactions shall be conducted in a manner providing for full and open competition." In
compliance with this requirement, the specifications or statement of work must be designed so as not to restrict competition to one supplier.

- **Specifications**

  a. Specifications and Statements of Work shall be prepared by the requestor and approved by the Department Manager prior to submission to procurement. The Procurement Department shall have final review and approval.

  b. All specifications shall be drafted so as to promote overall economy for the purposes intended and to encourage competition in satisfying the SNRHA’s needs.

  c. Specifications shall be reviewed prior to solicitation to ensure that they do not represent unnecessary or duplicative items.

  d. Detailed product specifications shall be avoided whenever possible. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase.

  e. For equipment purchases, a lease versus purchase analysis shall be performed to determine the most economical form of procurement.

- **Specification Types**

  Three types of specifications are used in preparing contracts for equipment, supplies, or construction – functional or performance specifications, design specifications, and brand name or equal specifications.

  While these general types are described below, it is rare to find specifications that fit completely into just one of the above categories. Most specifications contain a combination of design and performance requirements and may, include brand name or equal descriptions of components.

  a. Functional or Performance Specifications
1. These specifications contain performance characteristics that are desired for the item or that identify how the item functions. The detailed design or exact measurements are not stated.

2. As such, a functional or performance specification is inherently risky because the performance specifications only state the overall requirements and allow each contractor to furnish its own item, product, or inventory to meet the required performance.

b. Design Specifications

1. Design specifications contain a description of the item desired as opposed to performance standards. Design specifications may be as detailed as needed.

2. Depending on the nature of the item, the design specifications may contain precise measurements, tolerances, materials, product tests, quality control, and other detailed information, provided competition is not being limited to one product.

3. The information furnished in the specification shall be sufficiently detailed to ensure that all items manufactured to the specifications will be virtually the same.

c. Brand Name or Equal Specifications

1. Under this form of specification, clear and accurate product descriptions are developed. These descriptions shall not contain features that unduly restrict competition.

2. It may be necessary to describe technical requirements for materials and equipment by referencing brand name products in order to define performance or other salient requirements.

3. References to brand names shall be followed by the words "or equal" and a description of the item's essential characteristics so that competition is not restricted.

4. Specific brand names may be used only for establishing design and quality standards and only if there is no other reasonable method of designating the required quality of the item desired.
5. When brand names or catalog numbers are used, inform the offerors that such references establish only design or quality standard; in fact, any other products that clearly and demonstrably meet the standard are also acceptable.

d. Contractor-Developed Specifications

1. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors funded to develop or draft specifications, requirements, statements of work, invitations for bid, or requests for proposals shall be excluded from competing in the procurement.

2. The only exception to this rule is if, prior to the solicitation, all respondents to solicitations are provided with materials and information made available to the contractor involved in matters pertinent to the solicitation.

• Specification Limitations

The following specifications limitations shall be avoided:

a. Geographic restrictions not mandated or encouraged by applicable Federal law (except for architect/engineer contracts, which may include geographic location as a selection factor if adequate competition is available);

b. Unnecessary bonding or experience requirements;

c. Brand name specifications (unless a written determination is made that only the identified item will satisfy the SNRHA’s needs);

Nothing in these procurement procedures shall preempt any state licensing laws. Specifications shall be scrutinized to ensure that organizational conflicts of interest do not occur.

3.13 Determining Responsiveness & Contractor Responsibility

The Contracting Officer must determine that the contractor is responsive and responsible at the time of award.

• Responsiveness

To be considered responsive, a bid must conform to the material requirements of sealed bids and competitive proposals.
The Contracting Officer must examine the low bid to be sure that the bidder did not alter the specifications or other terms and conditions (e.g., delivery schedules, payment terms, etc.) or attempt to impose different terms and conditions.

If the bid does not conform to the solicitation, it must be rejected and the next lowest bid examined for responsiveness.

Allowing a bidder to alter the material requirements of a solicitation gives the bidder an unfair advantage over the other bidders and destroys the integrity of the sealed bidding process. It also limits the PHA's rights in the contract.

The Contracting Officer shall document his/her findings regarding the low bidder's responsiveness in the procurement file. Minor informalities are not grounds for determining a bid to be non-responsive.

- Responsibility

After determining the responsiveness of the low bid, the Contracting Officer shall determine if the bidder is responsible.

SNRHA shall not award any contract until the prospective contractor (i.e., low responsive bidder or successful respondent) has been determined to be responsible.

The Contracting Officer shall conduct an investigation to determine that a prospective contractor is responsible. The size and complexity of the contract, the degree of prior experience of the Contracting Officer with the offeror, and the extent to which SNRHA can cancel the contract and install a replacement vendor will all influence the breadth of the investigation. Only that information deemed necessary to determine the offeror's responsibility shall be requested, obtained, and reviewed.

To determine responsibility, the Contracting Officer may, at his/her sole discretion, use various investigation methods to satisfy the following requirements of potential contractors.

- Financial Capability

Have adequate financial resources to perform the contract, or the ability to obtain.

a. Financial information and credit bureau reports; require the contractors to provide information and verification regarding their credit line and account balances with financial institutions.
and name of the financial institution's officer serving the account.

b. To determine if the contractor has necessary organization experience accounting and procurement controls, and technical skills. The contracting officer may

1. Verify experience with other customers;
2. Request copies of any audits;
3. Verify that necessary personnel will be available to perform the contract;
4. Verify the offeror's compliance with payments, wage rates, and affirmative action requirements with other customers and with applicable State and Federal Government offices, e.g., Department of Labor Wage and Hour Division.

- Technical Capabilities

Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them.

To determine necessary production, construction, technical equipment and facilities, the contracting officer may:

a. Request evidence that the offeror has all the equipment and facilities he/she will need or the capability to obtain them;
b. Visit the offeror's place of business or other job sites to verify equipment and facilities;
c. Contact equipment dealers and/or facility owners from whom the offeror indicates that he/she will rent or lease equipment or space;

- Performance Schedule

Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder's/offorer's existing commercial and governmental business commitments.

The Contracting Officer shall determine compliance with delivery and performance schedules by requesting information on all other active contracts the offeror is performing and verify their status with those buyers.

- Past Performance
The contractor must have a satisfactory performance record. To determine the performance record, the Contracting Officer may:

a. Require the contractor to submit contact information for recent contracts they have performed for other customers and grant the contracting officer permission to contact those recent customers to ascertain the contractor’s quality of performance, including but not limited to timeliness of delivery/completion, quality of work, compliance with terms and conditions of the contract, and cost control, if applicable;

b. Ask the past customers whether or not they would contract with the offeror again and why; and

c. Research the offeror’s performance history and general litigation history.

• References

Have a satisfactory record of integrity and business ethics. To determine integrity and business ethics, the Contracting Officer may:

a. Contact the offeror’s previous and current customers to verify their dealings with the offeror;

b. Check with the local Better Business Bureau, local offices of Code Compliance and Business Licenses, or other regulatory agencies for business ethics record and compliance with public policy.

• Qualifications

To determine eligibility to receive a contract, the Contracting Officer may verify that the offeror has not been suspended, debarred or is not under a HUD LDP.

The Contracting Officer will document the facts surrounding the Contractor’s failure to comply with the investigation and include the documentation in the procurement file.

• Evidence of Responsibility

It is incumbent upon bidders/offerors to provide acceptable evidence of their ability to meet the requirements. Acceptable evidence normally consists of a commitment or explicit arrangement that will be in existence at the time of contract award to rent, purchase, or otherwise acquire the needed facilities, equipment, financing, personnel, or other resources. A non-responsible contractor may not be awarded the contract. The Contracting Officer must clearly indicate to contractors the time frame in
which they are required to submit evidence to meet the above requirements of responsibility.

- **Sealed Bids**

  For sealed bids the contractor must be responsible at the point where the low, responsive bidder has been determined. Bidders may be afforded the opportunity to provide acceptable evidence of their ability to meet the stated requirements after bid opening.

  a. **Competitive Proposal**

  For the competitive proposal method, the proposer must be responsible after the successful contractor has been selected for award. Proposers may be afforded the opportunity to provide acceptable evidence of their ability to meet the stated requirements after contractor selection.

- **Determination of Non-Responsibility**

  After all research is completed the Contracting Officer shall document the results in the procurement file. If the facts indicate the bidder fails to meet the requirements for responsibility, the Contracting Officer shall document the findings of fact that led to the determination in the procurement file. Any determination of non-responsibility must be signed by the Contracting Officer and provide notice thereof in accordance with the procedure set forth below.

- **Notifying Bidders/Offerors of Non-Responsibility**

  The Contracting Officer shall notify low bidders or otherwise successful offerors who are determined to be non-responsible in writing.

- **System for Award Management (SAM).**

  The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS

  a. SNRHA shall not make an award to any contractor that is not registered in SAM with active with no exclusions.

  b. SNRHA shall not make an award to any contractor or individual who has been suspended or debarred and whose name appears with exclusions per SAM review.

  c. **Prime Contractor Responsibility**
Prime contractors are responsible for determining that potential subcontractors are not on any of the lists precluding participation in a SNRHA project.

d. Procurement shall notify potential contractors of their responsibility to confirm in their proposals that each of their subcontractors is not subject to an SAM, suspension, or disbarment.

e. Procurement shall require potential contractors to provide evidence that an SAM, suspension, and debarment compliance check has been made regarding each proposed subcontractor before the award is made or before new subcontractors will be allowed to participate in the contract.

Note: SNRHA, in its sole discretion, may check the subcontractor references. If a subcontractor is found to be under any sanctions, the prime contractor must be notified that the subcontractor may not participate in the work. If the prime contractor fails to remove that subcontractor from the contract, then SNRHA may cancel the contract.

3.14 Price Reasonableness

- General

The Contracting Officer must perform a cost or price analysis for procurement to determine that the price is reasonable. Competitive procurements will usually be sufficient for price reasonableness determination based simply on a comparison of the offered prices. The cost price analysis procedure may vary depending on the type of procurement. However, Procurement shall attempt to obtain the lowest price even where the award is based on the lowest bidder. Additionally, the degree of analysis shall depend on the facts surrounding the procurement. Price Reasonableness shall be determined by an ICE and must be made:

a. When there is a sole source (or non-competitive proposal).

b. When after soliciting bids, only one bid is received and the Contracting Officer does not have sufficient data on costs to establish price reasonableness (such as prior purchases of similar nature), and SNRHA is considering making an award to the sole bidder.

c. When negotiating modifications to contracts that impact the price or estimated cost.
d. When terminating a contract and the contractor is entitled to payment of reasonable costs incurred as a result of termination or when awarding a cost-reimbursement contract.

e. If the procurement is based on non-competitive proposals, or when only one offer is received, or for any other procurement as deemed necessary by SNRHA, the offeror shall be required to submit:

1. A cost breakdown showing projected costs and profit.

2. Commercial pricing and sales information, sufficient to enable SNRHA to verify the reasonableness of the proposed price as a catalog or market price of a commercial product sold in substantial quantities to the general public.

3. Or documentation showing that the offered price is set by law or regulation.

- Price Analysis

The Contracting Officer must evaluate the proposer's prices. Competition is the preferred method.

3.15 Prohibition Against Bid Splitting

SNRHA will not break down a single purchase which is greater than the Small Purchase dollar limit, (or the Micro Purchase dollar limit) into multiple purchases that are less than the applicable dollar limits merely to permit use of the Small Purchase procedures or avoid any requirements that apply to purchases that exceed those dollar limits. However, a larger purchase may be broken into smaller ones to afford small and minority businesses the opportunity to participate in the SNRHA’s procurements. The Contracting Officer shall document in the contract file the reasons for breaking down larger requirements into smaller ones.

a. Other Factors

If using “price and other factors” to determine award, the Contracting Officer has broad discretion to use a broad spectrum of information including but not limited to the Contracting Officer knowledge of, and previous experience with the product or service being purchased, the vendor’s past performance for SNRHA or customer surveys to evaluate the quotation.

b. Purchase Distribution
To the extent reasonably feasible, and to promote competition, Small and Micro Purchases shall be distributed among qualified sources.

3.16 Ratifications

All users are responsible for obtaining required approvals on requisitions prior to ordering supplies or services.

When a user orders supplies or services without obtaining approvals, ratification will result.

When ratification has been committed, the user must complete a ratification request and submit the request to procurement for processing.

The ratification request must be accompanied by a requisition, invoice, and proof of delivery and must be signed by the appropriate department manager.

Upon receipt of the ratification request, the Procurement Department will investigate the violation and recommend approval or disapproval of the ratification request.

The Procurement Department will prepare a determination and finding to support the recommendation.

The Procurement Department, upon making the determination and finding, will forward the ratification request to the Executive Director for final review and disposition.

Committing ratification can result in disciplinary action. See Appendix B for the ratification request.

3.17 Contractor Qualifications and Duties

- Contractor Responsibility

SNRHA shall not award any contract until the prospective contractor (i.e., low responsive bidder or successful respondent) has been determined to be responsible. A responsible contractor must:

a. Have adequate financial resources to perform the contract, or the ability to obtain them;

b. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;

c. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
d. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder’s/offeror’s existing commercial and governmental business commitments;

e. Have a satisfactory performance record;

f. Have a satisfactory record of integrity and business ethics; and

g. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not being suspended, debarred or under a HUD-imposed LDP.

3.18 Section 3 Program Housing and Urban Development Act of 1968

- Section 3 Businesses/Employment & Training

SNRHA requires its contractors ($25,000 or more) to provide Section 3 employment, training, and business opportunities. The Housing Authority implements this policy through the awarding of contracts to contractors, vendors and suppliers to create employment and business opportunities for residents of the SNRHA and other qualified low and very low-income person residing with-in Clark County.

- Covered Work

Section 3 requirements apply to service contracts and do not apply to contracts for the purchase of supplies and materials. However, contracting with SNRHA resident-owned businesses for the purchase of supplies and materials is considered providing an “other business related economic opportunity” under 24CFR 135.40, which can be used to satisfy SNRHA’s overall Section 3 obligations. Additionally, Section 3 requirements apply to contracts that include the installation of purchased materials or equipment.

- Section 3 Contract Clause

The required Section 3 contract clause can be found at 24 CFR 135.38, which applies to all contracts covered by Section 3. Covered contracts described at 24 CFR 135.3(a) include development, operating and modernization assistance. This clause is included in forms HUD-5370, HUD-5370C and HUD-5370EZ

- Section 3 Compliance Requirements

SNRHA has adopted a scale for residents and other low-and-very low-income individuals hiring that is to be used on all construction, service, and professional service contracts that contain a labor component and meet all other SNRHA policy requirements. Therefore, Section 3
information shall be issued with every solicitation package that applies to the Section 3 policy. Contractors or suppliers who are non-compliant with Section 3 or any other SNRHA requirements are to be forwarded to the Procurement Department for adjudication. Contractors who are not compliant with Section 3 or other SNRHA requirements will be notified and may be ineligible for awards or in the case where an award has been made, maybe subject to termination for default.

a. Hiring Scale for Section 3 Participants/Training and Opportunities (2/18/10)

SNRHA has adopted the following scale for hiring that is to be used on all construction contracts, service contracts and professional service contracts that contain a labor component. It is expected that an appropriate number of residents and other low- and very-low-income individuals with particular qualifications or a willingness to begin unskilled labor will be able to participate in SNRHA’s contracted labor efforts.

<table>
<thead>
<tr>
<th>Total Contract or Service Dollars</th>
<th>% of Contract To Base Hiring Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract amount $25,000 but less than $100,000</td>
<td>6.0% of the contract amount</td>
</tr>
<tr>
<td>$100,000, but less than $200,000</td>
<td>5.5% of the contract amount</td>
</tr>
<tr>
<td>At least $200,000, but less than $300,000</td>
<td>5.0% of the contract amount</td>
</tr>
<tr>
<td>At least $300,000, but less than $400,000</td>
<td>4.5% of the contract amount</td>
</tr>
<tr>
<td>At least $400,000, but less than $500,000</td>
<td>4.0% of the contract amount</td>
</tr>
<tr>
<td>At least $500,000, but less than $1 million</td>
<td>3.5% of the contract amount</td>
</tr>
<tr>
<td>At least $1 million, but less than $2 million</td>
<td>3.0% of the contract amount</td>
</tr>
<tr>
<td>At least $2 million, but less than $4 million</td>
<td>2.5% of the contract amount</td>
</tr>
<tr>
<td>$4 million or more</td>
<td>2.0% of the contract amount</td>
</tr>
</tbody>
</table>

The SNRHA has established the following ways in which a contractor may fulfill the Section 3 requirement. They are as follows:

- Subcontract or joint venture with a resident-owned business.
- The business must be 51% or more owned by SNRHA public housing residents or subcontract/joint venture with a business that employs full-time, 30% or more of SNRHA’s public housing residents and/or low and very low-income individuals within Southern Nevada;
- Or direct hiring of the SNRHA’s public housing residents, Section 8 participants and/or low and very low-income neighborhood residents based on the Section 3 Hiring Scale; or Contractor incurs the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth in the Section 3 Hiring Scale; or
• Or contractor makes a contribution to the SNRHA’s Section 3 Training Funds to provide assistance to residents to obtain training. The level of contribution would be commensurate with the sliding scale set forth in the Section 3 Hiring Scale above.

• In the event that a Contractor does not need to hire, they would have to comply with either Items 3 or 4 or a combination thereof. In the event a contractor has a need to hire, and hires a resident or other Section 3 participant, the financial obligation of the Hiring Scale remains in place and must be satisfied. In other words, if the Hiring Scale dictates that a Contractor must fulfill a $35,000 standard to be compliant, and they only intend to spend $20,000 on the new hire, they must then contribute the remaining $15,000 through Items 3 or 4 or a combination thereof.

A contractor may fulfill their Section 3 obligation through a combination of these options but must meet all base requirements as set forth in this plan. When hiring, only the wages earned will be counted towards the Hiring Scale requirement.

Furthermore, SNRHA has adopted the following threshold and scale for hiring that is to be used on all construction contracts, service contracts and professional service contracts that contain a labor component.

<table>
<thead>
<tr>
<th>Total Contract Service Dollars</th>
<th>Minimum Number of Hires</th>
</tr>
</thead>
<tbody>
<tr>
<td>$100,000, but less than $500,000</td>
<td>1 New Hire</td>
</tr>
<tr>
<td>At least $500,000, but less than $750,000</td>
<td>2 New Hires</td>
</tr>
<tr>
<td>At least $750,000, but less than $1 million</td>
<td>3 New Hires</td>
</tr>
<tr>
<td>At least $1 million, but less than $2 million</td>
<td>4 New Hires</td>
</tr>
<tr>
<td>At least $2 million, but less than $3 million</td>
<td>5 New Hires</td>
</tr>
<tr>
<td>At least $3 million, but less than $4 million</td>
<td>6 New Hires</td>
</tr>
<tr>
<td>For each additional $1 million over $4 million</td>
<td>1 New Hire per $1 million</td>
</tr>
</tbody>
</table>

The contractor’s compliance will be evaluated based on this scale. This requirement is the minimum acceptable hiring scale; it is expected that most contractors will exceed this requirement.

3.19 Resident Hiring

SNRHA’s preference is to ensure that as many SNRHA residents as possible are employed. In an effort to further that goal, SNRHA has created the following required hiring preference tier. Contractors must exhaust higher priority tiers before being able to hire in lower tiers. A contractor will submit the Intent to Hire form to the Section 3 coordinator who will make referrals based on this requirement from the Job Bank maintained by SNRHA and the qualifications set forth by the contractor.
If the Section 3 coordinator is not able to provide qualified referrals for the position to be filled, they will certify that the contractor has exhausted the higher priority tiers and allow the contractor to pursue hiring outside of SNRHA programs.

3.20 Section 3 Business Certification

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

SNRHA will also accept Clark County and City Section 3 certifications. Businesses claiming Section 3 status must be certified in order to have their participation counted toward the contracting goals stated herein.

3.21 Solicitation Types – Section 3

SNRHA solicitations are solicited to all businesses (Section 3 business concerns, and non-Section 3 business concerns).

- Request for Proposal (RFP) & Qualification Based Selections (QBS)

  The rating system shall provide for a range of points set aside as a provisional preference for Section 3 business concerns. Preference Points shall be added to the total number of available rating points.

- Invitation for Bids (IFB) and Request for Quote (RFQ).

  Procurement by sealed bids (Invitations for Bids)

    a. Preference is given to those companies that are Section 3 Certified. (See chart below)

    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 meets all the requirements within the solicitation. Preference points are applied if the 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:

- **Preference Chart**

  The following are preference points applied when evaluation bids/proposals are received as the result of a Request for Proposal, Qualification Based Selection and Invitation for Bid;

  A firm may qualify for Section 3 status as detailed below (Note: A max of 15 points awarded).

<table>
<thead>
<tr>
<th>Max Point</th>
<th>Section 3 Business Preference Participation Factors</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 points</td>
<td><strong>Priority 1</strong>: Business concerns that are 51% or more owned by residents of the housing development or developments for which the Section 3 covered assistance is expended.</td>
</tr>
<tr>
<td>12 points</td>
<td><strong>Priority 2</strong>: Business concerns whose workforce includes 30% of residents of the housing development for which the Section 3 covered assistance is expended, or within three (3) years of the date of the first employment with the business concern were residents of the Section 3 covered housing development.</td>
</tr>
<tr>
<td>9 points</td>
<td><strong>Priority 3</strong>: Business concerns that are 51% or more owned by residents of any other housing development or developments.</td>
</tr>
<tr>
<td>6 points</td>
<td><strong>Priority 4</strong>: Business concerns whose workforce includes 30% of residents of any other public housing development or developments, or within three (3) years of the date of the first employment with the business concern were Section 3 residents of any other public housing development.</td>
</tr>
<tr>
<td>1 point</td>
<td><strong>Priority 5</strong>: Business concerns participating in HUD Youth-Build programs being carried out in the metropolitan area in which the Section 3 covered assistance is expended. <strong>Priority 6</strong>: Business concerns that at 51% or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30% 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. <strong>Priority 7</strong>: Business concerns that subcontract in excess of 25% of the total amount of subcontracts to Section 3 business concerns.</td>
</tr>
<tr>
<td>15 points</td>
<td>Maximum Section 3 Preference Points</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>IFB &amp; RFQ Preference</th>
<th>X = Lesser of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>When the lowest responsive bid is &lt; $100,000</td>
<td>10% of that bid or $9,000</td>
</tr>
<tr>
<td>At least $4 million, but less than At least $7 million</td>
<td>2% of that bid, or $105,000</td>
</tr>
<tr>
<td>At least $2 million, but less than At least $4 million</td>
<td>3% of that bid, or $80,000</td>
</tr>
<tr>
<td>At least $1 million, but less than At least $2 million</td>
<td>4% of that bid, or $60,000</td>
</tr>
<tr>
<td>At least $500,000 but less than $1 million</td>
<td>5% of that bid, or $40,000</td>
</tr>
</tbody>
</table>
At least $400,000 but less than $500,000 | 6% of that bid, or $25,000
At least $300,000 but less than $400,000 | 7% of that bid, or $24,000
At least $200,000 but less than $300,000 | 8% of that bid, or $21,000
At least $100,000 but less than $200,000 | 9% of that bid, or $16,000
$7 million or more | 1-1/2 % of the lowest responsive bid, with no dollar limit

3.22 Bid Proposal Phase

All contractors submitting bids/proposals for solicitations are subject to Mandatory Section 3 requirements. Bidders are required to complete and submit with the bid/proposal the document entitled “Section 3 Requirements For Employment Opportunities for Small Businesses and Low-income Residents/Persons” including the following Section 3 forms:

- Contractor Employment Plan
- Intent to Hire Form, and
- Training Fund Contribution Form

Certified Section 3 Business - Each bidder/contractor claiming Section 3 preference must provide proof in the form of a Section 3 Certificate with the submission package.

Note: All procurements that apply to Sections 3 shall be procured in accordance with HUD and SNRHA Federal policies and procedures.

3.23 Effective Dates of Obligation and Expenditure of ARRA Funds

- Obligate 100% of the funds within 1 year of the date on which the funds become available to the SNRHA for obligation (3/18/10)
- Expend 60% of the funds within 2 years of the date on which the funds became available to the SNRHA for obligation (3/18/11)
- Expend 100% of the funds within 3 years of the date on which the funds became available to the SNRHA for obligation (3/18/12)

3.24 Effective Dates of SNRHA Procurement Policy

All provisions included in this policy shall expire upon the completion of the procurement and contracting activities associated with the ARRA funding.

4.0 METHODS OF PROCUREMENT

4.1 Selection of Method

If it has been decided that SNRHA will directly purchase the required items, one of the following procurement methods shall be chosen, based on the nature and anticipated dollar value of the total requirement.
4.2 Petty Cash Small Purchases of $100 or less

- Small purchases of $100 or less ("Petty Cash Small Purchases"), which can be satisfied by local sources, may be processed through the use of a petty cash account. The Contracting Officer shall follow the operational procedures with respect to Petty Cash Small Purchases.

- Petty Cash and Check Requests

Purchases equal to or less than $100, which can be satisfied by local sources, may be processed through the use of a petty cash account.

4.3 Procedures for Making Petty Cash Purchases

The Contracting Officer shall ensure that:

- The petty cash account is established in an amount sufficient to cover Small Purchases made during a reasonable period.

- Petty cash accounts never exceed $100.

- Security is maintained and only individuals who have been authorized by the Executive Director or the Finance Director have access to the account.

- The account is periodically audited by the Finance Director, or designee, to validate proper use and to verify that the account total equals cash on hand plus the total of accumulated vouchers.

4.4 Pro-Card Purchases (Credit Card)

- Pro-Cards (Credit Cards) are to be used for emergency purchases only.

- An emergency is defined as anything that affects the immediate health or safety of the public, resident or an employee.

- The following information must be provided to the Finance Department upon completion of the purchase.

  a. A completed requisition with approvals and the justification for the emergency.

  b. Submit with the Pro-Card Report.

4.5 Pro-Card Administrator

The Pro-Card administrator shall be responsible for the following:

- Ordering, issuing and closing Pro-Card accounts.

- Advising the user department of appropriate pre-determined limits based upon a written request by the department head.
• Strategy Codes are assigned based on the expressed needs of a department. Strategy Codes will allow for specific purchases only, therefore, cardholders must become familiar with Strategy Codes and the predetermined limits per card.

• Conduct orientation for all new Pro-Card holders upon issuance of the Pro-Card.

• Maintain a current list of Pro-Card holders and the pre-determined limits for each.

• Distribution of new or renewed Pro-Cards.

• Formulation and publication of set procedures for correct use of Pro-Cards.

• Initial and periodic training of Pro-Card holders.

• Periodic reviews of compliance of procedures and report finding(s) to applicable managers.

• Upon the request of the Finance Department, research and resolve any problem procurements completed by use of a Pro-Card.

• The Finance Department shall be responsible for the following:
  a. Bi-weekly printing and distribution of applicable reports to cardholders;
  b. Bi-weekly reconciliation of each Pro-Card holder’s account; and
  c. Notification to Pro-Card Administrator of any problems discovered.

• Pro-Card holders shall be responsible for the following:
  a. Ensuring that receipts are received at the time merchandise is received, including applicable refunds;
  b. Reviewing and evaluating of bi-weekly reports that are received from the Finance Department with five (5) working days after receipt of report;
  c. Matching receipts to the report received from the Finance Department on bi-weekly basis.
  d. Attach the receipts to the report with approvals of the cardholder and the department head;
  e. Forwarding the original report and receipts to the Finance Department retaining a copy for the Pro-Card holder’s files.
  f. If the information on the report is not accounted for, the cardholder is to make a notation of the reason for the discrepancy on the report, have the department head approve the notation and return it to The Finance Department; and
g. The Finance Department will review the expenditures and may request written justification as needed.

- **User Department (Manager) shall be responsible for the following:**
  a. Evaluating inter-departmental needs; determining which staff member will receive a Pro-Card.
  b. Delivery of appropriate written request for such to the Pro-Card Administrator. (Strategy Code will be assigned according to the department's needs).
  c. Ensuring assigned staff is in compliance with set procedures.
  d. Pro-Card training and purchasing only those items that are identified as eligible for purchase with the Pro-Card.
  e. Reviewing, evaluating and approving of bi-weekly reports from the Accounting Department that are completed by the cardholder within five (5) days after receipt of report.
  f. Verifying receipts of completed, bi-weekly reports before submitting report to the Finance Department.
  g. Address and conclude any problems pertaining to non-compliance of set procedures by cardholder and discipline, if necessary.
  h. To ensure that ineligible items are not procured with a Pro-Card per assigned Strategy Code. See Appendix C for list of ineligible items.
  i. Ensure that the Pro-card holder obtains proper receipt from the vendor at time of receipt of merchandise and submit to the supervisor for signature.

- **Tax Exemptions**

  The vendor must be provided with a Housing Authority Tax Exempt letter or the Tax Exempt IRS Number, which is: 27-0910670 to prevent the SNRHA from being charged taxes on merchandise, when making a purchase.

  If required by the supplier, allow the supplier to make a copy of the letter, thereby confirming “exempt status” of the SNRHA. Failure to do so will result in the following disciplinary actions:

  a. **First Occurrence**

     1. Pro-Card holder must, within five (5) working days of being notified of such action, must contact the vendor and obtain a credit refund for the taxed portion.
2. If the credit refund is not acquired within that period, the Pro-Card holder may be asked to surrender the Pro-Card to the Pro-Card Administrator until he/she is able to acquire the credit refund.

3. If the Pro-Card holder does not acquire a refund within thirty (30) days, the Pro-Card may be suspended permanently and a new Pro-Card holder appointed for the designated department.

b. Second Occurrence

1. Same as the first occurrence.

2. Additionally, the cardholder shall receive a written warning from his/her supervisor to correct the action.

c. Third occurrence

1. Same as the second occurrence.

2. Additionally, the cardholder shall be suspended from use of handling Pro-Cards permanently and a new Pro-Card holder will be appointed for the designated department.

Note: Each department shall be responsible for maintaining complete and accurate files pertaining to each of the respective assigned responsibilities.

4.6 Pro-Card Management Internal Controls

- The following are established safeguards for Pro-Card usage:
  a. Cards can only be authorized for issuance by the Executive Director.
  b. Director(s) shall determine the type of purchases and dollar limits that are allowed by the cardholder.
  c. All purchases must have the prior approval of the Director of the department or his/her designate.
  d. Card holders must submit all hard-copy receipts or invoices to the Finance Department immediately after making a purchase.
  e. Prior to submitting evidence of the purchase, all purchases must be submitted through the requisition/purchase order process for payment by The Finance Department.
  f. Each statement of spending must be reconciled by the receipts submitted by the cardholder.
g. The Finance Department will reconcile all statements of purchases for all cardholders each month.

h. Evidence of Purchase

The card holder must submit some proof of the purchase to The Finance Department. This proof is subject to the approval of his/her Director or the Executive Director.

4.7 The Finance Department – Invoices/Shipping-Packing Slips

- A copy of every purchase order processed through the Procurement Department is provided to the Finance Department, User Department, the Vendor and Contractor.

- All invoices for purchases or payments shall be submitted to the Finance Department.
  
  a. The Finance Department:

  1. Will not pay an invoice without authorization from the Department that the service was charged.

  2. Must receive the shipping/packing slip to verify that the order was filled and/or received.

  3. All invoices are sent to Directors/Department Heads for authorization prior to payment.

- General

Most purchases under the small purchase method will be done via a purchase order sent or given to the contractor to initiate delivery of the item(s) or performance of the service(s). The issuance of a purchase order by the PHA and its acceptance by the contractor (either through performance or signature on the purchase order) constitute a contract. It is crucial, therefore, that the purchase order clearly specify the item(s) or service(s) being purchased and the terms and conditions of the purchase.

- Form

Purchase orders are usually issued on a standard PHA form. While HUD does not prescribe any specific form, the purchase order will generally contain information regarding scope of work/service to be provided, price, delivery, method of payment, inspection, and acceptance. However, additional terms and conditions may be added depending on the nature and complexity of the work requested. PHAs should make sure that they include all necessary contract clauses in both the RFQ and purchase order.
• Receiving Goods/Services and Approving Payments

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

• Receipt of Commodities
  a. All items ordered will be received by the Warehouse Supervisor and placed in the appropriate AMP bin.
  b. Commodities must be picked-up at a minimum of once per week.
  c. The warehouse is responsible for all inventory control which includes:
     1. Receiving items into the warehouse;
     2. Assigning stock numbers;
     3. Issuance of commodities.

4.8 Micro Purchases

• Any contract below $2,000 per purchase may be made in accordance with the Micro Purchase procedure authorized in this section.

• Non-Competition Requirement Micro Purchases
  a. Micro Purchases may be awarded without soliciting competitive quotations if the Contracting Officer considers the price to be reasonable (e.g., based on recent research, experience, or purchases).
  b. To the extent practicable, SNRHA shall distribute Micro Purchases equitably among qualified vendors.

• Quotation Evaluation for Micro Purchases

Price reasonableness normally will be based on a comparison with historical prices paid for the item, commercial catalog prices, or other offers.

• Documentation for Micro Purchases

If competitive quotations are solicited and an award is made to a party other than the low quote, documentation need only include the identification of the solicited vendors and a brief explanation for the award decision.
4.9 Small Purchase Methods

- Small Purchases between $2,000 and $100,000
  
  a. The names, addresses, telephone numbers, website addresses, and/or other contact information of the offerors, persons, or businesses contacted for quotations, and the date and amount of each quotation shall be recorded and maintained as a public record, unless otherwise provided in state or local law.
  
  b. Any contract less than $100,000 may be made in accordance with the small purchase procedures authorized in this section.

- Contract requirements shall not be intentionally divided so as to constitute a small purchase under this section.

- However, larger requirements may be broken into smaller ones to afford small and minority businesses the opportunity to participate in SNRHA's procurements.

- The Contracting Officer shall document in the contract file the reasons for breaking down larger requirements.

- Competition Requirements
  
  a. SNRHA must solicit at least three offerors for price quotations.
  
  b. Award shall be made to the offeror providing the lowest acceptable quotation, unless justified in writing based on price and other specified factors, such as for architect-engineer contracts.

- Method of Solicitation for Small Purchases
  
  a. SNRHA may obtain quotations

  1. In writing (hard copy or email),
  
  2. Verbally,
  
  3. By fax,
  
  4. Via catalogs,
  
  5. By letter,
  
  6. Electronically, (e.g., the Internet) as allowed by state or local laws.

  If non-price factors will be considered, they shall be disclosed to all those solicited.
• Price Reasonableness
  a. Before making an award, the Contracting Officer must determine that the proposed price is fair and reasonable.
  b. For most small purchases, competition is sufficient to make that determination.
  c. In cases where SNRHA purchases services or items of a non-commercial nature (e.g., a special training course designed for the employees), a submission of cost details and a cost analysis may be needed.

• Evaluating Contractor Responsibility

SNRHA will only make awards to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement.

For Small Purchases, where payment is generally made only after full delivery/completion of the job, SNRHA has broad latitude in evaluating contractor responsibility, including SNRHA’s knowledge of past performance with the vendor.

• Special Situations

SNRHA will include additional information in support of its purchases to
  a. Explain the absence of competition if only one source is solicited; or
  b. Support the award decision if other than price-related factors were considered in selecting the vendor.

• Bonding Requirements

SNRHA may at its sole discretion require a bid payment, or performance bond for Small Purchases; however such a bond is not required.

4.10 Sealed Bidding (IFB)

This section only applies to purchases made under the sealed bid process in excess of the Small Purchase dollar amount.

• Conditions for Use
  a. Sealed bidding is the preferred method for construction procurement;
  b. and shall be used for all construction and equipment contracts exceeding the Small Purchase dollar amount and for procurements under the Capital Fund Program ("CFP").
c. Sealed bidding shall not be used for professional service contracts.

d. For contracts to be awarded based on competitive sealed bidding the following conditions shall be present:

1. A complete, adequate, and realistic specification or purchase description is available.

2. Three or more responsible bidders are willing and able to compete effectively for the work.

3. The procurement lends itself to a firm fixed price contract.

4. The selection of the successful bidder can be made principally on the basis of price.

Note: The SNRHA may reject any bid when it is in the best interest of SNRHA.

4.11 Bid Solicitation by Invitation for Bids, ("IFB")

SNRHA shall issue a written IFB to solicit bids for procurements made by Sealed Bidding.

- The IFB package includes but is not limited to
  a. The cover page
  b. The Table of Contents
  c. The Bid Form
     This is the form on which bidders enter their bid or price(s). The form must be clear, accurate, and unambiguous.
  d. A description of the supplies or services being purchased
  e. Any unique technical information
  f. Time and place set for receipt of bids and public bid opening
  g. Time and place of site inspections or pre-bid conferences
  h. A statement that the award will be made to the lowest responsible and responsive bidder whose bid meets the requirements of the IFB
  i. Any required forms, as outlined below.
  j. Specification and Statement of Work
1. This section includes a detailed description of the work or items required.

2. Form HUD-5369-Instructions to Bidders for Contracts, Public and Indian Housing Programs (construction) or form HUD-5369-B, Instructions to offerors Non-Construction.

3. Form HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs (construction) or form HUD-5369-C, Certifications and Representations of offerors Non-Construction Contract.

4. Form HUD-5370, General Conditions of the Contract for Construction or form HUD-5370-C, General Conditions for Non-Construction Contracts, along with any appropriate Davis-Bacon or HUD wage decision for construction and maintenance work.

Method of Solicitation

SNRHA will solicit Sealed Bidding by selecting any of the following methods:

a. Advertising in newspapers or other print mediums of local or general circulations.

b. Advertising in various trade journals or publications.

c. E-Procurement

Time Period for Solicitation

SNRHA will run the solicitation for a period sufficient to achieve effective competition, which, in the case of paid advertisements, shall generally run not less than once each week for two consecutive weeks.

Amendments or Addendum to the IFB

According to SNRHA policy, SNRHA is permitted to make amendments to its IFB at any time. SNRHA deems the amendment necessary.

a. Form

The amendment must be accomplished by issuing a written amendment and a copy of the amendment shall be mailed to each prospective bidder who was provided the initial IFB package with acknowledgement required.

b. Contents
The amendment must indicate the IFB number, project title, issue date of the original IFB, and formally detail each change.

c. Timing
   If an amendment needs to be issued just before the scheduled bid opening date, the bid opening shall be postponed for an adequate period of time to permit the potential bidders to fully analyze the change and to submit timely bids.

- Pre-Bid Conference
   After the IFB has been issued, but before bids are due, SNRHA, in its sole discretion, may hold a Pre-Bid Conference to discuss the project requirements and details of the IFB. Additionally, SNRHA may at its sole discretion require attendance at the Pre-Bid Conference as a prerequisite to bidding.

- Solicitations in General
   SNRHA, at its sole discretion, may cancel an IFB, RFP, RFQ, or any other solicitation when necessary or when otherwise considered to be in SNRHA's best interest and all bids or proposals that have already been received may be rejected for reasons including but not limited to:
   
   a. The supplies, services, or construction are no longer required;
   
   b. Ambiguous or otherwise inadequate specifications were part of the solicitation and shall be corrected;
   
   c. The solicitation did not provide for consideration of all factors of significance to SNRHA;
   
   d. Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
   
   e. There is reason to believe that bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith;
   
   f. For good cause of a similar nature when it is in the best interest of the SNRHA;
   
   g. The Contracting Officer shall document the reasons for canceling the solicitation in the procurement file. The reasons for cancellation and/or rejection shall be provided upon request to any offeror solicited.
   
   h. If all otherwise acceptable bids received in response to an IFB are at unreasonable prices, or only one bid is received and the price is unreasonable.

- Receipt of Bids - Time and Place Certainty
a. Each bid must be dated and time-stamped immediately upon SNRHA’s receipt.

b. Sealed bids shall be safely stored to ensure that they are not opened or mishandled prior to the bid opening.

c. An SNRHA staff person shall standby just before the deadline’s close to see that bids received at the proper location are date and time-stamped expeditiously.

d. Sealed bids received after the time specified in the IFB may be recorded as a late bid, at SNRHA’s sole discretion, and kept unopened in the contract file.

e. A late bid received before the award is made may only be considered in accordance with the procedures listed in the form HUD-5369, Item 5, or form HUD-5369-B, Item 6.

- Public Bid Opening Process

To ensure fairness in the award process, anyone is permitted to attend the bid opening.

a. Bids shall be publicly opened on the scheduled date and time shown in the solicitation and in the presence of at least one witness.

b. SNRHA’s bid opening official will read aloud and record the bidders’ name, bid prices and this information may be made available for public inspection.

c. No commitment or statement regarding contract award shall be made to any bidder at the bid opening.

d. Recording the Bids

1. An abstract of the bids shall be recorded, made part of the official contract file, and made available as public information.

- Mistakes in Bids

Although contractors may make mistakes in their submitted bids, it is SNRHA’s policy that mistakes in bids may only be corrected and bids may only be withdrawn as permitted pursuant to the following procedures.

a. Before Bid Opening

Correction or withdrawal of inadvertently erroneous bids may be permitted, where appropriate, by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening.
b. After Bid Opening

Corrections in bids are generally not permitted, and may only be permitted if the bidder can show by clear and convincing evidence that:

1. A mistake of a non-judgmental character was made

2. The nature of the mistake, and

3. The bid price actually intended.

Failure or refusal by a bidder to provide adequate evidence shall result in the original bid remaining unchanged.

A low bidder alleging a non-judgmental mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made.

c. All decisions to allow correction or withdrawal of bid mistakes shall be supported by a written determination signed by the Contracting Officer. After bid opening, changes in bid prices or other provisions of bids which are prejudicial to the interest of the SNRHA or fair competition shall not be permitted.

- Bid Guarantees

A bid guarantee is required for construction contracts exceeding $100,000. A bid guarantee must be received from each bidder.

a. Bid guarantees shall be submitted with bid responses.

b. Bid guarantees must be for 5% of the total bid amount and in the form of:

1. A Cashier's check endorsed to SNRHA.

2. A US government bond or surety company.

- Bonds

For construction contracts exceeding $100,000 contractors shall be required to submit the following bonds, unless otherwise required by state or local laws or regulations:

a. A performance and payment bond for 100% of the contract price.

b. Separate payment and performance bonds each for 50% or more of the contract price.
c. A 20% cash escrow; or

d. A 25% irrevocable letter of credit.

The contracting officer, via form HUD-5369, has the option to select any one of the above contract guarantees.

Each bond shall be secured by a Surety Company that is acceptable to SNRHA and listed in the most current edition of the Treasury Federal Register, Circular 570.

Additionally, all bonds shall be written by a corporate surety that is licensed to transact business within the State of Nevada, and the bond must contain dual obligee riders if required by any of SNRHA's lenders.

Finally, in the event any work is allowed to proceed prior to SNRHA receiving and approving of any applicable bond, SNRHA may withhold any payment due to the successful bidder until the bond is both received and approved by SNRHA.

- Inadequate Surety or Bond

If the low bidder fails to provide an acceptable assurance of completion (payment and performance bonds) after award of the contract, SNRHA may at its sole discretion consider the bid guarantee forfeited and notify the surety company.

The contract is then terminated for default. The amount to be recovered from the bid bond or guarantee shall equal at least the difference between the defaulted bid and the next higher acceptable bid or the amount by which the bid accepted by re-soliciting exceeds the defaulted contract.

Additionally, SNRHA shall recover its costs and legal fees incurred to recover against the bond.

- Bond Requirement Exception

Generally, there are no bonding requirements for non-construction projects; SNRHA shall only require bonds for non-construction where in SNRHA's sole discretion the required bond would be consistent with good business practice.

SNRHA requires bid or performance bonds for competitive proposals for construction or facility improvements.

- Contract Award
After the Contracting Officer evaluates each bid, the responsive and responsible bidder that submits the bid whose dollar value is lowest overall and meets all specified requirements shall be awarded the contract.

a. Responsive Bids

If a bid does not conform to the solicitation, the bid must be rejected and the next lowest bid examined for responsiveness. To be considered a responsive bid, the bid must conform to the material requirements of the IFB. SNRHA or its Contracting Officer shall document his/her findings regarding the low bidder’s responsiveness in the procurement file.

b. Responsible Bids

After determining the responsiveness of the low bid, the Contracting Officer shall determine if the bidder is responsible.

c. Minor Informalities

Minor informalities are not grounds for determining a bid to be non-responsive. Minor informalities are matters of form rather than substance. They are insignificant mistakes that can be waived or corrected without prejudice to the other bidders and have little or no effect on price, quantity, quality, delivery, or contractual conditions. SNRHA may, at its sole discretion, waive minor informalities or allow the bidder to correct them.

d. Equal Bids

If equal low bids are received from responsible bidders, awards shall be made by drawing lots or a similar random method, unless otherwise provided in state or local law and stated in the Invitation for Bid. If only one responsive bid is received from a responsible bidder, award shall not be made unless a cost or price analysis verifies the reasonableness of the price.

4.12 Competitive Proposal (RFQ/RFP/QBS):

This section only applies to purchases made under the competitive proposal process.

The following is SNRHA’s policy regarding Competitive Proposals, also called Negotiated Procurement.

For purchases of Legal Services, the RFP is the preferred method.

- The Competitive Proposal Method

Commonly referred to as “negotiated procurement”, and is a condition for use. Competitive proposals are an acceptable alternative to sealed
bidding for contract requirements that exceed SNRHA's Small Purchase dollar amount. The competitive proposal method permits:

- Consideration of technical factors other than price.
- Discussion with offerors concerning offers submitted.
- Negotiation of contract price or estimated cost and other contract terms and conditions.
- Revision of proposals before the final contractor selection.
- The withdrawal of an offer at any time up until the point of award.
- Award is normally made on the basis of the proposal that represents the best overall value to SNRHA after considering price and other factors set forth in the solicitation and not solely the lowest price when SNRHA determines that any of the following conditions exist.

- Conditions for Use

Competitive proposals (including turnkey proposals for development) may be used when SNRHA determines that the requirement cannot be described specifically enough to permit the use of sealed bidding.

- Justification

If the rationale for choosing competitive proposals rather than sealed bidding procedures is not self-evident then the Contracting Officer shall document the rationale in the procurement file.

- Solicitation Methods

At the SNRHA's sole discretion, SNRHA may use the following methods to solicit competitive proposals:

- Advertising in newspapers or other print mediums of local or general circulations;
- Advertising in various trade journals or publications;
- E-Procurement

- Time Period for Solicitation

The solicitation must be run for a period sufficient to achieve effective competition, which, in the case of paid advertisements, shall generally be run not less than once each week for two consecutive weeks. State or local law may impose additional advertising requirements.
- Request for Proposals (RFP)

An RFP shall identify all the evaluation factors and identify the factors’ importance and relative value.

a. SNRHA may assign the cost with a specific weight in the evaluation criteria or may consider the cost in conjunction with other factors; either way

b. SNRHA shall establish a method to fairly and thoroughly evaluate proposals before the solicitations are issued.

- Qualifications Based Selection (QBS)

To solicit Architect/Engineer ("A/E") contracts or to select development partners for mixed-financed projects.


SNRHA must include with the solicitation/bid package the following mandatory forms, which contain all mandatory contract provisions:

a. Form HUD-5369-B, Instructions to offerors, Non-Construction.

b. Form HUD-5369-C, Certifications and Representations of offerors Non-Construction Contract. C.

c. Form HUD-5370-C, General Conditions for Non-Construction Contracts, shall be used for maintenance contracts only.

- Evaluation Factors - Non-Price

a. The RFP must contain a clear statement of the evaluation factors, including the relative weight given to each factor, to guide the offerors in structuring their proposal.

b. The evaluation criteria shall be tailored to fit each procurement.

c. The RFP must be evaluated only on the criteria set forth in the RFP. A typical evaluation criteria generally includes the following:

1. Demonstrated understanding of the requirements.

2. Appropriateness of the technical approach in the proposal (including labor categories, estimated hours, and skill mix).

3. Quality of the work plan.

4. Technical capabilities (in terms of personnel, equipment, and materials) and management plan (including staffing
of key positions, method of assigning work, and procedures for maintaining level of service, etc.).

5. Demonstrated experience in performing similar work.

6. Demonstrated successful past performance (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by the solicitation as verified by reference checks or other means.

7. Where Price is Assigned an Explicit Point(s). Under this method, the PHA may award price a specific number of points. For example, the PHA may rank proposals on a 100-point scale. Of the total points, the PHA may award, for example, 80 points for technical merit and 20 points for price. In using this method, the PHA will need to determine the weight given to price versus technical factors and how to convert price into a point scale.

8. Where Price and Other Technical Factors are Considered. Under this method, technical factors are first determined and offerors are ranked. Then, prices are evaluated. The PHA can award to the offeror whose price and technical factors are the most advantageous to the PHA. This method is also known as the "trade-off" method in that the PHA trades-off, or weighs the importance of, price versus technical factors. All amendments must be in writing.

- Evaluation for Price

If price must be a factor in making the award, SNRHA has two options in terms of evaluating price, which must be indicated in the RFP:

a. Where price is assigned an explicit point value.

   1. Under this method, SNRHA may award price a specific number of points.

   2. SNRHA will determine the weight given to price versus technical factors and how to convert price into a point scale.

For example, SNRHA may rank proposals on a 100-point scale of the total points; SNRHA may award, for example, 80 points for technical merit and 20 points for price.
b. Where price and other technical factors are considered

Under this method, technical factors are first determined and offerors are ranked. Then, prices are evaluated. SNRHA can award to the offeror whose price and technical factors are the most advantageous to SNRHA. This method is also known as the “trade-off” method in that SNRHA trades-off, or weighs the importance of, price versus technical factors.

- Amendments

SNRHA may amend or cancel an RFP when necessary or when otherwise considered at SNRHA’s sole discretion to be in SNRHA’s best interest.

a. Amendments Before the Proposal Due Date

If changes to the RFP are needed after it has been issued, but before proposals are due, the Contracting Officer will issue a written amendment to all potential offerors who were furnished a copy of the original solicitation.

1. Directly via email, facsimile, letter, or

2. Generally by posting the amendment to SNRHA’s E-procurement internet page.

3. It is the offerors responsibility to frequently check SNRHA’s e-procurement internet page for potential amendments.

b. Amendments After the Proposal Due Date

If changes to the RFP are needed after the due date for receipt of proposals, the Contracting Officer shall provide a written amendment to all offerors who submitted a proposal.

1. By email, facsimile, or letter.

2. The amendment will include a date by which the offerors must submit their amendments to their previously submitted offers.

3. If, however, SNRHA in its sole discretion determines that the changes are significant enough that potential offerors who did not submit offers might have submitted an offer if the changes had been made before the proposal due date, then SNRHA may in its sole discretion extend the proposal due date and includes all others.
c. Amendments After Determination of the Competitive Range

If the need for changes is discovered after the Contracting Officer has determined the competitive range, the Contracting Officer shall provide the amendment to all offerors determined to be within the competitive range. If the changes may have had an impact on the acceptability of any offeror who was not included in the competitive range, the Contracting Officer may at SNRHA's sole discretion re-determine the competitive range to include such offerors and provide them with the amendment.

- Solicitations

SNRHA, in its sole discretion, may cancel an IFB, RFP, RFQ, or any other solicitation when necessary or when otherwise considered to be in SNRHA's best interest and all bids or proposals that have already been received may be rejected for reasons including but not limited to:

a. The supplies, services, or construction are no longer required.

b. Ambiguous or otherwise inadequate specifications were part of the solicitation and shall be corrected.

c. The solicitation did not provide for consideration of all factors of significance to SNRHA.

d. Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds.

e. There is reason to believe that bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith; or

f. For good cause of a similar nature when it is in the best interest of the SNRHA.

g. The Contracting Officer shall document the reasons for canceling the solicitation in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request to any offeror solicited.

h. A notice of cancellation shall be sent to all offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any re-solicitation or future procurement of similar items.

i. If all otherwise acceptable bids received in response to an IFB are at unreasonable prices, or only one bid is received and the price is unreasonable, SNRHA shall cancel the solicitation and either:

1. Re-solicit using an RFP.
2. The competitive proposals method, (when more than one otherwise acceptable bid has been received), or by using the noncompetitive proposals method.

3. When only one bid is received at an unreasonable price provided that the Contracting Officer determines in writing that such action is appropriate.

4. All bidders are informed of the SNRHA’s intent to negotiate, and each responsible bidder is given a reasonable opportunity to negotiate.

- Documenting Amendments

SNRHA shall document in the procurement file the reasoning and supporting facts or amendments and cancellations.

- Pre-Proposal Conference

SNRHA’s RFP pre-proposal conference guidelines are the same for both IFB and RFP. Please note that for the purposes of this paragraph, “pre-bid” means “pre-proposal,” and “IFB” means “RFP.”

- Receiving Proposals

SNRHA will date and time stamp proposals when they are received and hold the proposals unopened in a secure place until the established date for receipt of proposals has passed. SNRHA will not open the proposals publicly because proposals are submitted in confidence and often contain proprietary information. After the closing date, SNRHA will open and evaluate all the received proposals privately, in confidence.

- Late Submissions

SNRHA may, in its own discretion, consider late submissions under extenuating circumstances or if the late submission is the only offer received.

- Confidentiality

No information regarding any of the proposals, including the names of the offerors or the number of proposals received, shall be provided to anyone without the Contracting Officer’s permission. At SNRHA’s sole discretion, each member of the evaluation committee (see below) and any advisors to the evaluation committee shall be required to sign a certification of nondisclosure.

- Evaluation Process

SNRHA shall evaluate the proposals based on the evaluation factors set forth in the RFP. Factors not specified in the RFP shall not be
considered. Respondents may not impose conditions or change requirements to suit the respondent's own needs or desires.

a. The Procurement Department evaluates the solicitation responses to ensure compliance with the solicitation requirements.

b. A Technical Evaluation Committee is established that is comprised of a Chair and members. This committee shall have an odd number of participants including the Chair. Each member is required to sign a confidentiality statement prior to receiving the technical proposals.

c. The committee shall be responsible for preparing technical evaluation criteria and reviewing the proposal to ensure compliance with the technical criteria in the solicitation.

d. The committee shall issue a technical evaluation report from the committee, to the Procurement Department.

e. Procurement will review the Technical Evaluations to ensure the report is accurate and complete.

f. It is the responsibility of the Procurement Department to review proposals and to perform a price/cost analysis once technical evaluations are complete.

g. The results of proposal evaluation are not required to be publicly opened. Rather, the results may or may not be made public at SNRHA's discretion; either before or after the contract is awarded.

h. The Contracting Officer is responsible for ensuring that the evaluation results are sufficiently documented and included in the contract file.

SNRHA shall prepare an evaluation report to document the ranking of the proposals by technical merit, using point scores, or a similar methodology.

• Negotiations

Negotiations shall be conducted with offerors who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation against the technical and price factors as specified in the RFP. Such offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals.

a. The purpose of negotiations shall be to seek clarification with regard to advising offerors of the deficiencies in both the technical and price aspects of their proposals so as to assure
full understanding of and conformance to the solicitation requirements.

b. No offeror shall be provided information about any other offeror’s proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal.

c. Offerors shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award. A common deadline shall be established for receipt of proposal revisions based on negotiations.

- **Award**

Contracts shall be awarded only in accordance with the terms of the solicitation. After evaluation of proposal revisions, the contract shall be awarded to the responsible firm whose qualifications, price and other factors considered are the most advantageous to the SNRHA.

- **Notice to Unsuccessful Offerors**

Within ten days of making the award, the Contracting Officer shall notify each unsuccessful offeror in writing. The notice shall identify the successful offeror and the contract price, and a clear description of the offer’s salient weaknesses and deficiencies that resulted in it not being considered. The notice shall also provide the unsuccessful offeror an opportunity to be debriefed by the Contracting Officer. The debriefing will not be a point by point comparison with the winning offer.

- **RFQ – Request for Qualifications**

The Qualifications-Based Selection ("QBS") method is conducted using an RFQ. The QBS first selects the highest-ranked respondent on technical factors and then negotiates price. The most common use of RFQ is for Architect/Engineer ("A/E") contracts. RFQ can also be used to select development partners for mixed-financed projects. In general, the same policies that apply to RFP apply to RFQ and QBS, with the following distinctions.

a. A/E services in the excess of the small purchase dollar amount may be obtained by either the competitive proposals method or QBS, unless state law mandates the specific method.

b. Sealed bidding shall not be used to obtain A/E services.

c. Under QBS, SNRHA requests technical qualifications statements from prospective firms via RFQ and then evaluates and ranks the statements according to their qualifications as related to the project. Price is not an evaluation factor in the
RFQ. Thereafter, SNRHA evaluates the responses to the RFQ and selects the most qualified respondent, and subject to the negotiation of fair and reasonable compensation. If a reasonable compensation cannot be negotiated, then SNRHA will end negotiations with that firm, and either open negotiations with the next most qualified firm or cancel the solicitation. Qualifications-based selection procedures shall not be used to purchase other types of services even though architect/engineer firms are potential sources.

4.13 Cooperative Purchasing

- Intergovernmental Agreements

SNRHA may enter into state and local intergovernmental agreements to purchase or use common goods and services or to make purchases directly from appropriate contracts issued by other governmental agencies. The decision to use an intergovernmental agreement or conduct a direct procurement shall be based on economy and efficiency. If used, the ensuing purchase document (contract or agreement) shall stipulate who is authorized to purchase on behalf of SNRHA and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions, including a "not to exceed" amount. SNRHA will attempt to use Federal or State excess and surplus property instead of purchasing new equipment and property whenever such use is feasible and reduces project costs.

- General Services Administration (GSA) Contracts

SNRHA shall not procure from GSA contracts in lieu of conducting further competition; however, SNRHA may solicit GSA contracts for competitive procurements so long as the CO complies with all related requirements (e.g., Board approval; cost and/or price analysis; etc.).

5.0 TYPES OF CONTRACTS, CLAUSES, AND CONTRACT ADMINISTRATION

5.1 Contract Types

The following types of contracts are the most commonly used by PHAs. They are ranked in order of risk to the PHA, from lowest to highest. Other types and variations on these types may be used as appropriate with the following exceptions:

5.2 Options Contracts

SNRHA may include in its contracts options for additional quantities or performance periods as permitted provided that:
• The option is contained in the solicitation.
• The option is a unilateral right of SNRHA.
• An un-priced option is considered a new procurement and therefore may not be used.
• The option contract complies with the requirements of SNRHA’s current ACC and does not exceed the contract duration time.
• Options may not be exercised after the term of the contract has expired.
• The contract states a limit on the additional quantities supplied by the option.
• The options are evaluated as part of the initial competition.
• The contract states the period within which the options may be exercised.
• The options may be exercised only at the price specified in or reasonably determinable from the contract.
• The options may be exercised only if determined to be more advantageous to SNRHA than conducting a new procurement.

5.3 Purchase Orders

Purchase Orders may be used for the procurement of supplies and services for micro purchasing and small purchasing thresholds with the exception of purchases of construction of a complex nature.

Purchase Orders must specify the items or services being purchased including the terms and conditions.

- Micro Purchase Dollar Limits - For all purchases less than $2,000
- Small Purchase Dollar Limit - greater than $2,000 and less than $100,000.

5.4 Firm Fixed-Price

This contract type requires the delivery of products or services at a specified price, fixed at the time of contract award and not subject to any adjustment on the basis of the contractor’s cost experience in performing the contract. It is appropriate for use when fair and reasonable prices can be established at time of award, definite design or performance specifications are available, products are off-the-shelf or modified commercial products or services for which realistic prices can be offered, and any performance uncertainties can be identified and reasonable cost estimated in advance. Its advantages are that it encourages contractor efficiency and places total responsibility and risk on the contractor. Its disadvantages are that it lacks flexibility in pricing and performance. It is the most preferred type of contract and the most commonly used, requiring the least
amount of contract administration. However, as discussed below under other types, it is not always possible to use firm fixed-price contracts.

5.5 Fixed-Price

This contract provides for a firm price or, in appropriate cases, an adjustable price. Fixed-price contracts providing for an adjustable price may include a ceiling price, a target price (including target cost), or both. Unless otherwise specified in the contract, the ceiling price or target price is subject to adjustment only by operation of contract clauses providing for equitable adjustment or other revision of the contract price under stated circumstances.

5.6 Fixed-Price with Economic Price Adjustment

In cases where the market for a particular supply or service is especially volatile, and the PHA needs a contract for a term greater than just an initial quantity, this contract type allows for adjustment in the contract price based upon the occurrence of specified contingencies stated in the contract (e.g., changes in market conditions, the Consumer Price Index, or other commodity price indices that are not controlled by the contractor). The contract contains initial firm fixed prices that may be adjusted upward or downward during the performance period. The contract must contain a clause explaining how the price adjustment will be made, identifying the price index to be used, the frequency of adjustment, and any overall ceiling price. A fixed-price contract with economic price adjustment may be used when:

- There is serious doubt concerning the stability of market or labor conditions that will exist during an extended period of contract performance; and,
- Contingencies that would otherwise be included in the contract price can be identified and covered separately in the contract. Price adjustments based on established prices shall normally be restricted to industry-wide contingencies. Price adjustments based on labor and material costs shall be limited to contingencies beyond the contractor’s control.

5.7 Cost-Reimbursement

Cost-reimbursement types of contracts provide for payment of allowable incurred costs, to the extent prescribed in the contract. These contracts establish an estimate of total cost for the purpose of obligating funds and establishing a ceiling that the contractor may not exceed (except at its own risk) without the approval of the contracting officer. Cost-reimbursement contracts are suitable for use only when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed-price contract. A cost-reimbursement contract may be used only when the contractor’s accounting system is adequate for determining costs applicable to the contract; and,
appropriate surveillance during performance will provide reasonable assurance that efficient methods and effective cost controls are used.

- **Cost contract (no fee)**
  
  This is a cost-reimbursement contract under which the contractor receives no fee. This type is often used when contracting with nonprofit organizations that may not receive any fee or profit.

- **Cost-plus-fixed-fee**

  This is a type of cost-reimbursement contract that provides for payment to the contractor of a negotiated fee (profit) that is fixed at the time of contract award. The fixed fee does not vary with the contract’s actual costs (e.g., the contractor will not receive a greater fee for incurring less cost), but may be adjusted as a result of changes in the work to be performed under the contract (e.g., as a result of a change order). This contract type permits contracting for efforts that might otherwise present too great a risk to contractors (e.g., there is a high degree of uncertainty in, or the ultimate costs of, accomplishing the contract’s requirements). A cost-plus-fixed-fee contract presents the greatest risk to the PHA because it provides the contractor only a minimum incentive to control the costs of contract performance. Therefore, it shall be used only when no other type is feasible. Like all cost-reimbursement contracts it requires a significant amount of monitoring by the PHA to ensure contractor compliance.

  There are two forms of cost-plus-fixed-fee contracts:

  a. The completion form describes the scope of work by stating a definite goal or target and specifying an end product. This form of contract normally requires the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee.

  b. The term form describes the scope of work in general terms and obligates the contractor to devote a specified level of effort for a stated time period. Under this form, if the Contracting Officer considers the contractor’s performance to be satisfactory, the fixed fee is payable at the expiration of the agreed-upon period.

  Because of the differences in obligation assumed by the contractor, the completion form is preferred over the term form whenever the work, or specific milestones for the work, can be defined well enough to permit development of estimates within which the contractor can be expected to complete the work.
The term form shall not be used unless the contractor is obligated by the contract to provide a specific level of effort within a definite time period.

5.8 Indefinite-delivery contracts

- Specify the prices for the supplies or services, the period under which the PHA may place orders with the contractor, the ordering procedures, and the contract terms and conditions that govern the orders;

- Provide for obtaining the supplies or services when needed by placing orders with the contractor within the time period stated in the contract (e.g., one year);

- May be awarded using sealed bidding or competitive proposals as appropriate. Indefinite-delivery purchase orders shall not be used unless the PHA knows that multiple orders for items or services will be needed, and the total amount of all orders will not exceed the PHA's small purchase threshold; and,

- May use any type of pricing arrangement (e.g., fixed-price) as appropriate to the supplies and/or services being purchased.

- Orders placed under indefinite-delivery contracts are not considered purchase orders. Since the indefinite-delivery contracts are awarded competitively, no further competition is required for individual orders placed under it.

- There are three types of indefinite-delivery contracts: definite-quantity contracts, requirements contracts, and indefinite-quantity contracts. The appropriate type of indefinite-delivery contract may be used to acquire supplies and/or services when the exact times and/or exact quantities of future deliveries are not known at the time of contract award.

  a. Definite-quantity contracts provide for delivery of a definite quantity of specific supplies or services for a fixed period of time (e.g., one year), with deliveries or performance to be scheduled at designated locations upon order. A definite-quantity contract may be used when it can be determined in advance that:

     1. A definite quantity of supplies or services will be required during the contract period; and

     2. The supplies or services are regularly available or will be available after a short lead time.

  b. Requirements contracts provide for filling all of the PHA's purchase requirements for the supplies or services specified in the contract during a fixed period of time. The PHA may not buy the supplies or services from another source during the period of the contract. A requirements
contract may be appropriate for acquiring any supplies or services when the PHA anticipates recurring requirements but cannot predetermine the precise quantities of supplies or services that it will need during a definite period.

- Indefinite-quantity contracts provide for delivery of an indefinite quantity, within stated limits (a minimum and maximum quantity), of supplies or services during a fixed period. Quantity limits may be stated in the contract as number of units or as dollar values. PHAs may use an indefinite-quantity contract when they cannot predetermine, above a specified minimum, the precise quantities of supplies or services that they will require during the contract period, and it is inadvisable to commit it for more than a minimum quantity. PHAs shall use an indefinite-quantity contract only when a recurring need is anticipated.

  a. The contract must require the PHA to order and the contractor to furnish at least a stated minimum quantity of supplies or services. In addition, if ordered, the contractor must furnish any additional quantities, not to exceed the stated maximum. The Contracting Officer shall establish a reasonable maximum quantity based on market research, trends on recent contracts for similar supplies or services, survey of potential users, or any other rational basis.

  b. To ensure that the contract is binding, the minimum quantity must be more than a nominal quantity, but it shall not exceed the amount that the PHA is fairly certain to order.

  c. The contract may also specify (minimum and maximum) quantities that the PHA may order under each task or delivery order and the maximum that it may order during a specific period of time. This ensures that the contractor knows what the potential maximum number of deliveries he/she may have to make and allows him/her to adequately prepare.

  d. The solicitation and resulting contract for an indefinite-quantity contract shall:

    1. Specify the period of the contract, including the number of options and the period for which the PHA may extend the contract under each option;

    2. Specify the total minimum and maximum quantity of supplies or services the PHA will acquire under the contract. This may be expressed in units (e.g., number of items) or total dollar amount;

    3. Include a statement of work, specifications, or other description, that reasonably describes the general
scope, nature, complexity, and purpose of the supplies or services the PHA will acquire under the contract in a manner that will enable a prospective offeror to decide whether to submit an offer;

4. State the procedures that the PHA will use in issuing orders, including the ordering media (fax, email, etc.) and whether oral orders may be placed; and,

5. Identify the PHA personnel who are authorized to issue orders.

5.9 Time and Materials and Labor-Hour

A time-and-materials contract provides for acquiring supplies or services on the basis of:

- Direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit; and,
- Materials at cost, including, if appropriate, material handling costs as part of material costs

In accordance with 24 CFR 85.36(b) (10) a time-and-materials contract may be used only when the Contracting Officer has determined that no other type of contract is suitable (i.e., it is not possible at the time of placing the contract to estimate accurately the extent or duration of the work or to anticipate costs with any reasonable degree of confidence), and the contract includes a ceiling price that the contractor exceeds at his/her own risk. The contracting officer shall document the contract file to justify the reasons for and amount of any subsequent change in the ceiling price.

A time-and-materials contract provides no positive profit incentive to the contractor to control cost or labor use. The more the contractor's labor force works the more profit the contractor realizes. Therefore, appropriate PHA surveillance of contractor performance is required to ensure that efficient methods and effective cost controls are being used.

A labor-hour contract is a variation of the time-and-materials contract. The only difference is that the contractor provides only labor and no materials.

5.10 Letter Contract

A letter contract is a written preliminary contractual instrument that authorizes the contractor to begin immediately performing services or delivering supplies while the contract terms are negotiated. A letter contract is a form of negotiated contract (i.e., not sealed bidding) and may result in any contract type (e.g., fixed-price, cost-reimbursement, etc.). It shall be used only in exceptional circumstances, and is most appropriate for emergency work, or other urgent and
compelling needs. The single advantage of this method is that it expedites the procurement process. The contractor may begin performance on urgent requirements before the full requirements of the contract are made final, or "definitized." The disadvantage is that it provides no incentive for cost control by the contractor, and the PHA is in a very weak bargaining position at the time the final contract is negotiated. The contractor is already performing the work, and the work is usually critical.

- A letter contract may be used when:
  a. The PHA's interests demand that the contractor be given a binding commitment so that work can start immediately; and,
  b. Negotiating a definitive contract is not possible in sufficient time to meet the requirement. However, a letter contract shall be as complete and definite as feasible under the circumstances. Letter contracts that are subject Davis-Bacon or HUD-determined wage rate requirements shall so state, and where feasible, the applicable wage determination shall be attached.

- When a letter contract award is based on price competition, the contracting officer shall include an overall price ceiling in the letter contract.

- Each letter contract shall contain a negotiated definitization schedule including:
  a. Dates for submission of the contractor's price proposal;
  b. A date for the start of negotiations; and,
  c. A target date for definitization

  1. PHA's may establish maximum periods for negotiating final contracts (e.g., no more than 90 days after the issuance of the letter contract) in their Procurement Policies.

  d. The maximum liability of the PHA under a letter contract shall be the estimated amount necessary to cover the contractor's requirements for funds before definitization. PHAs shall establish limits on letter contract liability in their Procurement Policies (e.g., no more than 50% of the total estimated contract price).

  e. A letter contract shall be used only after the Contracting Officer, or another official as designated in the PHA's Procurement policy, determines in writing that no other contract is suitable. Letter contracts shall not:
1. Commit the PHA to a definitive contract in excess of the funds available at the time the letter contract is executed;

2. Be entered into without competition unless infeasible (see 24 CFR 85.36(c)); or,

3. Be amended to satisfy a new requirement unless that requirement is inseparable from the existing letter contract. Any such amendment shall be subject to the same requirements and limitations as a new letter contract.

f. A letter contract is not a letter of intent. A letter contract is a bona fide obligation on the part of the PHA. A letter of intent is a non-binding statement to a contractor about an intended future contract. Since a letter of intent has no legal effect, it shall not be used as a form of contract.

5.11 Cost-plus-percentage-of-construction-cost

The cost for individual construction-related services is determined by applying a percentage of actual construction costs as a fee, such as an A/E contract in which the fee is determined based on the total construction cost. Such an arrangement allows the possibility of the contractor designing an overly expensive construction project in order to increase profits.

5.12 Prohibited Contracts

In accordance with 24 C.F.R. § 85.36(f) (4), the use of the following types of contracts is prohibited:

- Cost-plus-percentage-of-cost. This type of contract is prohibited because it obligates the contractor to pay all costs incurred throughout the contract, plus a commission based on the percentage of future costs. In this type of pricing arrangement, the contractor's profit increases in proportion to its costs incurred in the performance of the contract. The contractor has a clear incentive to increase costs.

6.0 CONTRACT ADMINISTRATION

6.1 General

This chapter provides guidance on the administration of contracts. Administration refers to all the actions taken regarding a contract after award to ensure that it is successfully performed, and that the PHA receives the required supplies or services. Duties shall include:
• Pre-construction Conference and the Notice to Proceed

Following the award of a construction contract, a pre-construction and safety conference shall be held to thoroughly discuss key construction and contract administration-related issues. The PHA shall issue a Notice to Proceed to the contractor stating the starting and completion dates and typical contract-related information. The notice shall be prepared in an original with at least two copies signed by the Contracting Officer. The contractor shall retain the original and sign, date, and return the copies. This Notice may be hand-delivered to the contractor at the conference and signed immediately. The PHA shall retain one copy for the official contract file and, if requested, send the other copy to HUD.

• Progress Meetings

The PHA shall meet with its architect and the contractor on a regular basis (usually weekly for large or complex projects) to discuss work progress, payments, any problems or deficiencies noted during inspection visits, overdue reports, and the construction schedule. The PHA or the A/E shall prepare a written record of the items discussed at each meeting and place a copy in the construction contract file.

• The Technical Representative shall attend weekly progress meetings and document compliance issues such as, Section 3 and all other performance issues on the Progress Report. See Appendix I. A copy of the Progress Report shall be submitted by Modernization and Development to procurement bi-weekly.

• Inspections

If an A/E firm has been retained to conduct the contract administration function, the PHA must hold the A/E firm accountable for carrying out the necessary inspections and monitoring. The quality of the inspection is critical, and the PHA shall ensure that either the A/E or the designated person responsible for inspection (Clerk-of-the-Works) is fully qualified and performs the inspections frequently and thoroughly.

a. Inspection Reports

All progress inspections shall be documented using an appropriate PHA inspection report form. The inspection report shall include a description of the work completed and a determination as to whether or not the work is acceptable. If payment is made on a unit price basis, quantities must be verified. If payment is made on a time and materials basis, the report shall show that the time charged was spent on PHA work and that materials were charged at cost. A copy of the
inspection report shall be included in the contract file. Based on the progress report, the Contracting Officer shall initiate any needed follow-up actions to ensure that the terms of the contract are being fulfilled.

b. Deficiencies

Upon being notified by its architect or HUD of construction deficiencies, the PHA shall promptly notify the contractor in writing of the deficiencies observed. This notification shall also advise the contractor that failure to make timely corrections will be an infraction of the contract and that the contractor will be held liable for any resulting losses or delays.

- Labor Standards

The PHA is responsible for the administration and enforcement of labor standards requirements as provided in HUD Handbook 1344.1, REV 1, Chp1 as required by DOL regulations applicable to Davis-Bacon covered work.

- Progress Payments

Some state laws impose mandatory payment schedules to contractors that may not be consistent with HUD's holdback requirements. Any such problems shall be resolved before soliciting bids for a contract. For Capital Fund and Development Projects, payments shall be made as follows:

a. If progress payments are necessary (they may not be necessary in small construction contracts), the PHA shall require the contractor to prepare a construction progress schedule for each project immediately after issuing the Notice to Proceed. The PHA may require use of form HUD-5372, Construction Progress Schedule, or another appropriate form from various professional organizations. The information must be realistic and consistent with the information provided by the contractor on the PHA-approved schedule of amounts for contract payments and the HUD-approved Project Implementation or Development Schedule, as applicable.

b. The PHA or its architect shall review the contractor's construction progress schedule to ensure that the scheduled dates and amount of work to be completed are reasonable and consistent with the contract. If acceptable, the PHA's architect shall sign the schedule and forward it to the PHA for approval. After approval by the PHA, the construction progress schedule
shall be returned to the contractor and copies filed in both the construction contract file and the official contract file.

c. The PHA shall require the contractor to prepare a schedule of amounts of payments immediately after execution of the contract. The PHA must use form HUD-51000, Schedule of Amounts for Contract Payments, for this purpose.

d. The PHA and its architect shall review the schedule to determine that both the scheduled work to be completed by the specified dates and the amount of payment for such work are reasonable. If acceptable, the PHA shall approve and return the schedule to the contractor. HUD review is not required.

e. The PHA is responsible for making progress payments to the contractor based on the PHA-approved schedule of amounts for contract payments. Generally, progress payments for acceptable work and materials delivered and stored on the site are made at 30-day intervals. HUD authorization of progress payments based on the approved payment schedule is not required.

f. The contractor shall submit a request for payment for each project on form HUD-51001, Periodic Estimate for Partial Payment. The request shall be accompanied by the contractor's written designation of a certifying officer. In addition, the contractor shall submit the following HUD forms or other appropriate forms, if applicable, with each periodical estimate for partial payment: form HUD-51002, Schedule of Change Orders; form HUD-51003, Schedule of Materials Stored; and form HUD-51004, Summary of Materials Stored.

g. The PHA shall review each contractor request and shall approve the payment if the following conditions have been met (if the contractor requests payment for items that have not been acceptably completed, the PHA shall delete those items and adjust the payment accordingly):

1. The contractor’s request is consistent with the PHA-approved schedule of amounts for contract payments;

2. The request does not include the amount to be retained by the PHA under the contract;

3. The work covered by the payment has been performed in accordance with the construction documents;
4. The form HUD-51001, Periodic Estimate for Partial Payment, has been properly executed and all applicable supporting documentation submitted; and

5. The contractor has submitted all required reports, such as payroll reports. The PHA shall retain the original form HUD-51001 and any applicable supporting documentation for its file and return a copy of the PHA-approved forms to the contractor.

- Delays and Time Extensions

The contractor is responsible for completing the work within the time established in the contract. The PHA is responsible for monitoring the contractor to ensure that work will be completed as scheduled. The PHA may authorize justifiable time extensions without prior HUD review and approval, unless the PHA is subject to prior HUD approval under a HUD-established threshold that is less than the requested amount. The “Default” clause on the forms HUD-5370, 5370-C and 5370-EZ prescribes the conditions under which a time extension may be granted. The basic principle is that delays arising from unforeseeable causes beyond the control and without the fault or negligence of the contractor may be grounds for allowing a time extension. Such time extensions shall be formalized in a written modification to the contract.

- Construction Log

The PHA shall maintain a construction log to record potential causes for delays that may be used as the basis for granting time extensions or for denying a request for a time extension. The construction log shall contain daily reports that record at least the following: the daily temperature, the daily amount of precipitation, delays in obtaining labor and materials, including the duration and the applicable construction trade delays experienced by others in completing non-contract public improvements (whether on-site or off-site), and other causes for delays, such as fires, floods, vandalism, or court orders.

- Time Extension Criteria

In order to be considered for approval by the PHA, requests for time extensions shall meet the following criteria:

a. The contractor shall submit a written notice to the PHA within 10 calendar days of the start of any delay;

b. The severity and extent of adverse weather could not have been reasonably foreseen by the contractor (normal seasonal
levels of rain, snow, cold or heat shall have been considered by the contractor); and

c. The cause of the delay was beyond the contractor's control.

- Documentation

Immediately upon receipt of the contractor's notification of delay or request for time extension, the PHA shall send a letter of acknowledgment to the contractor. The letter shall indicate that either:

a. Immediate consideration will be given to the contractor's request

b. The actual delay in work is difficult to determine and consideration will be given to the contractor's request upon completion of work. PHA staff shall review records to ensure that the information provided by the contractor is accurate and complete. This will allow the Contracting Officer to determine the cause of the delay and the extent that it was within the contractor's control. It will also determine if the request meets the contract's criteria for approving or rejecting the request for a time extension. Two criterion for approval of time extension requests follow:

1. The contractor's request, as documented by the PHA "finding of fact," meets the requirements stated in HUD 7460 paragraph 11.6.F.2 above, and

2. The additional time requested by the contractor is reasonable based on the nature and duration of the delay.

- Completion of Work

The completion of a construction contract requires some formal procedures, including the following:

- Notification

The contractor shall provide prompt written notification to the PHA when all work is completed. A final inspection of completed work shall then be conducted. Until the final inspection has been carried out and corrections made, the PHA shall not advance any of the retainage or make the final payment to the contractor.

- Final Inspection
Upon receipt of the contractor’s notification of the date when the work has been completed, the PHA shall conduct a final inspection within 10 calendar days.

- Post-Inspection Meeting

The inspection staff shall meet after completing the final inspection to determine whether the work has been completed in accordance with the construction documents and to identify any minor items of incomplete or unsatisfactory work (or seasonal work such as planting of shrubs and lawns). The staff shall also reach agreement on the items to be included on the PHA’s or its architect’s final punch list and on any major deficiencies that must be corrected by the contractor.

- Documentation

Following final inspection, the PHA shall notify the contractor to submit the following documentation to the PHA:

a. A certificate of occupancy issued by the responsible local agency for each building (where appropriate);

b. One notarized original and two copies of the contractor’s release, including certification that indicates;

c. The work was completed in accordance with the construction documents, including contract modifications, except any minor items identified on the PHA’s or its architect’s proposed certificate of completion;

d. The total amount due the contractor and a separately stated amount for each unsettled claim against the PHA;

e. Documentation noting that the PHA is released of all claims, other than those stated in the contractor’s release; and

1. Wages paid to laborers or mechanics were consistent with the wage rate requirements of the contract and there are no outstanding claims for unpaid wages.

f. Assignment of all guarantees and warranties to the PHA

g. “Final” partial payment

h. The PHA may accept part of a project for occupancy before contract settlement if the following conditions are met:

i. The dwelling units to be accepted (except items approved for delayed completion) have been completed and are ready for occupancy;
j. The general contractor agrees to early occupancy and completion of items approved for delayed completion;

k. Early occupancy will not unduly inconvenience or represent a safety risk to tenants while the unfinished work is being completed;

l. The PHA has obtained occupancy permits from the responsible local agency for each unit to be accepted; and

m. The PHA has executed an occupancy agreement with the general contractor indicating that the PHA partially accepts specified work, provided that the contractor accepts the responsibility to complete the project by the established completion date.

- Final Payment

The PHA shall ensure that an adequate and notarized certificate and release are received from each construction contractor to assure that the work was in full compliance with the construction contract documentation and that all materials, supplies, equipment, and labor-related expenses have been paid in full by the contractor. Prior to making final payment, the PHA shall ensure that all required certified payroll reports have been received and that any discrepancies and/or wage underpayments have been corrected. Upon receipt of the approved certificate of completion, the PHA is authorized to make payment to the contractor. The PHA payment to the contractor shall be the amount specified in the certificate of completion, but it shall not include any amount to be retained for disputed items and incomplete work, such as the punch list or seasonal items.

- Construction Warranties

The warranty period for all construction work shall be at least 365 calendar days from the date of final acceptance of the work in question or such longer period as otherwise specified in the contract. For complex equipment or systems (such as boilers, air conditioning units, thermal paned windows or storefronts, or membrane roofs), the PHA shall consider using a full two-year warranty. The extra year will help to ensure that the PHA can discover and report any hidden or latent deficiencies while the warranty is still in force. The contractor is fully responsible to correct any and all legitimate deficiencies reported within the warranty period. It is often a good approach to specify the additional warranty period on replaced or repaired items; one full additional year is generally reasonable and appropriate.

- Warranty Inspections
The PHA is responsible for performing required warranty inspections, including the 11-month inspection, during the warranty period and promptly notifying the contractor in writing to remedy any defects relating to manufacturer or contractor warranties on equipment and systems and contractor warranties on materials and workmanship. This is an area that has been frequently overlooked by some PHAs and their A/E's. Failure to enforce warranties is a violation of the ACC requirement for economy and efficiency and can be very costly to the PHA. In such cases, the PHA will have to use its own funds after the expiration of the warranty to correct defects that were the contractor's responsibility.

- Corrective Action

Upon receipt of the PHA's written notice, the contractor shall promptly remedy any defects due to the use of faulty equipment or materials or poor workmanship. The contractor is also responsible for paying for any damage to other work resulting from such defects. If the contractor fails to resolve such warranty issues, the bonding company shall be contacted by the PHA for final resolution.

- Appeals and Remedies

It is SNRHA's policy to resolve all contractual issues informally without litigation. Neither the contractor nor SNRHA shall file a complaint with the Court or refer a dispute to HUD until all administrative remedies have been exhausted. When appropriate, SNRHA may consider the use of informal discussions between the parties by individuals who did not participate substantially in the matter in dispute, to help resolve the differences. HUD will only review protests in cases of violations of Federal law or regulations and failure of SNRHA to review a complaint or protest.

- Bid Protests

SNRHA shall receive and conduct all bid protests. Any actual or prospective contractor may protest the solicitation or award of a contract for violations. Any protest against a solicitation must be received before the due date for receipt of bids or proposals. Any protest against the award of a contract must be received within 10 calendar days after receipt of notification of contract award or the protest will not be considered. All bid protests shall be in writing, submitted to the CO or Designee, who shall issue a written decision on the matter. The CO may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

- Contract Claims
All claims by a contractor relating to the performance of a contract shall be submitted in writing to the CO or designee for a written decision. The contractor may request a conference on the claim. The CO's decision shall inform the contractor of its appeal rights.

- **Contractor Inspection**

  SNRHA will inspect a contractor's supplies, services, and/or construction, as well as monitor the contractor's performance, status reporting on construction contracts.

### 6.2 Administering Non-Construction Contracts

The necessary amount of oversight and monitoring, i.e., contract administration, will vary with the complexity of the work. Relatively simple contracts may require limited monitoring, while large, complex contracts will need more in-depth monitoring and oversight. Efforts to develop good specifications and a carefully planned solicitation can be undermined by weak contract administration.

- **Post-award Conference**

  For relatively complex projects, it is advisable to meet with the contractor soon after contract award to ensure that all parties understand the contract's performance requirements. Terms of the contract shall be thoroughly discussed. In addition, formal minutes of the meeting shall be recorded and subsequently issued to all meeting attendees. Also at this meeting, samples may be presented if required and inspection personnel introduced. Any necessary changes to the contract resulting from this meeting shall be reflected in a formal written modification to the contract, rather than through oral agreements or instructions from PHA staff. Only the Contracting Officer has the authority to make a formal change in a contract.

- **Establishing a System for Receiving Supplies, Equipment, and Services**
  
  a. The PHA shall establish a system for ensuring that the items required by contract are delivered to an appropriate location where PHA personnel can make certain that receipt of supplies, materials, or equipment is properly handled and documented.

  b. The receiving report, either a standardized PHA document or one submitted by the contractor, shall contain, at a minimum, the following information: contract number, item number/description of the item, date of receipt, place received, receiving official (printed name, signature, date), date of inspection, inspection official (printed name, signature, date), whether the work/item was or was not accepted (and, if not
accepted, reasons for rejection), and accepting official (printed name, signature, date). The receiving, inspecting, and accepting official may, in certain circumstances, be the same individual, particularly under project-based management.

- Monitoring and Inspecting Supplies and Services

Once received, the PHA shall monitor or inspect the supplies or services obtained in accordance with the contract. If poor contractor performance occurs, the PHA shall document the file. The PHA shall also make recommendations to HUD, when appropriate, regarding suspensions and debarments and provide evidence involving serious complaints; areas of non-responsibility, and other violations of or failure to comply with Federal, State, or local laws and regulations to the HUD Field office for review.

- Enforcing Specifications and Timelines

The PHA shall establish a system to enforce both specifications and timelines and, when necessary, enforce compliance with all of the contract specifications, particularly since the rules of law may relieve a contractor of any liability if the PHA failed to regularly monitor the contractor's performance before final acceptance. The PHA is not obligated to pay for or accept supplies or services until it has had an opportunity to fully inspect them. Such inspection and any rejection are within a reasonable time after delivery or performance. If the PHA fails to require the contractor to correct a particular defect because of the PHA's failure to inspect (assuming that the defect could have been found by reasonable inspection), the PHA may have waived its rights to future rejection based on that particular defect.

Acceptance may be assumed to have occurred, with or without concurrence by the PHA, if after a reasonable time to inspect has passed and the PHA has failed to make any notification to the contractor that the supplies, services, or construction do not conform to the contract requirements.

- Nonconformance

When supplies, services, or construction items do not conform to the contract, the PHA has three response options. reject the items, require the contractor to correct them, or conditionally accept them.

If any items or services are rejected, the contractor is subject to being declared in default unless it can provide conforming items or make a correction within the required delivery schedule/completion time. If the contractor is required to correct the defects, it would appear that the PHA...
has elected to have them corrected; therefore, the PHA may not terminate the contract for default until the contractor has a reasonable opportunity to correct the defects. If the contractor does not correct the defects within the required timeframe, the PHA may accept the defective items or deficient services, but negotiate a commensurate reduction in price.

- Labor Standards

Maintenance contracts in excess of $2,000 require the payment of HUD-determined wage rates.

  a. Posting Wage Rates

  PHAs must ensure that a copy of the applicable HUD wage decision is displayed at the job site in a place accessible to all maintenance laborers and mechanics and placed in an area that is protected from inclement weather.

  b. Compliance Monitoring

  PHAs have certain compliance monitoring and enforcement responsibilities for maintenance contracts subject to HUD-determined wage rates. See Chapter 10 of this Handbook for a discussion of the wage and recordkeeping requirements and the enforcement requirements of the PHAs.

- Control of Payments

To the extent practical, and to help eliminate disputes that arise when shortages or damages are not discovered until after payment has been made, payment for supplies and services shall be made only after the delivered items are inspected and found to be satisfactory.

6.3 Contract Modifications

Occasionally, it is necessary to modify a contract or purchase order to reflect changes in the required effort, period of performance, or price. Contract and purchase order modifications shall be issued in writing in one of the following forms:

- Unilateral modification (a modification that is signed only by the Contracting Officer, such as a change order pursuant to the Changes clause on form HUD-5370, or administrative modification, such as a change in the address of the payment office), or

- Bilateral modification (such as a supplemental agreement in which both parties mutually agree on contract changes) that is signed by both the
Contracting Officer and the contractor. Bilateral modifications are the preferred method of modifying contracts and purchase orders.

- A change order is issued by the Contracting Officer after the award of a contract in any of the contract terms, including specifications, completion time, description of the work, etc., within the scope of the contract.
  
a. The Changes clauses are included in form HUD-5370 (for construction) and form HUD-5370-C (for non-construction contracts) and form HUD-5370-EZ (for small construction/development contracts).

b. A change order may be issued unilaterally by the Contracting Officer. In such cases, the contractor is entitled to submit a change order proposal to identify any changes in cost or schedules as a result of the change, and the parties negotiate an equitable adjustment.

c. Change orders may be issued bilaterally if the contractor agrees to the change in advance. When a change is mutually agreed upon, including price adjustment for concessions made by either party, a contract modification is prepared and signed by both parties to the original contract.

d. Change orders/modifications shall include at least the following: a detailed description of the proposed change in work, a reference to the applicable working drawings and specifications, when applicable, a price (credit, debit, or no change) for the change in contract work, estimate of additional time, if any, required to complete the work, the contractor’s itemized breakdown of the cost of materials and labor and an itemized breakdown for any applicable subcontractors, and the change (indicated) on the architectural or engineering drawings, if applicable.

e. All change orders must be submitted to the Procurement Manager prior to final approval by the Executive Director.

- Limitations on Change Orders

The Changes clause contained in forms HUD-5370, 5370-C, and 5370-EZ, prescribes the specific circumstances in which a change order may be issued. For example, adding the construction of a new building to a modernization contract would not be considered within the scope of the contract or within the authority of the Changes clause but shall be considered a new contract (and subject to competition).

- Modification Register
The PHA shall maintain accurate records and documentation regarding contract modifications by including a modification register or other record in each contract file. This register is required to provide a permanent record of all actions taken in connection with each contract. The modifications register shall generally include information on the following: the number of modifications, a brief description of the change, the cost of the proposed modification, the date submitted to HUD for approval, if applicable, any critical deadline dates, the date of HUD approval or disapproval, if applicable, and the action taken, and the amount of any additional time required by the contractor.

- **HUD Approval of Modifications.**

PHAs must submit to HUD for prior approval any proposed contract modifications changing the scope of the contract in accordance with the Changes clause in the contract, or that increases the contract by more than the Federal small purchase threshold.

- **Contract Claims**

Contract claims may occur after the contract has been executed and may be pursued by the PHA or the contractor, although most often the contractor is the claimant. Disputes may arise regarding breach of contract, misrepresentation, other cause for contract modifications, or other disputes as described in the contract documents, such as unforeseen conditions. Forms HUD-5370, 5370-C and 5370-EZ, describe types of disputes and how claims will be processed. PHAs are required to have a provision in the procurement policy that explains how claims and disputes will be handled.

- **Filing Claims**

The PHA shall make every effort to resolve claims informally and expeditiously to avoid time losses or expensive delays. However, if the dispute cannot be resolved by mutual agreement, the following steps must be taken:

a. The contractor must submit the claim to the PHA’s Contracting Officer in writing within the timeframe specified in the contract documents.

b. The claim must identify the nature and scope of the claim, including extra costs or time sought by the contractor.

- **Rendering Decisions on Claims**

The Contracting Officer shall review the facts pertinent to the claim and secure any necessary assistance from legal, technical, or other advisors.
and shall issue a final written decision promptly and within the timeframe stated in the contract documents. (As provided by forms HUD-5370 and 5370-C, if the Contracting Officer does not issue a final decision within 60 days after written request by the contractor for a final decision, or longer period if mutually agreed upon by both parties, then the contractor may proceed as if an adverse decision has been received.) The written decision shall include:

a. A description of the claim;
b. A reference to the pertinent contract clauses;
c. A statement of the factual areas of agreement or disagreement;
d. A statement of the Contracting Officer’s decision with support rationale; and
e. A statement referencing appeal rights.

- The Contracting Officer shall immediately furnish a copy of the decision to the contractor by certified mail, with return receipt requested.

- Records of Claims

The PHA shall maintain a complete written and dated record of any actions that may result in a dispute or claim for damages. An example would be records of weather conditions during the course of a contract, delays in receiving materials ordered by the PHA, or other items that may result in requests for time delays that may be disputed. These records protect the PHA’s interests during any litigation that may arise later.

6.4 Contract Terminations

Generally, contracts are terminated either for default or for convenience.

- Termination Notice

The Contracting Officer shall terminate contracts for convenience or default only by a written notice to the contractor. The notice shall be sent by certified mail with a return receipt requested. The notice shall state, at a minimum, the following:

a. The contract is being terminated for default or for the convenience of the PHA under the cited contract clause authorizing the termination;
b. Whether the contract is terminated in whole or in part (for partial terminations, identify the specific items being terminated);
c. If terminated for default, the acts or omissions constituting the default, the Contracting Officer’s determination that failure to perform is not excusable, the PHA’s rights to charge excess costs of re-procurement to the contractor, and the contractor’s appeal rights;

d. The effective date of termination;

e. The contractor’s right to proceed under the non-terminated portion of the contract;

f. Any special instructions; and

g. Copies of the notice shall be sent to the contractor’s surety, if any, as well as assignee.

- Termination for Convenience

Contracts may be terminated for convenience when the PHA no longer needs or desires the supplies or services under contract or can no longer fund the procurement.

a. Contracts terminated for convenience may be settled through negotiations or by a unilateral determination of the Contracting Officer. The contractor shall submit a settlement proposal promptly to the Contracting Officer for any amounts claimed as a result of the termination. Whenever possible, the Contracting Officer shall negotiate a fair and prompt settlement with the contractor and shall settle by determination only when mutual agreement cannot be reached.

b. Compensation

A settlement shall compensate the contractor fairly for work performed, for other costs incurred under the contract, and for preparations made for the terminated portions of the contract, including a reasonable allowance for profit. However, no profit shall be allowed on settlement expenses. In addition, the Contracting Officer shall not allow profit if it appears that the contractor would have incurred a loss had the entire contract been completed. Fair compensation is a matter of judgment and cannot be measured exactly. The Contracting Officer shall use prudent business judgment in the settlement process, as opposed to strict accounting principles. The parties may agree to a total amount to be paid to the contractor without agreeing on individual cost items or profit.

- Termination for Default
A contract may be terminated for default because of the contractor's actual or anticipated failure to perform its contractual obligations. Under a termination for default, the PHA is not liable for the contractor's costs on undelivered work and may be entitled to the repayment of progress payments. If the contractor fails to make progress so as to endanger performance of the contract, the Contracting Officer shall issue a written notice to the contractor (generally called a "Cure Notice") specifying the failure and providing a period of 10 days (or longer period if needed) in which to "cure" the failure. After the 10 days, the Contracting Officer may issue a notice of termination for default, unless the failure to perform has been cured.

a. Notice

If the contractor has failed to perform work within the required time and a termination for default appears appropriate, the Contracting Officer shall, if practicable, notify the contractor in writing of the possibility of the termination. This notice shall call the contractor's attention to the contractual liabilities if the contract is terminated for default and request the contractor to "show cause" why the contract shall not be terminated. If the response to this "show cause" notice is inadequate or insufficient, action is taken in response to it; the contract shall then be terminated for default.

b. Alternatives to Termination

Alternatives to termination for default include the following (at the PHA's discretion): allow alternative dispute resolution (arbitration or mediation) as agreed to by both parties; allow the contractor or the surety to continue performance of the contract under a revised delivery schedule (in exchange for a reduced price or other consideration); permit the contractor to continue performance of the contract by means of a subcontract or other business arrangement with an acceptable third party, provided the rights of the PHA are adequately protected; or, if the contractor is not liable to the PHA for damages, execute a no-cost termination settlement agreement.

c. Repurchase

When the supplies, services, or construction activities are still required after termination, the Contracting Officer shall seek to contract for the same or similar items as soon as possible. The Contracting Officer may use any appropriate contracting method for the procurement (sealed bids or competitive or noncompetitive proposals, as appropriate), provided
competition is solicited to the maximum extent practicable to secure the lowest price obtainable under the circumstances in order to mitigate damages.

6.5 Mandatory Contract Clauses

All contracts will contain a clause identifying the contract type and sufficient clauses and provisions necessary to define the rights and responsibilities of the parties. Additionally, all contracts shall include any clauses required by Federal statutes, executive orders, and their implementing regulations, as provided in 24 C.F.R. § Part 85.36 (i), such as the following:

- Remedies in case contractor violates or breaches the contract
- Termination for convenience
- Termination for default
- Equal Employment Opportunity
- Copeland "Anti-Kickback" Act
- Davis-Bacon Act
- Contract Work Hours and Safety Standards Act
- Notice of Federal Government’s reporting requirements (24 C.F.R. § 85.36(i) (7))
- Copyrights and Rights in data (24 C.F.R. § 85.36(i) (9))
- Patent rights
- Examination of records by Comptroller General, retention of records for three years after closeout
- Clean Air Act and Clean Water Act
- Energy Policy and Conservation Act
- Bid protests and contract claims
- Value engineering
- Payment of funds to influence certain Federal transaction
- SNRHA Section 3 Requirements

6.6 Contract Procedure - Acceptable Methods of Incorporation

SNRHA may utilize any one or any combination of the following methods to incorporate mandatory clauses and applicable wage decisions into bid specifications and contracts.

- Attach the HUD form(s), and/or wage decisions, as printed.
6.7 Prohibited Clauses for Contracts Procured with a HUD Grant

To the extent permitted by law, the bid specifications, project agreements, or other controlling documents for a construction contract awarded by SNRHA shall not:

- Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations on the same or other related federally funded construction project; or

- Otherwise discriminate against bidders, offerors, contractors, or subcontractors, for becoming or refusing to become or remain signatories, or otherwise adhere to agreements with one or more labor organizations, on the same or other related federally funded construction project.

- HUD may exempt a particular construction project or contract from these requirements in special circumstances as specified in 24 C.F.R. § 5.108. Contractors and subcontractors are not prohibited from voluntarily entering into project labor agreements.

6.8 Protest Procedures

Any prospective or actual proposer, offeror, or contractor in connection with the solicitation of a proposal or award of a contract, shall have the right to protest.

- To be eligible to file a protest with the 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.

- A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the Contracting Officer or his designate(s) have made a determination on the protest and awards the contracts.

- Neither the BOC, Contracting Officer 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.

- The Contracting Officer shall review the written protest and supportive data, 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. A copy of this written opinion and decision shall be placed on file.

- Protest Procedures
  
a. A protest shall be in writing, and must include:

1. A bond;

2. The name, address, and phone number(s) of the protestor;

3. The solicitation /contract number and project title;

4. A detailed statement of the basis for the protest;

5. Supporting evidence or documents to substantiate any arguments;

6. The form of relief or remedy requested; and

7. All protests shall be submitted to the Contracting Officer or his/her designee.

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.

9. All written protest received by SNRHA must be signed and date/time stamped upon receipt of the written protest.
6.9 Bond Requirement for Protest

A bond or surety is required to be submitted with the protest documents (noted above). A protest submitted without the bond or security shall not be considered.

- Bond/Security

A bond with a 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 Southern Nevada Regional Housing Authority. The bond or surety must be in an amount equal to 25% of the total value of the bid; and

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.

6.10 Receipt of Protest

Upon timely receipt of the protest, the Contracting Officer 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.

SNRHA Legal Counsel may be obtained at the approval of the Executive Director or the designate:

- Prior to submitting a response to a protest, the Contracting Officer must ensure compliance with HUD and other applicable regulations.
- If the protest has been generated by a legal firm then SNRHA Counsel at the discretion of the Contracting Officer and/or Executive Director shall prepare any all subsequent responses.
- If a decision to deny the appeal/protest is unclear SNRHA may consult with legal counsel.

6.11 Response to Protest

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 Contracting Officer shall fully document the protest decision in writing in the contract file.
6.12 Denials of Protest:

The Contracting Officer 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.

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.

6.13 Protest – Appeal Hearing

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

- Appeal Hearing Procedures

The request for an appeal hearing must be delivered in writing (signed and date/time stamped) to the Contracting Officer 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:

a. The request for an appeal hearing must contain the specific reasons for the appeal and all supporting data for those reasons.

b. 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.

c. After a complete review of the alleged aggrieved protestant’s written request and supporting data, if the Executive Director decides that the request does not merit further consideration, he/she shall render his/her decision in writing to the alleged aggrieved protestant. A decision rendered under this paragraph shall be made within 10 days after the receipt of the alleged aggrieved protestant’s request for an administrative hearing. This decision shall be final without further administrative recourse.

d. After a complete review of the protest and findings, if the Contracting Officer 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.

e. Such written decision delivered to the protestor shall exhaust the SNRHA's internal protest and administrative appeal process available.

7.0 ETHICS IN PUBLIC CONTRACTING

7.1 General

SNRHA shall adhere to the following code of conduct.

7.2 Conflict of Interest

No employee, officer or agent of this SNRHA shall participate directly or indirectly in the selection or in the award or administration of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in a firm selected for award is held by:

- An employee, officer or agent involved in making the award.
- His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, brother-in-law, sister-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter, step-brother, step-sister, half brother, or half sister).
- His/her partner; or,
- An organization which employs, is negotiation to employ, or has an arrangement concerning prospective employment of any of the above.

7.3 Gratuities, Kickbacks, and Use of Confidential Information

SNRHA officers, employees or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts, and shall not knowingly use confidential information for actual or anticipated personal gain.

7.4 Prohibition Against Contingent Fees

Contractors shall not retain a person to solicit or secure an SNRHA contract or a commission, percentage, brokerage, or contingent fee, except for bona fide employees or bona fide established commercial selling agencies.
7.5 Use of Confidential Information

It shall be a breach of the ethical standards for any SNRHA current or former employee, officer or agent to knowingly use confidential information for any actual or anticipated personal gain or for any actual or anticipated personal gain. Confidential information includes but is not necessarily limited to:

- The contents of a bid (prior to bid opening) or proposal (prior to contract award using competitive proposals);
- Names of individuals or firms that submitted bids (prior to bid opening) or proposals (prior to contract award);
- SNRHA-generated information related to a procurement (including SNRHA cost estimates, contractor selection and evaluation plans, specifications [before solicitation is issued]);
- Any other information the disclosure of which would have a direct bearing upon the contract award or the competitive process.
- It is a breach of ethical conduct for any current or former employee, officer, Commissioner, or agent to knowingly use confidential information for actual or anticipated personal gain or for actual or anticipated personal gain of any other person.

7.6 Prohibition Against Contingent Fees

It is a breach of ethical conduct for a person to be retained to solicit or secure a SNRHA contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for the retention of bona fide employees or a bona fide agency established for the purpose of securing business.

This prohibition includes the employment of former SNRHA officials and employees on a contingency basis to obtain contracts with SNRHA by a business seeking SNRHA contracts.

7.7 Sanctions

SNRHA employees who violate this Procurement Procedure shall be disciplined in accordance with SNRHA's Administrative Rules and Regulations. In addition, the HA may impose any one or more of the following:

- Oral or written warnings or reprimands
- Suspension with or without pay for specified period of time
- Termination of employment
- Dismissal from the official or agency position
7.8 Recovery and Confiscation

The value of anything received by an employee or a non-employee in breach of the ethical standards shall be recoverable by SNRHA either by confiscating the items or by charging the violator for any and all gratuities received. SNRHA's actions will comply with the due process requirements required by existing law.

8.0 AUDIT PROCEDURES

8.1 File Reviews

The Procurement Department shall conduct audits of all contract files to ensure compliance and to identify areas where additional training is required. Audits will include quarterly file reviews for procurement transactions within the micro-purchase and small purchasing limits. Contracts exceeding the small purchasing limits shall be reviewed prior to award.

9.0 MBE – WBE – DBE BUSINESS CONCERNS

Each bidder/contractor must provide certification of MBE, WBE, and DBE status prior to a preference point being assigned. The certification must be verified with the issuing agency/organization to verify authenticity and their certifications process. Acceptance of MBE-WBE-DBE certification submissions are subject to SNRHA approval.

Preference Points shall be provided and applied in the evaluation of bids/proposal received from certified companies only.

The rating system shall be provided in each solicitation, as a part of the evaluation criterion. If preference points are claimed, the bidder must provide MBE/WBE/DBA certification and/or documentation within the proposal response to verify the claim. Failure to provide certification shall disqualify the company from claiming diversity points.

Invitation for Bid (IFB)/Request for Quote (RFQ)

Procurement Dept. shall develop a Socio-economic Program that will monitor contracts awarded to foster awards with MBE/WBE/DBE companies through the IFB and RFQ process.

9.1 Preference Points

Companies claiming the MBE, WBE or DBE preference points cannot claim Section 3, RBE preference point. Preference Points are applied only to one preference point category listed in the solicitation.

Note: Companies must provide the required diversity information required in order to receive preference points.
9.2 Qualification and Documentation Required

- Bidder Diversity Participation

(Objective) a firm may qualify for points as detailed below, however, a max of 10 points shall be awarded. (Bidders must provide documentation in the form of a MBE/WBE/DBE Certification which is subject to SNRHA approval to claim preference points). The Contracting Officer and or its designate must evaluate the documentation submitted; verify the bidders claim prior to assigning points. The Contracting Officer and/or its designate if required, shall contact the bidder to obtain additional information for clarification.

- Point Assignment is assigned according to the Bidder Diversity Preference Evaluation Factors below:

<table>
<thead>
<tr>
<th>MAX POINT VALUE</th>
<th>BIDDER DIVERSITY PREFERENCE EVALUATION FACTORS</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 points</td>
<td>Social-economically, disadvantaged, women or minority-owned or SNRHA resident-owned business.</td>
</tr>
<tr>
<td>10 points</td>
<td>Maximum Diversity Preference Points</td>
</tr>
<tr>
<td>5 points</td>
<td>Joint venture with a women or minority or SNRHA Resident-owned business.</td>
</tr>
<tr>
<td>7 points</td>
<td>Women, minority or SNRHA Resident-owned business.</td>
</tr>
<tr>
<td>3 points</td>
<td>Practice and history of employing minorities and/or women in professional positions.</td>
</tr>
</tbody>
</table>

10.0 CAPITAL FUND STIMULUS GRANT PROCUREMENT POLICY

Note: When both HUD and non-federal grant funds are used for a project, the work to be accomplished with the funds shall be separately identified prior to procurement so that appropriate requirements can be applied, if necessary. If it is not possible to separate the funds, HUD procurement regulations shall be applied to the total project. If funds and work can be separated and work can be completed by a new contract, then regulations applicable to the source of funding may be followed. SNRHA's procurement actions which do not use government program grant funds will be conducted using customary and acceptable business practices as found in Nevada and as allowed by Nevada law.

This Capital Fund Stimulus Grant Procurement Policy (the “Procurement policy” or “policy”) is established for the SNRHA, by action of the SNRHA Board of Commissioners (the “Board”) on March 18, 2010. This Procurement policy complies with HUD’s Annual Contribution Contract (“ACC”), HUD Handbook 7460.8 (REV-2), “Procurement Handbook for Public Housing Agencies,” the procurement standards of 24 CFR 85.36, the American Recovery and Reinvestment Act of 2009 (“the Recovery Act”) and in accordance with the U.S. Department of Housing and Urban Development PIH Notice 2009-12. Generally, in the case of any discrepancy between any requirements contained in any of the above, SNRHA shall comply with the “most stringent” requirement.
- Capital Fund Stimulus Grant Projects Procurement: The following procurement requirements shall be followed:
  
a. Priorities: SNRHA shall give priority to Capital Fund Stimulus Grant projects that can award contracts based on bids within 120 days from Grant Allocation Date.
  
b. State and Local: Any requirements relating to the procurement of goods and services arising under state and local laws and regulations shall not apply to Capital Fund Stimulus Grants. SNRHA shall follow the Part 85 requirements; and
  
c. Part 85 Compliance: SNRHA shall amend their procurement standards and policies as necessary in order to expedite and facilitate the use of the funds. This amended policy can be used only for procurements related to Capital Fund Stimulus Grants. This must be done in writing and consistent with SNRHA policies and procedures (such as Board Approval) and labeled as Capital Fund.

- Stimulus Grant Procurement Policy

SNRHA shall remove all procurement standards that are contrary to Part 85 or the Recovery Act. Where permitted by Part 85, SNRHA may insert their own procedures provided that they are not contrary to the purposes of the Recovery Act.

  a. For example, SNRHA may use their existing protest procedures, written codes of standards for employees engaged in the award and administration of the contracts and other procedures as long as they are not contrary to Part 85.
  
  b. It is important to note that SNRHA shall continue to follow all Part 85 requirements regarding conflicts of interest, contract cost and price.
  
  c. HUD Handbook: SNRHA shall use the Procurement Handbook for Public Housing Agencies (7460.8 Rev-2) for guidance with all amendments and revisions to this document.

10.2 General Provisions

The purpose of this policy is to: provide for the fair and equitable treatment of all persons or firms involved in the procurement process, and (purchasing by SNRHA); assure that supplies, services, and construction are procured efficiently, effectively, and at the most favorable prices available. Additionally to promote competition in contracting; provide safeguards for maintaining a procurement system of quality and integrity; and assure that SNRHA’s purchasing actions are in full compliance with applicable federal laws, and HUD regulations.
10.3 Application

This policy applies to all contracts for which the American Recovery and Reinvestment Act (ARRA) federal funds will be used for the procurement of supplies, services, and construction entered into by SNRHA after the effective date of this policy. It shall apply to every expenditure of ARRA funds by SNRHA for public purchasing, with the exception of other federal and non-federal funds, including contracts which do not involve an obligation of funds (such as concession contracts); however, nothing in this statement shall prevent SNRHA from complying with the terms and conditions of any grant, contract, gift or bequest that is otherwise consistent with the law. The term "procurement," as used in this policy, includes both contracts and modifications (including change orders) for construction or services, as well as purchase, lease, or rental of supplies and equipment.

10.4 State and Local

As provided for in HUD PIH Notice 2009-12 (HA) and the ARRA, any requirements relating to the procurement of goods and services arising under state and local laws and regulations shall not apply to Capital Fund Stimulus Grants. This policy follows the Part 85 requirements. If SNRHA adds Recovery Act funds to an existing procurement that is using Capital Funds, state and local procurement requirements continue to apply. If SNRHA uses both Capital Fund Formula Grants and Recovery Act Formula Grants in a new procurement, state and local procurement requirements continue to apply as well. The Procurement is only exempt from state and local procurement requirements when the procurement only involves Recovery Act funds.

10.5 Public Access to Procurement Information

Procurement information shall be a matter of public record to the extent required by any applicable Federal laws or codes and shall be available to the public as provided in such statutes.

10.6 Funding Sources

SNRHA receives funds from federal, state, and local governments as well as private funding sources. As such, in its procurement activities, the Board has adopted this policy, the Federal Procurement Policy and the Non-Federal Procurement Policy to ensure compliance with applicable laws and regulations without necessarily imposing a higher standard than is necessary to ensure compliance with applicable laws.
10.7 **ARRA Verses Federal and/or Non-Federal Funding**

This policy shall apply to ARRA funded contracts, while SNRHA’s Federal Procurement Policy shall apply to federally-funded contracts as well as non-federally funded contracts.

10.8 **List of SNRHA Funds**

The Executive Director shall maintain a list of SNRHA funding specifying whether the funds are from ARRA sources or federal or non-federal sources and the list shall state under which procurement policy the funds are to be used. SNRHA shall make such a list available to SNRHA employees who work in procurement matters.

10.9 **Exclusions from Federal Requirements Under This Policy**

Procurements which are excluded from federal requirements shall be conducted in a manner which is consistent with customary business practices. These procurements include:

- Procurements from income generated by the Central Office Cost Center through reasonable fee-for-service arrangements under 24 CFR Part 990, e.g., management fees, bookkeeping fees, and asset management fees, etc. Such fee income is not considered Federal program income and subject to 24 CFR part 85. Fee income is governed only by State and local requirements, as applicable.

- **Real Estate Purchase and Sale Transaction**

  Surveys, appraisals, environmental site assessments, and financing analyses are considered Consultant services and are governed by this policy.

- Funds received from insurance claims
- Loan transactions and documents
- Employment contracts
- Limited partnership agreements
- The operation of the Section 8 Housing Choice Voucher Program, which is exempted from 24 CFR 85.36
  a. Procurement activities within the voucher program, therefore, are governed by applicable state and local law. To the extent that SNRHA utilizes procurement practices for its voucher program that are different from those required under 24 CFR 85.36, SNRHA will conduct those procurements in compliance with its Non-Federal Procurement Policy.
10.10 Policy NOT All-Inclusive

While this Procurement policy is intended as the primary reference document for all SNRHA’s ARRA procurement matters (except for SNRHA’s Federally and Non-Federally funded procurement matters), no document can be all-inclusive. Where situations arise that, in the reasonable judgment of SNRHA, have not been addressed in this policy, SNRHA shall contact its legal counsel or the local HUD field office for further guidance.

10.11 Application of New Law

In the event an applicable law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall, to the extent inconsistent with this policy, automatically supersede this policy, and the Executive Director shall make appropriate modifications to this policy within a reasonable time of the effect of the revised law and present the revised policy to the Board for approval.

11.0 DOCUMENT CONTROL PROCEDURE

11.1 Scope

This outlines the procedures for handling documents in the process management system.

11.2 Purpose

The primary purpose of document control is to ensure that only current documents are employed in the process management system. Document control ensures that current documents are approved by the assigned management staff, distributed to the places where they are used, old and obsolete versions are removed, and training provided.

11.3 Responsibility & Authority

Any employee who identifies a change or revision in a Procurement Department form or document will complete the Correction Action Request (CAR) and submit it to the DCC for revision consideration. See Amendment H.

11.4 Procedure

All controlled documents shall contain the following

- A title describing the document
- A unique reference number
- A revision number
An approved date

All documents are logged on the Department's Document Register. Only the Document Control Custodian (DCC) or alternate have write access to the database.

Staff that use documents are responsible for ensuring they are familiar with the latest version of them.

The DCC shall inform the Department or designee of the potential for training requirements when documents are created or revised. All staff shall receive training on all revisions and sign acknowledging that training has been provided.

Revisions or deletions of documents shall be reviewed and approved by the management staff. This must be completed prior to implementing any revisions.

Documents shall be reviewed on a regular basis through internal audits and normal use to determine the need for revisions.

The most current documentation shall be readily available to those performing the tasks defined and/or those having responsibility for the document.

Documentation is legible and readily identifiable with changes and revision history to ensure proper use and deployment. To maintain changes

11.5 Document Control and Revisions

Any document under revision must be reviewed and signed off by the following staff members:

- The Technical Writer / DCC (or alternate)
- The Subject Matter Expert (SME)
- Procurement Manager
- The Director/Deputy Director/Manager of the affected department
- The Deputy and Executive Directors of SNRHA

This group will be responsible for comparing the recommended changes to HUD's CFR, State and local laws, and the SNRHA procurement policy to assure procedures are compliance.

11.6 Denied Revisions

If the recommended change is denied, a copy of the recommended change will be returned to the staff member to inform them of the denial with an explanation of why the change could not be implemented. The denial explanation shall include any HUD's CFR, State and local laws, and/or the SNRHA policy that approval of the suggested revision would violate. Additionally, the response will
justify the denial of a suggested revision that does not violate a policy, regulation, or law – but would result in the ineffectiveness of a procedure.

11.7 Role of Procurement Manager

The Procurement Manager shall be responsible for managing all procurement files, and ensuring files contain required documentation and are properly maintained for quality and control.

Will schedule training to ensure 100% of staff is updated on the new/revised procedures. After training, old procedures and/or forms will be removed from all staff’s desktop to be replaced by updated/revised documents.

11.8 Role of Staff

Staff will sign-off on the Training sheets acknowledging they have been updated at the conclusion of training. Training sheets shall be maintained in the Departments’ Training Binder. Attached to the training sheets shall be a copy of the revised document.

11.9 Document Numbering

In order to ensure tracking and retention of these documents, each department must develop a numbering system to ensure the referenced numbers are included in the footer of all forms, policies, procedures, and documents. The following numbering system has been developed:

11.10 Document Retention

Document retention shall be in accordance with the Document Retention Schedule. Documents may be reviewed annually for destruction if past the retention date. If it is determined the documents need to be retained, the Director/Manager will reassign a destruction date.

11.11 References and Key Documents

HUD, Configuration Management Plan

HUD, Quality Assurance Plan

ISO 9001, Document Control Procedures
12.0 GLOSSARY

12.1 Procurement Terms

American Recovery and Reinvestment Act (ARRA)

This statute became effective on February 17, 2009. This legislation includes a $4 Billion appropriation of Capital Funds to carry out capital and management activities for public housing agencies, as authorized under section 9 of the United States Housing Act of 1937. The Recovery Act requires that $3 Billion of these funds be distributed as formula funds and the remaining $1 Billion be distributed through a competitive process.

Acquisition Plan

A tool used to properly forecast the events in the procurement process and to allow for an adequate processing time.

Business Planning

A strategy meeting is to allow procurement and the requestor time to develop the requisition and solicitation package.

Business Concern

A business concern located in the area of the project is defined as an individual or firm located within the relevant Section 3 covered project area, as determined pursuant to 24 CFR 135.15, listed on HUD's registry of eligible business concerns, and meeting the definition of small business above. A business concern owned in substantial part by persons residing in the area of the project is defined as a business concern which is 51% or more owned by persons residing within the Section 3 covered project, owned by persons considered by the U.S. Small Business Administration to be socially or economically disadvantaged, listed on HUD's registry of eligible business concerns, and meeting the definition of small business above.

Buy American

As provided for in HUD PIH Notice 2009-12 (HA) and the ARRA, the Housing Authority will follow Buy American requirements of section 1605 of the Recovery Act and use only iron, steel and manufactured goods produced in the United States in their projects.

Change Orders (CO)

A request for a minor revision in the scope of an existing contract

Commodities

Tools, parts, or equipment
Competitive Proposal

The Competitive Proposal (also called contract by negotiation) is a method of procurement using the solicitation, evaluation, and negotiation of proposals instead of sealed bids. The Competitive Proposal method is used for requirements exceeding SNRHA’s Small Purchase Limit when conditions are not appropriate for sealed bidding.

Competitive Range

The Competitive Range includes those proposals submitted in response to an RFP that, after technical evaluation by SNRHA’s selection panel and considering the proposed costs/prices, have a reasonable chance of being awarded the contract. (see Chapter 7, paragraph 7.2.N for detailed guidance).

Contract Pricing Arrangements

The arrangement, as reflected in the contract, for how the vendor will be paid for services. While there are two basic contract pricing arrangements – firm fixed-price and cost-reimbursement – there are multiple variations on these models, from indefinite quantity contracts (where the exact number of deliverable items is not known at the time of contract award but where minimum and maximum quantities are stated) to cost-plus fixed-fee (where costs are reimbursed, up to an estimated amount, plus a specified fee).

Contracting Officer

The Contracting Officer is either SNRHA’s Executive Director or an official authorized by the Executive Director to enter into and/or administer contracts and make related determinations and findings. For the purpose of this policy, the term includes any SNRHA employee designated and authorized to perform the duties of a Contracting Officer.

Cost-Reimbursement Contract

A Cost-Reimbursement Contract is a contract when the contractor is reimbursed for his/her allowable costs of performance up to a total estimated amount specified in the contract. The contract may provide for the payment of a fee (i.e., a type of profit) in addition to costs.

Delegated Purchase Authority

The dollar amount you have been authorized to purchase without further approval. Note: this amount must be in writing and can only be delegated from the Executive Director.

Delivery Order (DO)

Commodity based order placed against an existing contract.
Emergency Purchase

An emergency is defined as anything that affects the immediate health or safety of the public, resident or an employee.

Facilitator

Requesting department staff person(s) responsible for preparing scope of work and overseeing contractor progress within the guidelines of the formal contract.

Firm Fixed Price Contract

A Firm Fixed Price Contract is a contract when the contractor is paid a firm fixed-price for all required work regardless of the contractor's actual costs of performance.

Force Account

As provided for in HUD PIH Notice 2009-12 (HA) and the ARRA, to the extent feasible, the SNRHA will consider employing existing or additional force account laborers on either a permanent or a temporary basis to perform Capital Fund stimulus grant work. Prior HUD approval is not required to use force account labor, but such work will be designated as force account work in the Capital Fund planning, budgeting and reporting documents.

Independent Cost Estimate (“ICE”)

ICE is an estimate document which includes a detailed description of estimated cost for a project. Required for all construction purchases, this document is prepared prior to obtaining offers. The degree of analysis contained within the ICE will depend on the size and complexity of the purchase.

Intergovernmental or Interagency Agreement

An Intergovernmental or Interagency Agreement is an agreement between SNRHA and a Federal, State, or local government agency (including other Housing Authorities) for the provision of supplies or services.

Invitation for Bids (“IFB”)

An IFB is a solicitation type used under the sealed bidding method of procurement.

Labor Surplus Area Business

A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or under-employment, as defined by the U.S. Department of Labor in 20 CFR 654, Subpart A, and in lists of labor surplus areas published by the Employment and Training Administration.
Micro Purchases

Micro Purchases are purchases under $2,000.

Minority Business Enterprise

A minority business enterprise is defined as a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Pacific and Asian Indian Americans, and Hasidic Jewish Americans.

Negotiation

Discussions with offerors in the competitive range regarding technical and/or price proposals when awarding a contract using the competitive proposals method of procurement or when issuing modifications to existing contracts or other required discussion with offerors for the other methods of procurement.

Noncompetitive Proposals

Procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

Non-Federal funding

Funding sources which are not from the federal government

Procurement

Includes the procuring, purchasing, leasing, or renting of: (1) goods, supplies, equipment, and materials, (2) construction and construction change orders and maintenance; consultant services, (3) Architectural and Engineering (AVE) services, (4) Social Services, and (5) other services

Proposal

The offer submitted by a potential contractor in the competitive or noncompetitive proposals method of procurement.

Protest

Disagreements over the award of an SNRHA contract that may arise between the PHA and an offeror. Usually, the protestor asserts that he/she shall have received the contract award and alleges that the PHA did not conduct the competition appropriately. (Note: While protests are commonly referred to as “bid protests,” any type of contract
award, including small purchase, competitive proposal, or sealed bid, may be protested by an unsuccessful offeror.) Refer to Section 6.8

Purchase Orders (PO)

Unilateral contract placed for a commodities or services.

Qualification Based Selection (“QBS”)

A QBS is a form of procurement of architect-engineering (“A/E”) or development services by competitive proposals in which price is not requested in the Request for Qualifications (“RFQ”) or used as an evaluation factor. Instead, technical qualifications only are reviewed negotiations are conducted with the best-qualified firm. Only A/E services and development partners may be procured by this method.

Request for Proposals (“RFP”)

An RFP is a solicitation method used under both the competitive or non-competitive methods of procurement. Proposal evaluation and contractor selection are based on the evaluation criteria and factors for award as stated in the RFP. Contract award is based on the best proposal responsive to the requirements of the statement of work resulting in the greatest benefit and best value to SNRHA, which may not necessarily be primarily determined based on price.

Requisition

The document used to initiate a purchase.

Resident Hiring Scale for Section 3 Residents Training and Employment Opportunities

The Resident Hiring Scale for Section 3 Residents Training and Employment Opportunities is a scale method adopted by the SNRHA for residents hiring that is to be used on all contracts, service contracts and professional service contracts that contain a labor component.

Responsible Bidder

A Responsible Bidder is one who: (1) is able to comply with the required or proposed delivery or performance schedule; (2) has a satisfactory performance record; (3) has a satisfactory record of integrity and business ethics; (4) has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them; (5) has the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and (6) is otherwise qualified and eligible to receive an award under applicable laws and regulations, including the fact that the bidder is not suspended, debarred or under a HUD-imposed Limited Denial of Participation.

Responsive Bid

Rev. June 2015
A Responsive Bid is one that conforms exactly to the requirements set forth in the IFB.

Scope of Work (SOW)

The document used to define your purchase

Sealed Bidding

Sealed Bidding is a method of procurement inviting sealed bids. This method requires: specifications that are clear, accurate, and complete; a public bid opening; and evaluation of bids and award of the contract based on the lowest price submitted by a responsive and responsible contractor. Sealed bidding is the preferred method for construction procurements.

Section 3 Business

A Business Concern Located in the Area of a Housing Authority Development

An individual or firm located within the relevant Section 3 covered development area, as determined pursuant to 24 CFR 135.15. (HUD 7460.8 Appendix 3, Section V)

Business concerns that are 51% or more owned and controlled by residents of any SNRHA housing site or whose full-time permanent workforce includes 30% of SNRHA residents of any housing site; or

HUD Youthbuild Program in Clark County; or

Business concerns that are 51% or more owned and controlled by low or very low-income Southern Nevada residents or whose full-time permanent work force includes 30% low/very low-income Southern Nevada residents.

Businesses that subcontract in excess of 25% of the total amount of subcontracts to business concerns identified in the preferences above.

Section 3 Resident

A resident of an SNRHA housing site where contracted work is being done; or a resident of any SNRHA housing site; or a participant in HUD Youthbuild program in Southern Nevada; or a low or very low-income resident of Southern Nevada.

Small Business

A small business is defined as a business which is: independently owned; not dominant in its field of operation; and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in 13 CFR Part 121 shall be used, unless the SNRHA determines that their use is inappropriate.

Small Purchase Limit
The Small Purchase Limit is the maximum dollar amount for SNRHA's individual small purchases. SNRHA's Small Purchase Limit is currently set at $100,000.

Solicitation

Solicitation is the general term for SNRHA's request for offers from potential offerors. A solicitation package generally contains the proposed contract, including contract terms and conditions, instructions to potential offerors regarding the submission of an offer, and any other information needed to prepare an offer.

Statement of Work (SOW)

A Statement of Work is a written description of work to be performed that establishes the standards sought for the supplies or services furnished under the contract; typically used for service contracts.

Specification

A detailed description of materials, supplies, equipment, pre-cuts, or construction work that is used in the procurement process to tell prospective contractors precisely what SNRHA desires to purchase.

Termination for Cause

Termination for Cause is the termination of a contract on a unilateral basis when the contractor fails to perform, fails to make progress so as to endanger performance, or commits a default as specified in the contract.

Termination for Convenience

Termination for Convenience is the termination of a contract by SNRHA on a unilateral basis when the product or service is no longer needed or when SNRHA determines at its sole discretion that termination is in SNRHA's best interest.

Vendor

A Vendor is the term often used for an offeror or contractor when talking about small purchasing.

Women's Business Enterprise

Women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are U. S. citizens and who also control or operate the business.

Task Orders (TO)

Service based order placed against existing valid contract
Pay App (PA)

Partial payment application submitted on the appropriate form with all the supporting documentation and signatures attached for work completed under an existing valid contract.
APPENDICES
Appendix A

Acquisition Plan
## Acquisition Plan for Construction Projects Valued $100,000 and Above

<table>
<thead>
<tr>
<th>Task and Timeline Days to Process</th>
<th>Forecast Date</th>
<th>Actual Date</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requisition Submittal and Process</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business Strategy Planning Meeting</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepare Solicitation</td>
<td>14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Days</td>
<td>16</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Task and Timeline Days to Process</strong></td>
<td>Forecast Date</td>
<td>Actual Date</td>
<td>Comments</td>
</tr>
<tr>
<td>Advertising</td>
<td>14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-bid conference</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Q &amp; A Responses Prior to Proposal Due Date</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Days</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Task and Timeline Days to Process</strong></td>
<td>Forecast Date</td>
<td>Actual Date</td>
<td>Comments</td>
</tr>
<tr>
<td>Procurement Review of Proposal for Completeness</td>
<td>14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical Evaluation Process</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical Evaluation Report Due</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Preparation</td>
<td>14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive Director Review</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Board of Commissioners Recommendations</td>
<td>30 days possibly BOC Meets Monthly To Add to Agenda</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Days</td>
<td>49</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Turnaround Days Total 95
Appendix B

Ratification Request
<table>
<thead>
<tr>
<th>Requesting Department</th>
<th>Ratification Process</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Department</td>
<td>Date of Request</td>
</tr>
<tr>
<td></td>
<td>Name/Title</td>
</tr>
<tr>
<td>Phone No.</td>
<td>Invoice No.</td>
</tr>
<tr>
<td></td>
<td>Vendor Name</td>
</tr>
<tr>
<td>Date of Purchase</td>
<td>Date of Invoice</td>
</tr>
<tr>
<td></td>
<td>Total Amount of Purchase</td>
</tr>
</tbody>
</table>

**Description of Items or Services Purchased**

**Was this a sole source?**
- Yes
- No

**Existing Contract**
- Yes
- No

**What approvals were obtained?** (Please Provide Documentation)

**Was adequate funding available in your budget?**

**How did you determine the price was reasonable?** If the items purchased were over $2,000.00, did you obtain competitive bids? (Please Provide Documentation)

**Please provide a description of the facts surrounding this procurement action. Include dates, persons contacted, such as direct supervisor, procurement department.**

**Please provide an explanation of how this could have been avoided?**

**Requestor**
- Name
- Date

**Approving Manager**
- Name
- Date

 Rev. June 2015
Date of Receipt  Buyer Assigned  Ratification No.  Market Survey Date

$  

Price Obtained for Item(s) (Attach Bid Abstract)

Recommend Approval  Yes  No  Recommend Disapproval  Yes  No

Buyer's Rationale: See attached Determination & Findings Memorandum

________________________________________  

________________________________________  

________________________________________  

________________________________________  

________________________________________  

________________________________________  

________________________________________  

________________________________________  

Buyer  Procurement Manager

____________________________  ____________  __________________________  ____________

Name  Date  Name  Date

Deputy Executive Director  Executive Director

____________________________  ____________  __________________________  ____________

Name  Date  Name  Date

Appendix C

Wells Fargo Purchasing Card
### MCC Template

<table>
<thead>
<tr>
<th>Custom 1</th>
<th>MCC</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0742</td>
<td>Veterinary Services</td>
</tr>
<tr>
<td></td>
<td>0763</td>
<td>Agricultural Cooperatives</td>
</tr>
<tr>
<td></td>
<td>0780</td>
<td>Horticultural and Landscaping Services</td>
</tr>
<tr>
<td></td>
<td>1520</td>
<td>General Contractors Residential and Commercial</td>
</tr>
<tr>
<td></td>
<td>1711</td>
<td>Air Conditioning Heating Plumbing Contractors</td>
</tr>
<tr>
<td></td>
<td>1731</td>
<td>Electrical Contractors</td>
</tr>
<tr>
<td></td>
<td>1740</td>
<td>Insulation Masonry Plastering Stonework Tile</td>
</tr>
<tr>
<td></td>
<td>1750</td>
<td>Carpentry</td>
</tr>
<tr>
<td></td>
<td>1761</td>
<td>Roofing and Siding Sheet Metal Work</td>
</tr>
<tr>
<td></td>
<td>1771</td>
<td>Contractors Concrete Work</td>
</tr>
<tr>
<td></td>
<td>1799</td>
<td>Contractors Special Trade Not Elsewhere Class</td>
</tr>
</tbody>
</table>

**Business Services**
MCC Template

2741  Miscellaneous Publishing and Printing

2791  Typesetting Plate Making and Related Services

2842  Specialty Cleaning Polishing

Airlines

3000  United Airlines

3001  American Airlines

X  3002  Pan American

X  3003  Eurofly

3004  Trans World Airlines

X  3005  British Airways

X  3006  Japan Air Lines

X  3007  Air France

X  3008  Lufthansa

X  3009  Air Canada

X  3010  Royal Dutch Airlines
MCC Template

X 3011 Aeroflot
X 3012 Qantas
X 3013 Alitalia
X 3014 Saudi Arabian Airlines
X 3015 Swissair
X 3016 Scandinavian Airline
X 3017 South African Airway
X 3018 Varig (Brazil)
X 3019 Germanwings
X 3020 Air India
X 3021 Air Algerie
X 3022 Philippine Airlines
X 3023 Mexicana
X 3024 Pakistan International
X 3025 Air New Zealand
MCC Template

X  3026  Emiratcs Airlines
X  3027  Union de Transports Aeriens
X  3028  Air Malta
X  3029  Sabena
X  3030  Aerolineas Argentinas
X  3031  Olympic Airways
X  3032  El Al
X  3033  Ansett Airlines
X  3034  Etihad Airlines
X  3035  Tap (Portugal)
X  3036  VASP (Brazil)
X  3037  EgyptAir
X  3038  Kuwait Airways
X  3039  Avianca
X  3040  Gulf Air (Bahrain)
MCC Template

X 3041 Balkan-Bulgarian Airlines
X 3042 Finnair
X 3043 Aer Lingus
X 3044 Air Lanka
X 3045 Nigeria Airways
X 3046 Cruzerio do Sul (Brazil)
X 3047 THY (Turkey)
X 3048 Royal Air Maroc
X 3049 Tunis Air
X 3050 Icelandair
X 3051 Austrian Airlines
X 3052 Lan-Chile
X 3053 AVIACO (Spain)
X 3054 LADECO (Chile)
X 3055 LAB (Bolivia)
### MCC Template

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>3056</td>
</tr>
<tr>
<td>X</td>
<td>3057</td>
</tr>
<tr>
<td></td>
<td>3058</td>
</tr>
<tr>
<td>X</td>
<td>3059</td>
</tr>
<tr>
<td></td>
<td>3060</td>
</tr>
<tr>
<td></td>
<td>3061</td>
</tr>
<tr>
<td>X</td>
<td>3062</td>
</tr>
<tr>
<td>X</td>
<td>3063</td>
</tr>
<tr>
<td>X</td>
<td>3064</td>
</tr>
<tr>
<td>X</td>
<td>3065</td>
</tr>
<tr>
<td></td>
<td>3066</td>
</tr>
<tr>
<td></td>
<td>3067</td>
</tr>
<tr>
<td>X</td>
<td>3068</td>
</tr>
<tr>
<td>X</td>
<td>3069</td>
</tr>
<tr>
<td>X</td>
<td>3071</td>
</tr>
</tbody>
</table>
MCC Template

X 3072   CEBU Pacific Airlines CEBU PAC
X 3075   Singapore Airlines
X 3076   Aeromexico
X 3077   Thai Airways
X 3078   China Airlines
X 3079   Jetstar Airways- Jetstar
X 3081   Nordair
X 3082   Korean Airlines
X 3083   Air Afrique
X 3084   Eva Airways
3085   Midwest Express Airlines
3086   Carnival Airlines
3087   Metro Airlines
X 3088   Croatia Air
X 3089   Transaero
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>3090</td>
<td>UNI Airways</td>
</tr>
<tr>
<td></td>
<td>3092</td>
<td>Midway Airlines</td>
</tr>
<tr>
<td>X</td>
<td>3094</td>
<td>Zambia Airways</td>
</tr>
<tr>
<td>X</td>
<td>3096</td>
<td>Air Zimbabwe</td>
</tr>
<tr>
<td>X</td>
<td>3097</td>
<td>Spanair</td>
</tr>
<tr>
<td>X</td>
<td>3098</td>
<td>Asiana Airlines</td>
</tr>
<tr>
<td>X</td>
<td>3099</td>
<td>Cathay Pacific</td>
</tr>
<tr>
<td>X</td>
<td>3100</td>
<td>Malaysian Airline System</td>
</tr>
<tr>
<td>X</td>
<td>3102</td>
<td>Iberia</td>
</tr>
<tr>
<td>X</td>
<td>3103</td>
<td>Garuda (Indonesia)</td>
</tr>
<tr>
<td>X</td>
<td>3106</td>
<td>Braathens S.A.F.E. (Norway)</td>
</tr>
<tr>
<td>X</td>
<td>3110</td>
<td>Wings Airways</td>
</tr>
<tr>
<td>X</td>
<td>3111</td>
<td>British Midland</td>
</tr>
<tr>
<td>X</td>
<td>3112</td>
<td>Windward Island</td>
</tr>
<tr>
<td>X</td>
<td>3115</td>
<td>Power Air</td>
</tr>
</tbody>
</table>
MCC Template

X  3117  Venezolana International de Aviacion
X  3118  Valley Airlines
X  3125  Tan Airlines
X  3126  Talair
X  3127  Taca International
X  3129  Surinam Airways

3130  Sunworld International Airways
X  3131  VLM Airlines

3132  Frontier / Sunbird Airlines
3133  Sunbelt Airlines
X  3135  Sudan Airways
X  3136  Qatar Airways
X  3137  Singleton Air
X  3138  Simmons Airlines

3143  Scenic Airlines
<table>
<thead>
<tr>
<th>#</th>
<th>MCC Template</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>3144</td>
<td>Virgin Atlantic</td>
</tr>
<tr>
<td>X</td>
<td>3145</td>
<td>San Juan Airlines</td>
</tr>
<tr>
<td>X</td>
<td>3146</td>
<td>Luxair</td>
</tr>
<tr>
<td>X</td>
<td>3148</td>
<td>Air Littoral</td>
</tr>
<tr>
<td>X</td>
<td>3151</td>
<td>Air Zaire</td>
</tr>
<tr>
<td>X</td>
<td>3154</td>
<td>Princeville</td>
</tr>
<tr>
<td>X</td>
<td>3156</td>
<td>Go Fly Ltd</td>
</tr>
<tr>
<td>X</td>
<td>3159</td>
<td>Provincetown-Boston Airways</td>
</tr>
<tr>
<td>X</td>
<td>3161</td>
<td>All Nippon Airways</td>
</tr>
<tr>
<td>X</td>
<td>3164</td>
<td>Norontair</td>
</tr>
<tr>
<td>X</td>
<td>3165</td>
<td>New York Helicopter</td>
</tr>
<tr>
<td>X</td>
<td>3167</td>
<td>Aero Continente</td>
</tr>
<tr>
<td>X</td>
<td>3170</td>
<td>Mount Cook</td>
</tr>
<tr>
<td>X</td>
<td>3171</td>
<td>Canadian Airlines</td>
</tr>
<tr>
<td>X</td>
<td>3172</td>
<td>Nation Air</td>
</tr>
</tbody>
</table>

Rev. June 2015
MCC Template

3174 Jetblue
3175 Middle East Air
3176 Metroflight Airlines
X 3177 AirTran Airways
X 3178 Mesa Air
X 3180 Westjet Airlines
X 3181 Malev Hungarian Airlines
X 3182 LOT - Polish Airlines
X 3183 Oman Aviation Services
X 3184 LIAT
X 3185 LAV Linea Aeropostal Venezolana
X 3186 LAP Lineas Aereas Paraguayas
X 3187 LACSA (Costa Rica)
X 3188 Virgin Express
X 3190 Yugoslav Air
<table>
<thead>
<tr>
<th></th>
<th>Code</th>
<th>Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>3191</td>
<td>Island Airlines</td>
</tr>
<tr>
<td>X</td>
<td>3192</td>
<td>Iran Air</td>
</tr>
<tr>
<td>X</td>
<td>3193</td>
<td>Indian Airlines</td>
</tr>
<tr>
<td>X</td>
<td>3196</td>
<td>Hawaiian Air</td>
</tr>
<tr>
<td>X</td>
<td>3197</td>
<td>Havasu Airlines</td>
</tr>
<tr>
<td>X</td>
<td>3200</td>
<td>Guyana Airways</td>
</tr>
<tr>
<td>X</td>
<td>3203</td>
<td>Golden Pacific Air</td>
</tr>
<tr>
<td>X</td>
<td>3204</td>
<td>Freedom Airlines</td>
</tr>
<tr>
<td>X</td>
<td>3206</td>
<td>China Eastern Airlines</td>
</tr>
<tr>
<td>X</td>
<td>3211</td>
<td>Norwegian Air Shuttle</td>
</tr>
<tr>
<td>X</td>
<td>3212</td>
<td>Dominicana de Aviacion</td>
</tr>
<tr>
<td>X</td>
<td>3213</td>
<td>Malmo Aviation</td>
</tr>
<tr>
<td>X</td>
<td>3215</td>
<td>Dan Air Services</td>
</tr>
<tr>
<td>X</td>
<td>3216</td>
<td>Cumberland Airlines</td>
</tr>
<tr>
<td>X</td>
<td>3217</td>
<td>CSA Ceskoslovenske Aerolinie</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>3218</td>
<td>Crown Air</td>
<td></td>
</tr>
<tr>
<td>3219</td>
<td>Compania Panamena de Aviacion (Copa)</td>
<td></td>
</tr>
<tr>
<td>3220</td>
<td>Compania Faucett</td>
<td></td>
</tr>
<tr>
<td>3221</td>
<td>Transportes Aeros Militares Ecuatorianos</td>
<td></td>
</tr>
<tr>
<td>3222</td>
<td>Command Airways</td>
<td></td>
</tr>
<tr>
<td>3223</td>
<td>Comair</td>
<td></td>
</tr>
<tr>
<td>3226</td>
<td>Skyways</td>
<td></td>
</tr>
<tr>
<td>3228</td>
<td>Cayman Airways</td>
<td></td>
</tr>
<tr>
<td>3229</td>
<td>SAETA (Sociedad Ecuatorianas De Transportes Aereo)</td>
<td></td>
</tr>
<tr>
<td>3231</td>
<td>SAHSA (Servicio Aero de Honduras)</td>
<td></td>
</tr>
<tr>
<td>3233</td>
<td>Capital Air</td>
<td></td>
</tr>
<tr>
<td>3234</td>
<td>BWIA International</td>
<td></td>
</tr>
<tr>
<td>3235</td>
<td>Brockway Air</td>
<td></td>
</tr>
<tr>
<td>3236</td>
<td>Air Arabia Airline</td>
<td></td>
</tr>
<tr>
<td>3238</td>
<td>Bemidji Airlines</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>X</td>
<td>3239</td>
<td>Bar Harbor Airlines</td>
</tr>
<tr>
<td>X</td>
<td>3240</td>
<td>Bahamasair</td>
</tr>
<tr>
<td>X</td>
<td>3241</td>
<td>Aviateca (Guatemala)</td>
</tr>
<tr>
<td>X</td>
<td>3242</td>
<td>Avensa</td>
</tr>
<tr>
<td>X</td>
<td>3243</td>
<td>Austrian Air Service</td>
</tr>
<tr>
<td>X</td>
<td>3245</td>
<td>EasyJet</td>
</tr>
<tr>
<td>X</td>
<td>3246</td>
<td>Ryanair</td>
</tr>
<tr>
<td>X</td>
<td>3247</td>
<td>Gol Airlines---GOL</td>
</tr>
<tr>
<td>X</td>
<td>3248</td>
<td>Tam Airlines---TAM</td>
</tr>
<tr>
<td></td>
<td>3251</td>
<td>Aloha Airlines</td>
</tr>
<tr>
<td>X</td>
<td>3252</td>
<td>ALM Antillean Airlines</td>
</tr>
<tr>
<td></td>
<td>3253</td>
<td>America West</td>
</tr>
<tr>
<td></td>
<td>3254</td>
<td>US Air Shuttle</td>
</tr>
<tr>
<td></td>
<td>3256</td>
<td>Alaska Airlines Inc.</td>
</tr>
<tr>
<td></td>
<td>3259</td>
<td>American Trans Air</td>
</tr>
</tbody>
</table>
MCC Template

3260  Spirit Airlines—SPIRIT

X  3261  Air China

3262  Reno Air Inc.

X  3263  Aero Servicio Carabobo

X  3266  Air Seychelles

X  3267  Air Panama International

X  3280  Air Jamaica

X  3282  Air Djibouti

X  3284  Aero Virgin Islands

X  3285  Aero Peru

X  3286  Aero. Nicaraguenses

X  3287  Aero Coach Aviation

X  3292  Cyprus Airways

X  3293  Ecuatoriana

X  3294  Ethiopian Airlines
MCC Template

X 3295 Kenya Airways

X 3296 Air Berlin

X 3297 Tarom Romanian Air Transport

X 3298 Air Mauritius

X 3299 Wideroes Flyveselskap

Automobile Rental

3351 Affiliated Auto Rental

3352 American International

3353 Brooks Rent A Car

3354 Action Auto Rental

3355 SIXT Car Rental

3357 Hertz Corporation

3359 Payless Car Rental

3360 Snappy Car Rental

3361 Airways Rent-A-Car
### MCC Template

<table>
<thead>
<tr>
<th>Code</th>
<th>Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>3362</td>
<td>Altra Auto Rental</td>
</tr>
<tr>
<td>3364</td>
<td>Agency Rent-A-Car</td>
</tr>
<tr>
<td>3366</td>
<td>Budget Rent-A-Car</td>
</tr>
<tr>
<td>3368</td>
<td>Holiday Rent-A-Car</td>
</tr>
<tr>
<td>3370</td>
<td>Rent A Wreck</td>
</tr>
<tr>
<td>3374</td>
<td>Accent Rent-A-Car</td>
</tr>
<tr>
<td>3376</td>
<td>Ajax Rent-A-Car</td>
</tr>
<tr>
<td>3380</td>
<td>Triangle Rent-A-Car</td>
</tr>
<tr>
<td>3381</td>
<td>Europ Car</td>
</tr>
<tr>
<td>3385</td>
<td>Tropical Rent-A-Car</td>
</tr>
<tr>
<td>3386</td>
<td>Showcase Rental Cars</td>
</tr>
<tr>
<td>3387</td>
<td>Alamo Rent-A-Car</td>
</tr>
<tr>
<td>3388</td>
<td>Merchants Rent A Car</td>
</tr>
<tr>
<td>3389</td>
<td>Avis Rent A Car</td>
</tr>
<tr>
<td>3390</td>
<td>Dollar Rent A Car</td>
</tr>
</tbody>
</table>
MCC Template

3391   Europe By Car

3393   National Car Rental

3394   Kemwell Group Rent-A-Car

3395   Thrifty Car Rental

3396   Tilden Rent-A-Car

3398   Econo Car Rent-A-Car

3399   Amerex Rent-A-Car

3400   Auto Host Car Rental

3405   Enterprise Rent-A-Car

3409   General Rent-A-Car

3411   Atlanta Rent-A-Car

3412   A1 Rent-A-Car

3414   Godfrey National Rent-A-Car

3419   Alpha Rent-A-Car

3420   ANSA International
MCC Template

3421 Allstate Rent-A-Car
3423 Avcar Rent-A-Car
3425 Automate Rent-A-Car
3427 Avon Rent-A-Car
3428 Carey Rent-A-Car
3429 Insurance Rent-A-Car
3430 Major Rent-A-Car
3431 Replacement Rent-A-Car
3432 Reserve Rent-A-Car
3433 Ugly Duckling Rent-A-Car
3434 USA Rent-A-Car
3435 Value Rent-A-Car
3436 Autohansa Rent-A-Car
3437 Cite Rent-A-Car
3438 Interent Rent-A-Car
MCC Template

3439 Milleville Rent-A-Car

3440 Via Route

3441 Advantage Rent A Car

Hotels

3501 Holiday Inns

3502 Best Western Hotels

3503 Sheraton Hotels

3504 Hilton Hotels

3505 Forte Hotels

3506 Golden Tulip Hotels

3507 Friendship Inns

3508 Quality Inns

3509 Marriott Hotels

3510 Days Inns

3511 Arabella Hotels
MCC Template

3512 Intercontinental Hotels

3513 Westin Hotels

3514 Amerisuites

3515 Rodeway Inns

3516 La Quinta Motor Inns

3517 Americana Hotels

3518 Sol Hotels

3519 Pullman International Hotels

3520 Meridien Hotels

3521 Royal Lahaina Resort

3522 Tokyo Hotel

3523 Peninsula Hotels

3524 WelcomGroup Hotels

3525 Dunfey Hotels

3526 Prince Hotels
MCC Template

3527  Downtowner Passport

3528  Red Lion Inns

3529  CP (Canadian Pacific) Hotels

3530  Stouffer Hotels

3531  Kauai Coconut Beach Resort

3532  Royal Kona Resort

3533  Hotel Ibis

3534  Southern Pacific Hotels

3535  Hilton International

3536  AMFAC Hotels

3537  ANA Hotels

3538  Concorde Hotels

3539  Summerfield Suite Hotel

3540  Iberotel Hotels

3541  Hotel Okura
MCC Template

3542 Royal Hotels
3543 Four Seasons Hotels
3544 Ciga Hotels
3545 Shangri-La International
3546 Sierra Suites Hotel
3547 Breakers Resort
3548 Hotels Melia
3549 Auberge des Governeures
3550 Regal 8 Inns
3551 Mirage Hotel and Casino
3552 Coast Hotel
3553 Park Inns International
3554 Pinehurst Resort
3555 Treasure Island Hotel and Casino
3556 Barton Creek Resort
MCC Template

3557 Manhattan East Suite Hotels
3558 Jolly Hotels
3559 Candlewood Suites
3560 Aladdin Resort and Casino
3561 Golden Nugget
3562 Comfort Inns
3563 Journey's End Motels
3564 Sam's Town Hotel and Casino
3565 Relax Inns
3566 Garden Place Hotel
3567 Soho Grand Hotel
3568 Ladbroke Hotels
3569 Tribeca Grand Hotel
3570 Forum Hotels
3571 Grand Wailea Resort
MCC Template

3572  Miyako Hotel
3573  Sandman Hotels
3574  Venture Inn
3575  Vagabond Hotels
3576  La Quinta Motor Inn
3577  Mandarin Oriental Hotels
3578  Frankenmuth Bavarian
3579  Hotel Mercure
3580  Hotel Del Coronado
3581  Delta Hotels
3582  California Hotel and Casino
3583  SAS Hotels
3584  Princess Hotels International
3585  Hungar Hotels
3586  Sokos Hotel
MCC Template

3587  Doral Hotels

3588  Helmsley Hotels

3589  Doral Golf Resort

3590  Fairmont Hotels

3591  Sonesta Hotels

3592  Omni Hotels

3593  Cunard Hotels

3594  Arizona Biltmore

3595  Hospitality Inns

3596  Wynn LasVegas

3597  Riverside Resort and Casino

3598  Regent International Hotel

3599  Pannonia Hotels

3600  Saddlebrook Resort- Tampa

3601  Trade Winds Resorts
MCC Template

3602 Hudson Hotel
3603 Noah's Hotel
3604 Hilton Garden Inn
3605 Jurys Doyle Hotel Group
3606 Jefferson Hotel
3607 Fontainebleau Resort
3608 Gaylord Opryland
3609 GAYLORD PALMS HOTEL FLA
3610 Gaylord Texan
3611 C MON INN
3612 Movenpick Hotels
3613 Microtel Inn and Suites
3614 Americinn
3615 Travelodge
3616 Hermitage Hotel
MCC Template

3617  America's Best Value

3618  Great Wolf

3619  Aloft

3620  Binion's Horseshoe Club

3621  Extended Stays

3622  Merlin Hotel Group

3623  Dorint Hotels

3624  Lady Luck Hotel and Casino

3625  Hotel Universale

3626  Studio Plus

3627  Extended Stay America

3628  Excalibur Hotel and Casino

3629  Dan Hotels

3630  Extended Stay Delux

3631  Sleep Inns
MCC Template

3632 The Phoenician
3633 Rank Hotels
3634 Swissotel
3635 Reso Hotel
3636 Sarova Hotels
3637 Ramada Inns
3638 Howard Johnson
3639 Mount Charlotte Thistle
3640 Hyatt Hotels
3641 Sofitel Hotels
3642 Novotel Hotels
3643 Steigenberger Hotels
3644 EconoLodges
3645 Queens Moat Houses
3646 Swallow Hotels
MCC Template

3647  Husa Hotels

3648  De Vera Hotels

3649  Radisson Hotels

3650  Red Roof Inns

3651  Imperial London Hotels

3652  Embassy Hotels

3653  Penta Hotels

3654  Loews Hotels

3655  Scandic Hotels

3656  Sara Hotels

3657  Oberoi Hotels

3658  New Otani Hotels

3659  Taj Hotels International

3660  Knights Inn

3661  Metropole Hotels
MCC Template

3662 Circus Circus Hotel and Casino
3663 Hoteles El Presidente
3664 Flag Inns
3665 Hampton Inn Hotels
3666 Stakis Hotels
3667 Luxor Hotel and Casino
3668 Maritim Hotels
3669 Eldorado Hotel and Casino
3670 Arcade Hotels
3671 Arctica Hotels
3672 Campanile Hotels
3673 IBUSZ Hotels
3674 Rantasipi Hotels
3675 Interhotel CEDOK
3676 Monte Carlo Hotel and Casino
MCC Template

3677  Climat de France Hotels
3678  Cumulus Hotels
3679  Silver Legacy Hotel and Casino
3680  Hoteis Othan
3681  Adams Mark Hotels
3682  Sahara Hotel and Casino
3683  Bradbury Suites
3684  Budget Hosts Inns
3685  Budgetel Inns
3686  Suisse Chalet
3687  Clarion Hotels
3688  Compri Hotels
3689  Consort Hotels
3690  Courtyard Inns
3691  Dillon Inn
MCC Template

3692 Doubletree Hotels

3693 Drury Inn

3694 Economy Inns of America

3695 Embassy Suites

3696 Excel Inn

3697 Fairfield Hotels

3698 Harley Hotels

3699 Midway Motor Lodge

3700 Motel 6

3701 Guest Quarters

3702 The Registry Hotels

3703 Residence Inn

3704 Royce Hotels

3705 Sandman Inn

3706 Shilo Inn
MCC Template

3707  Shoney’s Inn

3708  Virgin River Hotel and Casino

3709  Super 8 Motels

3710  The Ritz Carlton Hotels

3711  Flag Inns (Australia)

3712  Buffalo Bills Hotel and Casino

3713  Quality Pacific Hotel

3714  Four Seasons (Australia) Hotels

3715  Fairfield Inn

3716  Carlton Hotels

3717  City Lodge Hotels

3718  Karos Hotels

3719  Protea Hotels

3720  Southern Sun Hotels

3721  Conrad Hotels
MCC Template

3722  Wyndham Hotel and Resorts

3723  Rica Hotels

3724  Inter Nor Hotels

3725  Seapines Plantation

3726  Rio Suites

3727  Broadmoor Hotel

3728  Bally's Hotel and Casino

3729  John Ascuaga's Nugget

3730  MGM Grand Hotel

3731  Harrah's Hotels and Casinos

3732  Opryland Hotel

3733  Boca Raton Resort

3734  Harvey Bristol Hotels

3735  Masters Economy Inns

3736  Colorado Bell Edgewater Resort
MCC Template

3737  Riviera Hotel and Casino
3738  Tropicana Resort and Casino
3739  Woodside Hotels and Resorts
3740  TownePlace Suites
3741  Millennium Broadway Hotel
3742  Club Med
3743  Biltmore Hotel and Suites
3744  Carefree Resorts
3745  St Regis Hotel
3746  Eliot Hotels
3747  Club Corp Club Resorts
3748  Welleslay Inns
3749  The Beverly Hills Hotel
3750  The Crown Plaza Eagan
3751  Homewood Suites
MCC Template

3752 Peabody Hotel
3753 Greenbrier Resorts
3754 Amelia Island Plantation
3755 The Homestead
3756 South Seas Resorts
3757 Canyon Ranch
3758 Kahala Mandarin Oriental Hotel
3759 The Orchid at Mauna Lani
3760 Halekulani Corporation
3761 Primadonna Hotel and Casino
3762 Whiskey Pete's Hotel and Casino
3763 Chateau Elan Winery and Resort
3764 Beau Rivage Hotel and Casino
3765 Bellagio
3766 Fremont Hotel and Casino
MCC Template

3767  Main Street Hotel and Casino
3768  Silver Star Hotel and Casino
3769  Stratosphere Hotel and Casino
3770  Springhill Suites
3771  Caesars Hotel and Casino
3772  Nemacolin Woodlands
3773  The Venetian Resort Hotel Casino
3774  The York-New York Hotel and Casino
3775  Ocean Dunes Resort and Villas
3776  Nevele Grande Resort and Country Club
3777  Mandalay Bay Hotel
3778  Four Points Hotel
3779  W Hotels
3780  Disney Resorts
3781  The Patricia Grand Resort Hotels
MCC Template

3782 Rosen Hotels & Resorts
3783 Town and Country Resort and Convention Center
3784 First Hospitality Hotels
3785 Outrigger Hotels and Resorts
3786 Ohana Hotels of Hawaii
3787 Caribe Royale Resorts
3788 Ala Moana Hotel
3789 Smuggler's Notch Resort
3790 Raffles Hotels
3791 Staybridge Suites
3792 Claridge Casino Hotel
3793 The Flamingo Hotel
3794 Grand Casino Hotels
3795 Paris Las Vegas Hotel
3796 Peppermill Hotel Casino
MCC Template

3797 Atlantic City Hilton
3798 Embassy Vacation Resort
3799 Hale Koa Hotel
3800 All Remaining Hotels
3801 Wilderness Hotel and Golf Resort
3802 The Palace Hotel
3803 The Wigwam Golf Resort and Spa
3804 The Diplomat Country Club and Spa
3805 The Atlantic
3806 Princeville Resort
3807 Element
3808 LXR(Luxury Resorts)
3809 Settle Inn
3810 La Costa Resort
3811 Premier Travel
<table>
<thead>
<tr>
<th>MCC</th>
<th>Hotel Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>3812</td>
<td>Hyatt Place</td>
</tr>
<tr>
<td>3813</td>
<td>Hotel Indigo</td>
</tr>
<tr>
<td>3814</td>
<td>The Roosevelt Hotel NY</td>
</tr>
<tr>
<td>3815</td>
<td>Holiday Inn Nickelodeon</td>
</tr>
<tr>
<td>3817</td>
<td>Affinia</td>
</tr>
<tr>
<td>3818</td>
<td>Mainstay Suites</td>
</tr>
<tr>
<td>3819</td>
<td>Oxford Suites</td>
</tr>
<tr>
<td>3820</td>
<td>Jumeirah Essex House</td>
</tr>
<tr>
<td>3821</td>
<td>Caribe Royale</td>
</tr>
<tr>
<td>3822</td>
<td>Crossland</td>
</tr>
<tr>
<td>3823</td>
<td>Grand Sierra Resort</td>
</tr>
<tr>
<td>3824</td>
<td>Aria</td>
</tr>
<tr>
<td>3825</td>
<td>Vdara</td>
</tr>
<tr>
<td>3826</td>
<td>Autograph</td>
</tr>
<tr>
<td>3827</td>
<td>Galt House</td>
</tr>
</tbody>
</table>
MCC Template

Transportation Conveyer

4011 Railroads

4111 Transportation Commuter Passenger

4112 Passenger Railways

4119 Ambulance Services

4121 Limousines and Taxicabs

4131 Bus Lines

4214 Motor Freight Carriers Trucking

4215 Courier Services Air & Ground Freight Forwarders

4225 Public Warehousing

X 4411 Cruise Lines

X 4457 Boat Leases and Boat Rentals

4468 Marinas Marine Service/Supplies

4511 Air Carriers Airlines

4582 Airports Airport Terminals Flying Fields
MCC Template

4722 Travel Agencies and Tour Operations

4723 TUI Travel Germany

4761 Travel Services/ Mail/ Phone

4784 Bridge and Road Fees Tolls

4789 Transportation Services Not Elsewhere Classified

Utility

4812 Telecommunication Equipment

4813 Key Entered Telecom Merchant

4814 Telecommunication Service

4815 MasterPhone Telephone Service

4816 Computer Network/ Information Services

X 4821 Telegraph Services

X 4829 Wire Transfer Money Orders (WTMOs)

4899 Cable and other Pay Television Services

4900 Utilities Electric Gas Sanitary Water
MCC Template

Automobiles and Vehicles

5013 Motor Vehicle Supplies and New Parts

Miscellaneous

5021 Office and Commercial Furniture

5039 Construction materials not elsewhere classified

5044 Office Photographic Photocopy

5045 Computers Computer Peripheral Equipment Software

5046 Commercial not elsewhere classified

X 5047 Dental/Laboratory/Medical/Ophthalmic

5051 Metal Service Centers and Offices

5065 Electrical Parts and Equipment

5072 Hardware Equipment and Supplies

5074 Plumbing and Heating Equipment

5085 Industrial Supplies not elsewhere classified

X 5094 Precious Stones and Metals Watches and Jewelry

Rev. June 2015
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5099</td>
<td>Durable Goods not elsewhere classified</td>
</tr>
<tr>
<td>5111</td>
<td>Stationery Office Supplies Printing</td>
</tr>
<tr>
<td>5122</td>
<td>Drugs Drug Proprietaries and Druggists Sundries</td>
</tr>
<tr>
<td>5131</td>
<td>Piece Goods Notions and Other Dry Goods</td>
</tr>
<tr>
<td>5137</td>
<td>Men's Women's and Children's Uniforms</td>
</tr>
<tr>
<td>5139</td>
<td>Commercial Footwear</td>
</tr>
<tr>
<td>5169</td>
<td>Chemicals and Allied Products</td>
</tr>
<tr>
<td>5172</td>
<td>Petroleum and Petroleum Products</td>
</tr>
<tr>
<td>5192</td>
<td>Books Periodicals and Newspapers</td>
</tr>
<tr>
<td>5193</td>
<td>Florists Supplies Nursery Stock and Flowers</td>
</tr>
<tr>
<td>5198</td>
<td>Paints Varnishes and Supplies</td>
</tr>
<tr>
<td>5199</td>
<td>Nondurable Goods not elsewhere classified</td>
</tr>
</tbody>
</table>

**Type of Retail Store**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5200</td>
<td>Home Supply Warehouse</td>
</tr>
<tr>
<td>5211</td>
<td>Building Materials Lumber Stores</td>
</tr>
</tbody>
</table>
MCC Template

5231 Glass Paint Wallpaper Stores

5251 Hardware Stores

5261 Lawn and Garden Supply Stores

X 5271 Mobile Home Dealers

5299 Warehouse Club Gas

5300 Wholesale Clubs

5309 Duty Free Stores

5310 Discount Stores

5311 Department Stores

5331 Variety Stores

5399 Miscellaneous General Merchandise

5411 Grocery Stores Supermarkets

X 5422 Freezer Locker Meat Provisioners

X 5441 Candy Nut Confectionery Stores

X 5451 Dairy Products Stores
MCC Template

5462 Bakeries

5499 Miscellaneous Food Stores

Automobiles and Vehicles

5511 Automobile and Truck Dealers

5521 Automobile and Truck Dealers (Used Only) Sales

5531 Auto Store Home Supply Stores

5532 Automotive Tire Stores

5533 Automotive Parts Accessories Stores

5541 Service Stations (with or without Ancillary Services)

5542 Fuel Dispenser Automated

X 5551 Boat Dealers

X 5561 Camper Dealers Recreational and Utility Trailers

X 5571 Motorcycle Shops and Dealers

X 5592 Motor Home Dealers

X 5598 Snowmobile Dealers
MCC Template

5599 Miscellaneous Automotive Aircraft and Farm Equip

Clothing Services

5611 Men's and Boy's Clothing and Furnishings Store

5621 Women's Ready to Wear Stores

5631 Women's Accessory and Specialty Stores

X 5641 Children's and Infants' Wear Stores

5651 Family Clothing Stores

5655 Sports Apparel Riding Apparel Stores

5661 Shoe Stores

X 5681 Furriers and Fur Shops

5691 Men's and Women's Clothing Stores

X 5697 Alterations Mending Seamstresses Tailors

X 5698 Wig and Toupee Shops

5699 Accessory and Apparel Stores Miscellaneous

Miscellaneous Store
MCC Template

5712 Equipment Furniture and Home Furnishings Stores

5713 Floor Covering Stores

5714 Drapery Upholstery and Window Coverings Stores

5718 Fireplace Fireplace Screens Accessories Stores

5719 Miscellaneous House Furnishing Specialty Shops

5722 Household Appliance Stores

5732 Electronics Sales

5733 Music Stores

5734 Computer Software Stores

5735 Record Shops

5811 Caterers

5812 Eating Places Restaurants

5813 Bars Cocktail Lounges Discotheques etc.

5814 Quick Payment Service Fast-Food Restaurants

5912 Drug Stores Pharmacies
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5921</td>
<td>Package Stores Beer Wine Liquor</td>
</tr>
<tr>
<td>5931</td>
<td>Second Hand Stores Used Merchandise Stores</td>
</tr>
<tr>
<td>5932</td>
<td>Antique Shops - Sales Repairs and Restoration</td>
</tr>
<tr>
<td>5933</td>
<td>Pawn Shops</td>
</tr>
<tr>
<td>5935</td>
<td>Wrecking Yards</td>
</tr>
<tr>
<td>5937</td>
<td>Antique Reproduction Stores</td>
</tr>
<tr>
<td>5940</td>
<td>Bicycle Shops Sales and Service</td>
</tr>
<tr>
<td>5941</td>
<td>Sporting Goods Stores</td>
</tr>
<tr>
<td>5942</td>
<td>Book Stores</td>
</tr>
<tr>
<td>5943</td>
<td>Office School Supply and Stationery Stores</td>
</tr>
<tr>
<td>5944</td>
<td>Clock Jewelry Watch and Silverware Store</td>
</tr>
<tr>
<td>5945</td>
<td>Game Toy and Hobby Shops</td>
</tr>
<tr>
<td>5946</td>
<td>Camera and Photographic Supply Stores</td>
</tr>
<tr>
<td>5947</td>
<td>Card Gift Novelty and Souvenir Shops</td>
</tr>
<tr>
<td>5948</td>
<td>Leather Goods and Luggage Stores</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
</tr>
<tr>
<td>------</td>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td>5949</td>
<td>Fabric Needlework Piece Goods and Sewing Stres</td>
</tr>
<tr>
<td>5950</td>
<td>Crystal and Glassware Stores</td>
</tr>
<tr>
<td>5960</td>
<td>Direct Marketing - Insurance Services</td>
</tr>
<tr>
<td>5961</td>
<td>Mail Orders</td>
</tr>
<tr>
<td>5962</td>
<td>Telemarketing - Travel - Related Arrangement Servi</td>
</tr>
<tr>
<td>5963</td>
<td>Door-to-door Sales</td>
</tr>
<tr>
<td>5964</td>
<td>Direct Marketing - Catalog Merchants</td>
</tr>
<tr>
<td>5965</td>
<td>Direct Marketing - Combination Catalog and Retail</td>
</tr>
<tr>
<td>5966</td>
<td>Telemarketing Merchants - Outbound Telemarketing</td>
</tr>
<tr>
<td>5967</td>
<td>Direct Marketing - Inbound Teleservices Merchants</td>
</tr>
<tr>
<td>5968</td>
<td>Direct Marketing Continuity/Subscription Merchants</td>
</tr>
<tr>
<td>5969</td>
<td>Direct Marketing - Other Direct Marketers (Not Els)</td>
</tr>
<tr>
<td>5970</td>
<td>Artist Supply Stores Craft Shops</td>
</tr>
<tr>
<td>5971</td>
<td>Art Dealers and Galleries</td>
</tr>
<tr>
<td>5972</td>
<td>Stamp and Coin Stores Philatelic and Numismatic</td>
</tr>
</tbody>
</table>
MCC Template

X 5973 Religious Goods Stores
5974 Rubber Stamp Stores

X 5975 Hearing Aids Sales Service Supply Stores

X 5976 Orthopedic Goods Artificial Limb Stores

X 5977 Cosmetic Stores
5978 Typewriter Stores Rentals Sales Service

X 5983 Fuel Dealers Coal Fuel Oil Liquefied Petroleum

X 5992 Florists

X 5993 Cigar Stores and Stands

X 5994 News Dealers and Newsstands

X 5995 Pet Shops Pet Food and Supplies

X 5996 Swimming Pools Sales and Supplies

X 5997 Electric Razor Stores Sales and Service

X 5998 Tent and Awning Shops

5999 Miscellaneous and Specialty Retail Stores
MCC Template

Service Provider

X 6010 Financial Institutions Manual Cash Disbursements
X 6011 Financial Institutions Automated Cash
X 6012 Financial Institutions Merchandise and Services
X 6050 Quasi Cash - Member Financial Institution
6051 Non Financial Institutions
X 6211 Securities Brokers/Dealers
X 6300 Insurance Sales Underwriting and Premiums
X 6381 Insurance Premiums
X 6399 Insurance Carriers Not Elsewhere Classified
X 6513 Real Estate Agents and Managers
X 6529 Remote Stored Value Load Member Financial Institution
X 6530 Remote Stored Value Load Merchant
X 6531 Payment Service Provider
X 6532 Payment Transaction--Member Financial Institution
MCC Template

6533 Payment Transaction--Merchant

X  6534 Quasi Cash - Member Financial Institution

6535 Value Purchase Financial Institution

X  6536 MasterCard MoneySend Intracountry

X  6537 MasterCard MoneySend Intercountry

X  6538 MasterCard MoneySend Funding

6760 Savings Bonds

Hotels

7011 Lodging Hotels Motels Resorts

Service Provider

X  7012 Timeshares

7032 Recreational and Sporting Camps

X  7033 Campgrounds and Trailer Parks

Personal Service Provider

X  7210 Cleaning Garment and Laundry Services
### MCC Template

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>X 7211</td>
<td>Laundry Services Family and Commercia</td>
</tr>
<tr>
<td>X 7216</td>
<td>Dry Cleaners</td>
</tr>
<tr>
<td>X 7217</td>
<td>Carpet and Upholstery Cleaning</td>
</tr>
<tr>
<td>X 7221</td>
<td>Photographic Studios</td>
</tr>
<tr>
<td>X 7230</td>
<td>Barber and Beauty Shops</td>
</tr>
<tr>
<td>X 7251</td>
<td>Hat Cleaning Shops Shoe Repair Shoe Parlors</td>
</tr>
<tr>
<td>X 7261</td>
<td>Funeral Service and Crematories</td>
</tr>
<tr>
<td>X 7273</td>
<td>Dating and Escort Services</td>
</tr>
<tr>
<td>X 7276</td>
<td>Tax Preparation Service</td>
</tr>
<tr>
<td>X 7277</td>
<td>Debt Marriage Personal Counseling Service</td>
</tr>
<tr>
<td>X 7278</td>
<td>Buying/Shopping Clubs Services</td>
</tr>
<tr>
<td>X 7295</td>
<td>Babysitting Services</td>
</tr>
<tr>
<td>X 7296</td>
<td>Clothing Rental - Costumes Uniforms and Formal W</td>
</tr>
<tr>
<td>X 7297</td>
<td>Massage Parlors</td>
</tr>
<tr>
<td>X 7298</td>
<td>Health and Beauty Spas</td>
</tr>
</tbody>
</table>
MCC Template

X 7299 Other Services (Not Elsewhere Classified)

Business Service

7311 Advertising Services

X 7321 Consumer Credit Reporting Agencies

X 7322 Debt Collections Agencies

X 7332 Blueprinting and Photocopying Services

X 7333 Commercial Art Graphics Photography

7338 Quick Copy Reproduction and Blueprinting Service

X 7339 Stenographic and Secretarial Support Services

X 7341 Window Cleaning Services

7342 Exterminating and Disinfecting Services

7349 Cleaning and Maintenance Janitorial Services

7361 Employment Agencies Temporary Help Services

X 7372 Computer Programming Data Processing

X 7375 Information Retrieval Services
| X | 7379 | Computer Maintenance Repair and Services |
| X | 7392 | Consulting Management and Public Relations |
| X | 7393 | Detective Agencies Protective Agencies |
|    | 7394 | Equipment Rental Leasing Furniture Tool Rental |
| X | 7395 | Photo Developing Photofinishing Laboratories |
|    | 7399 | Business Services Not Elsewhere Classified |
| X | 7511 | Truck Stop Transactions |
|    |      | Automobile Rental |
|    | 7512 | Automobile Rental Agency |
|    | 7513 | Truck and Utility Trailer Rental |
| X | 7519 | Motor Home and Recreational Vehicle Rental |
|    |      | Automobiles and Vehicles |
|    | 7523 | Automobile Parking Lots and Garages |
|    | 7524 | Express Payment Service Merchants Parking Lots and Garage |
|    | 7531 | Automotive Body Repair Shops |
MCC Template

7534 Tire Retreading and Repair Shops

7535 Automotive Paint Shops

7538 Automotive Service Shops

7542 Car Washes

7549 Towing Services

Repair Service

7622 Electronic Repair Shops

7623 Air Conditioning and Refrigeration Repair Shops

7629 Appliance Repair Shops Electrical and Small

7631 Clock Jewelry and Watch Repair Shops

7641 Furniture Reupholstery and Repair Refinishing

7692 Welding Repair

7699 Miscellaneous Repair Shops and Related Services

Amusement/Entertainment

7829 Motion Picture and Video Tape Production
MCC Template

<table>
<thead>
<tr>
<th></th>
<th>Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>7832 Motion Picture Theaters</td>
</tr>
<tr>
<td>X</td>
<td>7841 Video Tape Rental Stores</td>
</tr>
<tr>
<td>X</td>
<td>7911 Dance Halls Schools and Studios</td>
</tr>
<tr>
<td>X</td>
<td>7922 Theatrical Producers Ticket Agencies</td>
</tr>
<tr>
<td>X</td>
<td>7929 Bands Orchestras and Miscellaneous Entertainers</td>
</tr>
<tr>
<td>X</td>
<td>7932 Billiard and Pool Establishments</td>
</tr>
<tr>
<td>X</td>
<td>7933 Bowling Alleys</td>
</tr>
<tr>
<td>X</td>
<td>7941 Athletic Fields Commercial Sports etc.</td>
</tr>
<tr>
<td>X</td>
<td>7991 Tourist Attractions and Exhibits</td>
</tr>
<tr>
<td>X</td>
<td>7992 Golf Courses Public</td>
</tr>
<tr>
<td>X</td>
<td>7993 Video Amusement Game Supplies</td>
</tr>
<tr>
<td>X</td>
<td>7994 Video Game Arcades/Establishments</td>
</tr>
<tr>
<td>X</td>
<td>7995 Betting</td>
</tr>
<tr>
<td>X</td>
<td>7996 Amusement Parks Carnivals etc.</td>
</tr>
<tr>
<td></td>
<td>7997 Clubs Country Clubs Membership etc.</td>
</tr>
</tbody>
</table>
MCC Template

X  7998  Aquariums Dolphinariums and Seaquariums
X  7999  Recreation Services (Not Elsewhere Classified)

Professional Service/Membership Organization

X  8011  Doctors (Not Elsewhere Classified)
X  8021  Dentists Orthodontists
X  8031  Osteopathic Physicians
X  8041  Chiropractors
X  8042  Optometrists Ophthalmologists
X  8043  Opticians Optical Goods and Eyeglasses
X  8044  Optical Goods and Eyeglasses
X  8049  Chiropodists Podiatrists
X  8050  Nursing and Personal Care Facilities
X  8062  Hospitals
X  8071  Dental and Medical Laboratories
X  8099  Health Practitioners Medical Services
MCC Template

X 8111 Attorneys Legal Services

X 8211 Schools Elementary and Secondary

X 8220 Colleges Universities Professional Schools

X 8241 Schools Correspondence

X 8244 Schools Business and Secretarial

8249 Schools Trade and Vocational

8299 Schools and Educational Services

X 8351 Child Care Services

8398 Organizations Charitable and Social Service

X 8641 Associations Civic Social and Fraternal

X 8651 Organizations Political

X 8661 Organizations Religious

X 8675 Associations Automobile

8699 Organizations Membership

8734 Testing Laboratories (Non-Medical)
MCC Template

8911  Architectural Engineering and Surveying Service

8931  Accounting Auditing and Bookkeeping Services

8999  Professional Services Not Elsewhere Classified

Government Service

9211  Court Costs including Alimony and Child Support

9222  Fines

9223  Bail and Bond Payments

9311  Tax Payments

9399  Government Services Not Elsewhere Classified

9401  Food Stamps

9402  Postage Stamps - Government Only

9405  Intra Government Purchases Government Only

United Kingdom

X  9751  U.K. Supermarkets Electronic Hot File

X  9752  U.K. Petrol Stations Electronic Hot File
MCC Template

X 9754 Gambling Horse Racing Dog Racing State Lotteries
Appendix D

Independent Cost Estimate Form
INDEPENDENT COST ESTIMATE FORM

This independent cost estimate is being conducted as required by 24 CFR 85.36(f)(1) and pursuant to Chapter 3-15(A) (pages 3-10 through 3-11) of HUD Procurement Handbook 7460.8 REV-1.

DEFINITION:

An independent cost estimate is a written in-house estimate, based on previous history or current market conditions, of how much the Housing Authority expects the item(s)/service(s) to cost.

JUSTIFICATION:

The basis for this independent cost estimate is (documentation may be attached if necessary):

___ Examined the price paid in the most recent contract(s) and factored in inflation or change in market conditions;

___ Detailed cost estimate previously received from potential supplier(s)/contractor(s);

___ Published catalog or price list

___ Other (explain):

Explanation of Costs:

<table>
<thead>
<tr>
<th>Proposed Capital Outlay</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total

COMPLETED BY:

__________________________________________
Signature   Date

Rev. June 2015
Appendix E

Justification of Award for Small Purchases
Southern Nevada Regional Housing Authority
Procurement Procedures

Today's Date: ________________________

To: ________________________________
From: ____________________________
Re: Background

REQUISITIONS

Awarded Vendor Name: ____________________________
SNRHA Vendor No. ____________________________

Date Requisition Received: ____________________________
AMP# ____________________________
Requisition # ____________________________

Scope of Work Yes [ ] No [ ]
Ample Funding Yes [ ] No [ ]

Method of Procurement – Check One If Applicable

Type RFQ [ ] RFP [ ] IFB [ ] QBS [ ] PO [ ] BPO [ ] Contract [ ]

SOLICITATION PACKAGE

Micro-purchase less than $2,000 Yes [ ] No [ ]
Requisition Estimate ____________________________

RFQ Issued Yes [ ] No [ ]
RFQ# ____________________________
Date issued ____________________________

Quotes Taken Yes [ ] No [ ]
Verbal [ ] Email [ ] Fax [ ] Catalog Published Price List [ ]

Verbal Quotes Obtained

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Amount Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Evaluation by Requestor Yes [ ] No [ ]
Evaluation Date ____________________________

Price Evaluation (Abstract Analysis) Yes [ ] No [ ]
Section 3 Requirements Yes [ ] No [ ]
Newspaper Advertisement Sole Sourced Yes [ ] No [ ]

AWARD PACKAGE

Male Owned [ ]
Woman Owned [ ]
Asian/Pacific [ ]
African American [ ]
SEC 3/RBE - Enter Certif. # ____________________________
Public Held Corporation [ ]
Caucasian American [ ]
Hasidic Jew [ ]
Veteran [ ] Disabled [ ]
MBE - Enter Certif. # ____________________________
Government Agency [ ]
Native American [ ]
Asian/Indian [ ]
SNRHA Resident [ ]
Other [ ]
WBE - Enter Certif. # ____________________________
DBE Enter Certif. # ____________________________

Business License Compliant Yes [ ] No [ ]
EPLS Search Yes [ ] No [ ]
HUD Limited Denials of Participation Search Yes [ ] No [ ]
NV Secretary of State Registration Search Yes [ ] No [ ]
NV State Contractors Board License Verification Yes [ ] No [ ]

I recommend to award to ____________________________ under SNRHA document # ____________________________ on this ______________ day of ______________ in the amount of ____________________________.
I certify that this is true and accurate to the best of my knowledge.

______________________________
Buyer's Signature

Rev. June 2015
Appendix F

Entering Purchase Requisitions
ENTERING PURCHASE REQUISITIONS

Southern Nevada Regional Housing Authority – June 2011

From your menu, complete the following steps (please note the navigation in your Roles/Menu below):

Purchasing > Purchase Requisition > Add Purchase Requisition

The following screen will now appear:

VENDOR – DO NOT ENTER ANY INFO (Note: If a vendor is entered, it will restrict the vendor to this number only on the Purchase Order. Procurement will enter all vendor codes.)

EXPENSE TYPE – From the dropdown, select the commodity category or select the dollar amount range for non-inventory requisitions. Do not leave blank.

REQUIRED DATE – Enter the date you need the items being requested.

NOTE – Type pertinent information regarding the request for the Procurement Department.
In the grid area, enter the following:

QTY ORD - Enter the quantity for the item being entered.

MEASURE - Enter the correct choice related to the quantity entered.

PROPERTY – Enter the correct Yardi Property Code. Click on the button if you need to search for the code.

INVENTORY LOCATION – Enter the warehouse location for the corresponding property entered. Click on the button to see the choices.

ITEM TYPE – This is the part number for items maintained in inventory. If you already know the number, you may type it in; otherwise, click the button to search for the proper item type code.

DESCRIPTION – If you are entering inventory item types, skip this field; it will insert the description when the requisition is saved. If you are entering other information on this requisition, type a short description. Caution: What is typed here will be imported into the Purchase Order and it cannot be edited. Suggest keeping in generic and using the notes field for any information that may change on the final P.O.)

PRICE – Enter the amount for the item being entered. If you are entering an inventory item type a price will be inserted when saved.

TOTAL COST – This is a calculated amount based on quantity and price.
IN THE GRID, SCROLL TO THE RIGHT FOR REMAINING FIELDS:

PAY ACCT – Enter the appropriate General Ledger account. Click on the button to search for the account if necessary. If entering inventory items, field will populate when you save the requisition. (NOTE: The Finance Department is the source of information for this field.)

JOB, CATEG, C – Enter the appropriate job, category and cost codes. Click on the button to search for the proper code if necessary. (NOTE: The Finance Department is the source of information for this field.)

CONTRACT – Enter the contract code for which the items will be procured. It is important to get the proper contract code in this field before the first approval. It cannot be changed later. (NOTE: The Procurement Department will provide the information for this field.)
SAVE the requisition after you have entered the appropriate information.

A Purchase Requisition number will appear at the top, an approval box will now display and the user names/dates will appear at the bottom. (CAUTION: If an approval box does not display, check if expense type is blank. If not, then verify property. If those fields are correct, then contact the Procurement Department. The approval setup needs to be verified for the information you are entering.)

Review information on the requisition for accuracy. Make any necessary changed and SAVE again.

Refer to department procedures regarding on how to keep items separated or mixed on requisitions or whether to mix properties also. You can continue to enter as many items as necessary.

To create additional lines, click save after the last line item. Additional lines will be created and repeat the process.

Properties can also be mixed on the requisition, however, the approval will only be based on the property entered on first line item.
REPORTS – There are currently two reports available.

Please note the report path for your menu here:

Purchase Order Directory - Enter appropriate info in the report filter

<table>
<thead>
<tr>
<th>PR No.</th>
<th>Vendor</th>
<th>Expense Type</th>
<th>Date Entered</th>
<th>Date Required</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td></td>
<td>2,000 Under</td>
<td>06/4/11</td>
<td>07/21/11</td>
<td>Testing 2,000 Under Category</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>2,001 to 99,999</td>
<td>06/14/11</td>
<td>06/30/11</td>
<td>Test 15,000</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>2,001 to 99,999</td>
<td>06/14/11</td>
<td>06/30/11</td>
<td>Test 50,000</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>Appliance New</td>
<td>06/2/4/11</td>
<td>07/23/11</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>Appliance New</td>
<td>06/15/11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>Structural</td>
<td>06/16/11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td>HVAC</td>
<td>05/15/11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td>2,001 to 99,999</td>
<td>06/15/11</td>
<td></td>
<td>Test Unapprove</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>Appliance New</td>
<td>05/16/11</td>
<td>07/15/11</td>
<td>Refrigerators for Warehouse</td>
</tr>
</tbody>
</table>
## Purchase Order Summary - Enter appropriate info in the report filter

![Image of Purchase Requisition Summary]

### Purchase Requisition Summary

<table>
<thead>
<tr>
<th>Req No.</th>
<th>Vendor</th>
<th>Expense Type</th>
<th>Date Entered</th>
<th>Date Required</th>
<th>PO No.</th>
<th>Prop - Unit</th>
<th>Quantity</th>
<th>Item Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td></td>
<td>2,000 Under</td>
<td>06/14/11</td>
<td>07/31/11</td>
<td>5,753</td>
<td>phamp302</td>
<td>1.00</td>
<td>Test One under 2,000</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>2,001 to 99,999</td>
<td>06/14/11</td>
<td>06/30/11</td>
<td>5,754</td>
<td>phamp302</td>
<td>1.00</td>
<td>Test 15,000</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>2,001 to 99,999</td>
<td>06/14/11</td>
<td>06/30/11</td>
<td>5,755</td>
<td>phamp302</td>
<td>1.00</td>
<td>Test 50,000</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>Appliances New</td>
<td>06/15/11</td>
<td></td>
<td>5,756</td>
<td>phamp302</td>
<td>15.00</td>
<td>Refrigerator, 12CF, Max HT 60&quot;, WHITE</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>Structural</td>
<td>06/15/11</td>
<td></td>
<td>5,756</td>
<td>phamp302</td>
<td>5.00</td>
<td>STOVE, ELECTRIC 20, WHITE, FRONT CONTROL</td>
</tr>
<tr>
<td>8</td>
<td></td>
<td>HVAC</td>
<td>06/15/11</td>
<td></td>
<td>5,756</td>
<td>phamp302</td>
<td>2.00</td>
<td>COMPRESSOR, HVAC, 1-1/2 T, 1-PH.</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>Appliances New</td>
<td>05/16/11</td>
<td>07/15/11</td>
<td></td>
<td>phamp302</td>
<td>1.00</td>
<td>Test Amount</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>phamp302</td>
<td>2.00</td>
<td>Refrigerator, 14CF, WHITE, TOP</td>
</tr>
</tbody>
</table>
Viewing requisitions on your screen:

Click on REVIEW PURCHASE REQ from your menu. Enter FILTER INFO
MEMOS – If additional space is needed to add information to the requisition, in addition to the notes field, MEMOS may be created. Click on the MEMO link top right corner.

MEMO SCREEN LOOKS LIKE THIS:
Purchase Requisition Approval Process

PURCHASE REQUISITION APPROVAL PROCESS

Southern Nevada Regional Housing Authority – June 2011

From your menu, complete the following steps (please note the navigation in your Roles/Menu below):

Purchasing > Purchase Requisition > Review Purchase Requisition

The following screen will now appear -- Enter information in the filter as noted below:
When you enter information in "NEED APPROVAL BY", the requisitions awaiting approval by this person will appear. Then click on the information in the search window on the left side to navigate and display the requisition selected.

THE FIRST APPROVAL LEVEL – IT IS VERY IMPORTANT that all information is reviewed by this level and any necessary changes are made BEFORE APPROVAL. Information in the
grid area cannot be changed after this first approval level – financial and contractual most critical.

After reviewing the requisition information, select APPROVED or DENIED in the approval drop down window and click SAVE.

The next approval level will be initiated. Repeat the above steps for all of the applicable levels.

Alternate Approver – This applies to an approver at the dollar amount level in the same track on the setup. For each approval level an alternate approver has been identified when possible, so the absence of the approver will not delay the requisition approval process. Note: You will be able to view all approvers in the approval window until the level is approved.

You will be able to search in the “review purchase requisition filter” based on an alternate approver’s name. If the person logged on is the alternate approver, the check box for Alternate/Higher approver will display.

To approve the requisition, the alternate approver will check the box and click save.
The alternate approve cannot deny. The dropdown box is not available. Any denials must be completed by the approver upon their return.

Higher Approver – Only applies when dollar amount changes in the same track. This method is setup between the Deputy Executive Director and Executive Director. The steps are similar to the alternate approver.

Please note the higher approver doesn’t not display in the approval window. The higher approver also cannot review/locate requisition based on their user name entered in “need approval by”. The higher approver needs to search based on the name that they are designated as high approver for.
After approved, the higher approvers name appears in the box and the approval box is complete.

The higher approver cannot override levels prior to them. The high approver only applies within their respective track.

NOTES – The note information can be updated/saved throughout the approval process. Memos can also be added and updated. Refer to the documentation for Entering Requisitions. The information entered in notes and memos will be on the requisition records only. It will not transfer over to the Purchase Order.
APPENDIX G

Contracts, Purchase Orders and Invoice Processing provided by IT
Contracts, Purchase Orders and Invoice Processing

09/10/2013
## Table of Contents

- Contracts Screen - Lookup ................................................................. 3
- Requisitions Coding ................................................................. 12
- Waiting for Approved PO ......................................................... 13
- Invoice Processing ................................................................. 15
- Approvals Dashboard ............................................................. 26
- Receiving Purchase Orders ..................................................... 27
- From the Home Page click on Management Reports
- From the Management Reports Screen
- Click on Procurement
- Click on Contracts Dashboard
From the Main Screen you can filter out contract in the following ways:
- **Property Filter**: Search for all Contracts that you have an active PO against
- **Job Filter**: Filter the Property search by JOB (Operating Year/Grant)
- **Purchase Orders**: Display all open Purchase orders against contracts for the Property
In this example we will look at all contracts for piamp301 Job/Property opfund2013
You can see there are 23 contracts used for Phamp301
In this example we will look at Contract c12116 Rapid Class (Glass Replacement)

- Contract = Contract Number
- ContractDesc = Contact Description
- Notes = Contracts Notes
- ContractStat = Contract Status
- Vendor = Vendor
- VendorName = Vendor Name
- SchedDate = (Not Used)
CFY Budget = Contract amount for the current fiscal year for the agency
CFY PO Encumbered = Total amount of all Purchase Orders for the current Fiscal Year
CFY PO Balance = Amount remaining on Purchase Orders for the current Fiscal Year
CFY Invoiced = Total Invoices paid against the Purchase Orders/Contract for the current Fiscal Year
CFY Contract Balance = CFY Budget – CFY PO Encumbered
***Note these numbers are for the whole agency****
To view your Purchase Orders and their balances click on CFY PO Balance
Southern Nevada Regional Housing Authority
Contract Processing

Contracts Screen

- All Purchase Orders with balances for this contract will be listed
- You can see there is one PO number 7969 for this contract
- The Purchase Order amount is for 750.00
- The Purchase Order has been received for 500.00
- The Purchase Order Balance is $250.00
- The Balance of the PO is PO Amt ($750.00) – Received Amount ($500.00)
- Total Invoices against the PO is $500.00
- You may click on the Invoiced Amount to view the payments
• Above you will see all payments against the Purchase Order including the check number.
For 2014 use do not use (amp) property use the site name when inputting requests unless you are in the following amps
- 309
- 312
- 303  Budget are not broken down by site in these amps
- Make sure you enter the amp in the (C) field
- Make sure you enter the Contract Number
- You must have an purchase order to procure services for SNRHA.
- Requisition has been fully approved and assigned to a buyer.
- This does not mean you have an approved Purchase Order.
- When the Purchase Order has been created you can see the PO number on the requisition screen
- Only then may you proceed with using the Purchase Order
- Procurement will also send an confirmation email.
Invoice Tracking

Invoices Received in Accounts Payable

Invoices are scanned

Tracking System
Accounts Payable create Invoice

Tracking System
Scanned Invoice is attached to Invoice record in system

Tracking System
Invoice is assigned to appropriate department/Amp approver

Tracking System/Yardi
Approver reviews invoice on worklist and receives invoice amount in Yardi

Tracking System
Approval selects PO
Enters Approval Amount
Approves or Rejects the Invoice

Tracking System
Accounts Payable Pays Invoice

- Invoice Approval business process
To view invoices awaiting your approval
From the management reports screen click on Accounts Payable
Click on Mgt Invoice Approval
- Invoice awaiting your approval will be here
- Click on Scan to view the invoice
- Click on Open to view the Invoice
- The Invoice will display
- Receive the invoice in the Yardi System
- Click on the pencil to approve or deny the invoice
- You can Deny the invoice and enter the reason in Notes
- To approve enter the amount to Pay
- Enter any notes needed
- Enter the Purchase Order from the list
- Select Approve
- Update Record
- After you approve the invoice it will be removed from your list
- If AP has an issue with the payment they will place it back on your list with the appropriate notes
- There is also an aging report under the Accounts Payable menu
- Click on Approval Dashboard
- Approvals Dashboard with aging.
- Verify that you have the correct Purchase Order
- Click on Receive
- The Receive Selected Po’s screen will pop up
- Enter the Purchase Order Number
- Click on Submit
- If you can receive on this PO it will show up below the submit button
- Under Quantity Received you will see the balance of the PO
In the Quantity Received box enter the amount of the invoice
In the Date Received Box enter the invoice date
Click on the Receive Check Box
Click on the Receive Button
The above summary screen will confirm your entry
Southern Nevada Regional Housing Authority  
Contract Processing  

Receiving in Yardi

- The above summary screen will confirm your entry
- If you click submit again you can see that the Purchase order has been reduced by 500.00 with a balance of 4,500.
Checklist for Non-Construction Contract File

TAB 1: CONTRACT

In File Initial

Requisition w/Approvals

Solicitation: ________________________________

Scope of Work

ICE- Independent Cost Estimate

**Required Documents/Attachments for Non-Construction Contacts**

- HUD Forms 5369-B Instructions to Offerors – Non Construction
- Additional Rights and Clauses
- HUD Form 5369-C Representations, Certifications, and Other Statements
- HUD Form 5370-C Sect I General Conditions – Non Construction
- HUD Form 5370-C Sect II General Conditions – Non Construction
- Section 3 Business Preference/Certification
- Section 3

Advertisement: 14 Days

<table>
<thead>
<tr>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

Proposal Evaluation/ BID Comparison & Recommendation

Pre-Proposal (Bid) Meeting minutes

Solicitation Addendums issued

TAB 2: CORRESPONDENCE

Contact Tracking Form

Memo to File – Summarized for BOC Meetings

Award / No Award Letters

TAB 3: INSURANCES / LICENSES CONTRACTORS/SUBCONTRACTOR

Insurance / License Certificates

- General Liability Insurance Certificate Exp. Date: ____________
- Professional Liability Insurance Certificate Exp. Date: ____________
- Automobile Liability Insurance Certificate Exp. Date: ____________
- Worker’s Compensation Insurance Certificate Exp. Date: ____________

Business License: City__________, State_______ Exp. Date ____________

Incorporation/LLP: State________________

Joint Venture Partnership Agreement
Checklist for Non-Construction Contract File

TAB 4  Award Docs

BOC Memo documenting procurement and recommendation  
Verifications (see Tab 5)

TAB 5: VERIFICATIONS

SAM.gov  
HUD LDP–Limited Denial of Participation  
Business License/Certificates  
Section 3 Compliance

TAB 6: CONTRACT

Pre Contract meeting minutes

Contract Document

Contract Amount: $___________

Change Orders No______________

Administrative Assistant (Temporary)  
Date

Wanda Beckett / Contracts Administrator  
Date

Comments / Notes:
Checklist for Non-Construction Contract File
# Checklist for Non-Construction Contract File

## TAB 1: CONTRACT

<table>
<thead>
<tr>
<th>In File</th>
<th>Initial</th>
<th>Requisition w/Approvals</th>
</tr>
</thead>
</table>

**Solicitation:**

Scope of Work
ICE- Independent Cost Estimate

### Required Documents/Attachments for Non-Construction Contacts

- HUD Forms 5369-B Instructions to Offerors – Non Construction
- Additional Rights and Clauses
- HUD Form 5369-C Representations, Certifications, and Other Statements
- HUD Form 5370-C Sect I General Conditions – Non Construction
- HUD Form 5370-C Sect II General Conditions – Non Construction
- Section 3 Business Preference /Certification

### Advertisement: 14 Days
- Dates
- Dates
- Dates
- Dates

- Proposal Evaluation/ BID Comparison & Recommendation
- Pre-Proposal (Bid) Meeting minutes
- Solicitation Addendums issued

## TAB 2: CORRESPONDENCE

- Contact Tracking Form
- Memo to File – Summarized for BOC Meetings
- Award /No Award Letters

## TAB 3: INSURANCES / LICENSES CONTRACTORS/SUBCONTRACTOR

<table>
<thead>
<tr>
<th>In File</th>
<th>Initial</th>
<th>Insurance / License Certificates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>a. General Liability Insurance Certificate Exp. Date:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b. Professional Liability Insurance Certificate Exp. Date:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c. Automobile Liability Insurance Certificate Exp. Date:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>d. Worker's Compensation Insurance Certificate Exp. Date:</td>
</tr>
</tbody>
</table>

**Business License:** City___________, State___________ Exp. Date___________

**Incorporation/LLP:** State____________

**Joint Venture Partnership Agreement**
# Checklist for Non-Construction Contract File

## TAB 4: Award Docs
- **BOC Memo documenting procurement and recommendation**
- **Verifications (see Tab 5)**

## TAB 5: VERIFICATIONS
- **SAM.gov**
- **HUD LDP – Limited Denial of Participation**
- **Business License/Certificates**
- **Section 3 Compliance**

## TAB 6: CONTRACT
- **Pre Contract meeting minutes**
- **Contract Document**
  - **Contract Amount: $________**
  - **Change Orders No________**

Administrative Assistant (Temporary)  
Wanda Beckett / Contracts Administrator

Comments / Notes:
Checklist for Non-Construction Contract File

Checklist for Non-Construction Contract File
REPORTS – There are currently two reports available.

Please note the report path for your menu here:

Purchase Order Directory - Enter appropriate info in the report filter

<table>
<thead>
<tr>
<th>PR No.</th>
<th>Vendor</th>
<th>Expenses Type</th>
<th>Date Entered</th>
<th>Date Required</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td></td>
<td>2,000 Under</td>
<td>06/14/11</td>
<td>07/01/11</td>
<td>Testing 2,000 Under Category</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>2,001 to 99,999</td>
<td>06/14/11</td>
<td>06/30/11</td>
<td>Test 15,000</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>2,001 to 99,999</td>
<td>06/14/11</td>
<td>06/30/11</td>
<td>Test 90,000</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>Appliances New</td>
<td>06/14/11</td>
<td>07/15/11</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>Appliances New</td>
<td>06/15/11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>Structural</td>
<td>06/15/11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td>HVAC</td>
<td>06/15/11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td>2,001 to 99,999</td>
<td>05/15/11</td>
<td></td>
<td>Test Unapproval</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>Appliances New</td>
<td>06/16/11</td>
<td>07/15/11</td>
<td>Refrigerator for Warehouse</td>
</tr>
</tbody>
</table>
### Purchase Order Summary

Enter appropriate info in the report filter.

#### Purchase Requisition Summary

<table>
<thead>
<tr>
<th>Req No.</th>
<th>Vendor</th>
<th>Expense Type</th>
<th>Date Entered</th>
<th>Date Required</th>
<th>PO. No.</th>
<th>Prep - Unit</th>
<th>Quantity Item Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td></td>
<td>2,000 Under</td>
<td>06/14/11</td>
<td>07/01/11</td>
<td>5,753</td>
<td>phamp302</td>
<td>1.00 Test One under 2,000</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>2,001 to 99,999</td>
<td>06/14/11</td>
<td>06/30/11</td>
<td>5,754</td>
<td>phamp302</td>
<td>1.00 Test 15,000</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>2,001 to 99,999</td>
<td>06/14/11</td>
<td>06/30/11</td>
<td>5,755</td>
<td>phamp302</td>
<td>1.00 Test 50,000</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>Appliances New</td>
<td>06/14/11</td>
<td>07/15/11</td>
<td>5,756</td>
<td>phamp302</td>
<td>15.00 REFRIGERATOR, 12CF, MAX HT 60°F, WHITE</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>Appliances New</td>
<td>06/15/11</td>
<td></td>
<td>5,756</td>
<td>phamp313</td>
<td>5.00 STOVE, ELECTRIC 20, WHITE, FRONT CONTROL</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>Structural</td>
<td>06/15/11</td>
<td></td>
<td>5,756</td>
<td>ph205gra</td>
<td>5.00 RANGE HOOD, BROAN ECON 4C 318 SWITCH</td>
</tr>
<tr>
<td>8</td>
<td></td>
<td>HVAC</td>
<td>06/15/11</td>
<td></td>
<td>5,756</td>
<td>ph205gra</td>
<td>2.00 COMPRESSOR, HVAC, 1-1/2 T, 1-PH</td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>phamp302</td>
<td>1.00 Test Amount</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>Appliances New</td>
<td>06/16/11</td>
<td>07/15/11</td>
<td></td>
<td>phamp313</td>
<td>2.00 REFRIGERATOR, 14CF, WHITE, TOP</td>
</tr>
</tbody>
</table>

Note: Currently these reports do not show approval information. Using the filter with "Need Approval by" is the fastest way to view requisitions needing approval.
Viewing requisitions on your screen:

Click on REVIEW PURCHASE REQ from your menu. Enter FILTER INFO
Appendix H

Corrective Action Request (CAR)
**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**  
P.O. Box 1897, Las Vegas, NV 89125-1537  
Phone (702) 922-6800  FAX (702) 922-7050  TDD (702) 387-1898

**CORRECTIVE ACTION REQUEST (CAR)**  
This form is to be completed when staff recommends a change to an SNRHA document, form, or procedure. After completing this form, please forward the Document Control Coordinator(s)

### Section 1: To be completed by the requestor

<table>
<thead>
<tr>
<th>Department</th>
<th>Phone #</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>922-</td>
<td>@snrha.org</td>
</tr>
</tbody>
</table>

Describe the problem or reason for change. Use additional paper if necessary. Attach any relevant records or documents:

What is your suggested solution?

### Section 2: To be completed by the Review Staff

<table>
<thead>
<tr>
<th>Form Document</th>
<th>Procedure</th>
<th>Approved</th>
<th>Denied</th>
<th>Reason for Denial</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

What action taken has been or will be, taken to correct the identified problem or concern?

Effective Date: 

<table>
<thead>
<tr>
<th>Departments Affected by Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admissions Approval Signature:</td>
</tr>
<tr>
<td>Maintenance Approval Signature:</td>
</tr>
<tr>
<td>Affordable Housing Approval Signature:</td>
</tr>
<tr>
<td>Modernization &amp; Development Approval Signature:</td>
</tr>
<tr>
<td>Executive Office Approval Signature:</td>
</tr>
<tr>
<td>Operations Approval Signature:</td>
</tr>
<tr>
<td>Finance Approval Signature:</td>
</tr>
<tr>
<td>Procurement / Contracts Approval Signature:</td>
</tr>
<tr>
<td>Housing Programs Approval Signature:</td>
</tr>
<tr>
<td>Supportive Services Approval Signature:</td>
</tr>
<tr>
<td>HQS Inspections Approval Signature:</td>
</tr>
<tr>
<td>Training Approval Signature:</td>
</tr>
<tr>
<td>Human Resources Approval Signature:</td>
</tr>
<tr>
<td>Warehouse Approval Signature:</td>
</tr>
<tr>
<td>Information Technology Approval Signature:</td>
</tr>
<tr>
<td>Other Approval Signature:</td>
</tr>
</tbody>
</table>

Review Staff Member Name:

Signature / Date:

Department Director Name:

Sign / Date

Deputy Executive Director: Dwayne Alexander

Sign / Date

Executive Director: John Hill

Sign / Date
Appendix I

Construction Weekly Progress Report
Southern Nevada Regional Housing Authority
Construction Weekly Progress Report

Date

SNRHA Contract No.

Name SNRHA Technical Contact

Contractor Name

Contractor Representative Name

Contractor Address

Office Phone No.

Email Address

Cell Phone No.

Fax No.

Description of Project:

Section 3 Issues: _____ Yes _____ No

If yes, please explain below

Performance Issues: _____ Yes _____ No

If yes, please provide a brief explanation and attach supporting documentation.

Change Order: _____ Yes _____ No Change Order#: _____

Please provide an explanation of the change order result and attach supporting documentation.

Meeting Minutes:

SNRHA Technical Representative Signature Date
APPENDIX 2

PROCESSING MODERNIZATION AND DEVELOPMENT DEPT. PROCUREMENTS
Documents Required to Process Requisitions (Create POs) for MOD DEV IFB/RFP/RFQs Completed by Development & Modernization

Procurement Procedure -

Upon Receipt of Approved Requisitions or Advance Coordinated Between Departments, Provide the Following:

Copy of Solicitation

• Amendments

Advertisement or Announcement of Opportunity

• Distribution/E-Mail of Bid Announcements

• E-Mail of Announcement if Applicable/Suppliers sent Solicitations

Bid Conference/Interested Parties

• Interested Parties List/Sign-in Sheet

• Minutes if Applicable

Copy of Bids

• Bid Tabulation Form with Staff/Opening Signature

• Evaluations and Analysis of RFPs if Required

  o Panel Evaluations of Proposal Evaluations (Based on Bid Method)

• (1) Bid Responses

  o Pricing Analysis

Award

• Signed Contract

• Background Checks

• Notice to Proceed

• New Contractors Requirements for Adding to YARDI:

Rev. June 2015
- License
- Insurance
- Disclosure of Ownership Forms
- W-9

Single or Sole Source – Follow Guidelines/Procedures to include Justification for Award

Procurement Dept. revision 06-02-15
Appendix 3

SUMMARY OF HUD REQUIREMENTS
# PROCUREMENT METHODS

The following procurement chart summarizes for Public Housing Authorities the different methods of procurement as defined in the HUD Procurement Handbook 7480.8 Rev 2.

## HUD – Methods Of Procurement

### Comparison Chart

<table>
<thead>
<tr>
<th>Micro Purchases</th>
<th>Sealed Bids</th>
<th>Competitive Proposals</th>
<th>Non-Competitive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to $2,000.00</td>
<td>$2,000 to $100,000</td>
<td>$100,000 and higher</td>
<td>$100,000 and higher</td>
</tr>
</tbody>
</table>

### Obtain Bids
- ** Solicit ONE quote**
  - In Writing
  - Or Verbally
- Solicit REASONABLE number of quotes
  - In Writing
  - Or Verbally
- Specification
- IFB
- Advertise
- Open Publicly
- Scope of Work
- RFP
- Factors
- Relative Importance
- Evaluate
- Advertise
- **ONLY ONE BIDDER**

### Award Contract
- **Single Quote**
- **No Competition**
  - Requires Competition (recommended a minimum of three)
  - Awarded to “Best Value”
  - Requires Competition
  - Always an Apparent Low Bidder
  - Awarded to Lowest Cost
  - Fixed Firm Price Contract
  - Requires Competition
  - Awarded to Most Advantageous (Best Overall Value)
  - Available only from a single source.
  - Public extangency or emergency exists.
  - HUD Approves.
  - Lack of competition

### Prove Cost Reasonableness
- Signature signifies that the cost is reasonable.
- Apparently obvious or price analysis
- **Price Analysis**
  1. Price Analysis (Qualifications & Cost)
  2. Cost Analysis (Qualifications ONLY)

### Independent Cost Analysis
- **Not Required**
  - Required
  - Required
  - Required
  - Required
  - Required

### Bonding Requirements
- **Not Required**
  - Not Required
  - Required for construction Contracts.
  - Not Required
  - Required for construction contracts.

### Wage Rates
- **Not Required**
  - Required for construction & maintenance contracts
  - Required for construction & maintenance contracts
  - Not Required
  - Required for construction contracts over $2,000.

### Required HUD Forms
- **Not Required**
  - General - Table 5.1 Construction HUD 5370-EZ or HUD 5370 Maintenance – Table 5.1 Sect. B-HUD 5370-C
  - Non-Construction HUD-5369-B HUD-5369-C HUD-5370-C
  - Construction HUD-5369 HUD-5369-A HUD-5370
  - See small purchases, sealed bids and competitive proposals.

### Check List of Parties Excluded from Federal Procurement
- **Required**
  - Required
  - Required
  - Required
  - Required

### Check List of Denial of Participation
- **Required**
  - Required
  - Required
  - Required
  - Required

### Documenting Rationale for Award
- **Historical Data**
  - Historical Data or written summary (Finding of Fact)
  - Historical Data or written summary (Finding of Fact)
  - Written Summary (Finding of Fact)
  - Written Summary (Finding of Fact)
APPENDIX 4

Checklist for Non-Construction & Construction Contract File
**Checklist for Non-Construction & Construction Contract File**

**TAB 1: CONTRACT** (from back to forward) or setup solicitation in a separate files

<table>
<thead>
<tr>
<th>In File</th>
<th>Initial</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Requisition w/Approvals</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Solicitation:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Scope of Work</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ICE- Independent Cost Estimate</td>
<td></td>
</tr>
</tbody>
</table>

**Required Documents/Attachments for Non-Construction & Construction Solicitations and Contacts per HUD 7460.8**

<table>
<thead>
<tr>
<th>In File</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>HUD Forms</td>
</tr>
<tr>
<td></td>
<td>Additional Rights and Clauses</td>
</tr>
<tr>
<td></td>
<td>HUD Form</td>
</tr>
<tr>
<td></td>
<td>HUD Form</td>
</tr>
<tr>
<td></td>
<td>HUD Form</td>
</tr>
<tr>
<td></td>
<td>Section 3 Business Preference /Certification</td>
</tr>
<tr>
<td></td>
<td>Mandatory Section 3</td>
</tr>
<tr>
<td></td>
<td>Advertisement: 14 Days</td>
</tr>
<tr>
<td></td>
<td>Dates</td>
</tr>
<tr>
<td></td>
<td>Dates</td>
</tr>
<tr>
<td></td>
<td>Dates</td>
</tr>
<tr>
<td></td>
<td>Dates</td>
</tr>
<tr>
<td></td>
<td>Pre-Proposal (Bid) Meeting minutes</td>
</tr>
<tr>
<td></td>
<td>Solicitation Addendums issued</td>
</tr>
<tr>
<td></td>
<td>Proposal Evaluation/ BID Comparison &amp; Recommendation</td>
</tr>
</tbody>
</table>

**TAB 2: CORRESPONDENCE**

<table>
<thead>
<tr>
<th>In File</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Contact Tracking Form</td>
</tr>
<tr>
<td></td>
<td>Memo tc File – Summarized Procurement Activity</td>
</tr>
<tr>
<td></td>
<td>Award /No Award Letters</td>
</tr>
</tbody>
</table>

**TAB 3: INSURANCES / LICENSES CONTRACTORS/SUBCONTRACTOR**

<table>
<thead>
<tr>
<th>In File</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Insurance / License Certificates</td>
</tr>
<tr>
<td></td>
<td>a. General Liability Insurance Certificate Exp. Date:</td>
</tr>
<tr>
<td></td>
<td>b. Professional Liability Insurance Certificate Exp. Date:</td>
</tr>
<tr>
<td></td>
<td>c. Automobile Liability Insurance Certificate Exp. Date:</td>
</tr>
<tr>
<td></td>
<td>d. Worker’s Compensation Insurance Certificate Exp. Date:</td>
</tr>
<tr>
<td></td>
<td>Business License: City, State, Exp. Date</td>
</tr>
<tr>
<td></td>
<td>Incorporation/LLP: State</td>
</tr>
<tr>
<td></td>
<td>Joint Venture Partnership Agreement</td>
</tr>
<tr>
<td></td>
<td>Certificates, etc.</td>
</tr>
</tbody>
</table>
Checklist for Non-Construction & Construction Contract File

TAB 4  Award Docs
      BOC Memo documenting procurement and recommendation
      Verifications(see Tab 5)

TAB 5: VERIFICATIONS refer to attached list
      SAM. GOV.
      HUD LDP—Limited Denial of Participation
      Business License/Certificates etc
      Section 3 Compliance

TAB 6: CONTRACT
      Pre Contract meeting minutes
      Contract Document
      Contract Amount: $___________
      Change Orders No___________ _________

Procurement Assistant

Date

Buyer Name and Title

Date

Comments / Notes:

Checklist for Non-Construction & Construction Contract File