



**SOUTHERN NEVADA REGIONAL
HOUSING AUTHORITY**

**REQUEST FOR PROPOSALS (RFP)
RFP NO. P23010
FOR
HAZARDOUS MATERIALS PROFESSIONALS
INDEFINITE QUANTITY - REQUIREMENTS CONTRACT
ALL SNRHA DEVELOPMENT AND PROPERTIES**

**Submission Deadline:
November 17, 2022 @ 10:00AM**

**PROCUREMENT & CONTRACTS
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Las Vegas, NV 89101**

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SNRHA's NARRATIVE OF SERVICES

Southern Nevada Regional Housing Authority (SNRHA), an Accredited Management Organization®, was formed in January 2010 through the consolidation of the three housing authorities in the Las Vegas Valley. The consolidated SNRHA is the 32nd largest public housing authority in the country and the 6th largest PHA in HUD Region 9, which encompasses California, Arizona, Nevada and Hawaii and has an annual budget of \$177 million.

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

SNRHA also administers over 12,500 Housing Choice Vouchers (Section 8) that allow families to rent in the private market and receive a subsidy towards their rent. With this assistance, participants are able to pay approximately 30 percent of their annual adjusted income towards their rent, while the SNRHA pays the remainder. The SNRHA helps provide housing to approximately 28,841 participants under this program.

SNRHA owns and manages an additional 1,116 affordable housing units (non-subsidized) which includes two (2) mobile home parks, one (1) senior site, three (3) family sites and 132 scattered site units (single-family homes) including NSP single-family homes located in Clark County, Henderson and City of North Las Vegas. Additionally SNRHA manages sixty (60) NSP single-family homes for the City of Las Vegas. The SNRHA helps provide housing to approximately 2,147 residents under this program.

SNRHA through its preservation efforts recently converted eight (8) properties from Public Housing to Project-Based Vouchers through the Rental Assistance and Demonstration Program (RAD) totaling 845 units, plus 8 HOME units serving a total of 1,157 residents under this program.

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

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

Emerging Small Businesses (ESB), Minority, Women-Owned and Small Business Enterprises are encouraged to participate in this Solicitation Process. For additional information regarding ESB, please contact Jeanette Holguin of the Governor's Office at (702) 486-4700 or 702-486-2630 or at jholguin@diversifynevada.com.



INFORMATION AT A GLANCE

<p>SNRHA CONTACT PERSON(S) Important : Contact with any other SNRHA staff other than the person named within this document is prohibited and will result in your Proposal being rejected. This also applies to any contact with SNRHA's Residents and Board of Commissioners.</p>	<p>Wanda Beckett, Contracts Administrator, 702-477-3145 Email: Procurement@SNRHA.org</p> <p>-Or- Contact Linda Simpson 702-477-3144 TDD: 702-386-0789</p>
<p>HOW TO BID AND OBTAIN THE RFP DOCUMENTS ON THE APPLICABLE INTERNET SITE</p>	<ol style="list-style-type: none"> Nevada Government e-Marketplace (NGEM) https://nevada.ionwave.net/ All Companies submitting a bid must be registered in NGEM to enter their cost proposal. Then comply with the solicitation requirement. Bidders can also download the solicitation document for SNVRHA website https://www.snvrha.org/ click on "Doing Business" for the Procurement page.
<p>PRE-BID MEETING</p>	<p align="center">Pre-Bid Meeting Video Conference will be conducted on <u>October 20, 2022 at 10:00 am</u> All companies attending this meeting must email SNRHA their contact information to confirm their attendance.</p> <p align="center">Microsoft Teams Meeting Join on your computer, mobile app or room device Meeting ID: 273 975 264 611 <u>Passcode: MAkzgy</u> Download Teams Join on the web Or call in (audio only) +1 323-406-1159, Phone Conference ID: 497 117 986# <u>NOTE: The agenda for this Pre-Bid Meeting can be access under Attachments tabs in NGEM.</u></p>
<p>QUESTION SUBMISSION DEADLINE</p>	<p>All questions must be submitted through the Nevada Government e-Marketplace (NGEM) https://nevada.ionwave.net/ by:</p> <p align="center"><u>November 7, 10:00 A.M.</u></p> <p>All responses to questions will be issued in NGEM in the form of an Addendum.</p>
<p>HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL</p>	<p>Two (2) Step Submission Process: Per Section of the RFP document, both the cost proposal and delivery of the hardcopy proposal must submitted by the submission date and time noted below:</p> <ol style="list-style-type: none"> All Cost Proposal are to be entered in NGEM; and Hardcopy proposals must be delivered to SNRHA As stated within Section 5.0 of the RFP document, deliver three (3) copies of your "hard copy" proposal as specified in Section 5 of the RFP document.
<p>PROPOSAL SUBMITAL RETURN & DEADLINE</p>	<p align="center">NOVEMBER 17, 2022, 10:00 A.M.</p> <p>The proposed costs must be entered within the NGEM Internet site; and the "hard copy" proposal must be delivered to SNRHA by the date and time-noted above. No late submissions will be accepted.</p>
<p>ANTICIPATED APPROVAL BY SNRHA BOARD OF COMMISSIONERS</p>	<p>Thursday, December 15, 2022 340 North 11th Street Las Vegas, NV 89101</p>



1.0 SNRHA'S RESERVATION OF RIGHTS AND PROTEST PROCEDURES:

- 1.1 The SNRHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the SNRHA to be in its best interests.
- 1.2 The SNRHA reserves the right not to award a contract pursuant to this RFP or award a contract to more than one Bidder/Bidder/Professional if it deems it is necessary to do so.
- 1.3 The SNRHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful bidder(s).
- 1.4 The SNRHA reserves the right to determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this RFP.
- 1.5 The SNRHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the SNRHA Purchasing Manager (PM).
- 1.6 The SNRHA reserves the right to negotiate the fees proposed by the bidder entity.
- 1.7 The SNRHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.8 The SNRHA shall have no obligation to compensate any bidder for any costs incurred in responding to this RFP.
- 1.9 The SNRHA reserves the right to accept only one Solicitation per company carrying the same Tax Identification Number.
- 1.10 SNRHA reserves the right and requires all Bidder/Bidder/Professionals to comply with the American Disability Act (ADA) on all contracts which are as follows:
 - 1.10.1 Bidder/Professional agrees to comply with the federal statutes relating to non-discrimination. These include, but aren't limited to Section 504 of the Rehabilitation Act of 1973 as amended (29USC section 794) which prohibits discrimination on the basis of handicap and the Americans with Disabilities Act of 1990.
 - 1.10.2 The Bidder/Professional agrees to abide by the requirements of the following as applicable; The Rehabilitation Act of 1973 as amended, the Vietnam Veterans Readjustment Assistance Act of 1974; the Requirements of the ADA of 1990. The Bidder/Professional agrees not to discriminate in its employment practices and will render services under this agreement and any contract entered into as a result of this agreement, without regard to Veteran status or disabilities. Any failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement and any contract entered into as a result of this agreement.

- 1.10.3** The SNRHA reserves the right to reject and not consider any bid of which communication between a Bidder and a member of the SNRHA staff, its Residents or Board of Commissioners (BOC) is violated. Communication regarding this Proposal is prohibited from the time the Proposal is advertised until the Proposal is recommended for award of a contract. Questions pertaining to this Proposal shall be addressed only to the "Designated Contact(s)" as specified on the previous page of this document. Failure to comply with this requirement shall result in the Proposal being considered nonresponsive.
- 1.10.4** The SNRHA shall reserve the right to at any time during the RFP or contract process to Prohibit any further participation by a bidder or reject any proposal submitted that does not conform to any of the requirements detailed herein. **By accessing SNRHA website and downloading and responding to this Solicitation, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet site, and further agrees that he/she will inform the SNRHA PM in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the SNRHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the SNRHA, but not the prospective bidder, of any responsibility pertaining to such issue.**
- 1.11 Protest Procedures:** Any prospective or actual bidder, offeror, or Bidder/Professional in connection with the solicitation of a proposal or award of a contract, shall have the right to protest.
- 1.11.1** To be eligible to file a protest with the Public Housing Authority (PHA) pertaining to an award of contract, including small purchase, competitive proposal, or sealed bid the company or individual filing the protest must have been involved in the bid process in some manner (i.e. registered and received the solicitation documents) when the alleged situation occurred. The SNRHA has no obligation to consider a protest filed by any party that does not meet these criteria.
- 1.11.2** A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the Contracting Officer (CO) or his designate(s) have made a determination on the protest and awards the contracts.
- 1.11.3** Neither the BOC, CO nor its authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the person files the protest pursuant to this section.
- 1.11.4** The CO shall review the written protest and supportive data, within ten (10) days after receipt of the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestant of the right of further administrative review. A copy of this written opinion and decision shall be placed on file.
- 1.11.5** A Protest shall be in writing, and must include the following:



- 1.11.5.1 A bond;
 - 1.11.5.2 The name, address and phone number(s) of the protestor;
 - 1.11.5.3 The solicitation/contract number and project title;
 - 1.11.5.4 A detailed statement of the basis for the protest;
 - 1.11.5.5 Supporting evidence or documents to substantiate any arguments;
 - 1.11.5.6 The form of relief or remedy requested;
 - 1.11.5.7 All protests shall be submitted to the CO or his/her designee;
 - 1.11.5.8 The written protest of an award of contract must be received within ten (10) calendar days after bid result notification of the contract award has been sent to the protestor or the protest will not be considered;
 - 1.11.5.9 All written protest received by the SNRHA must be signed and date/time stamped upon receipt of the written protest;
 - 1.11.5.10 Bond Requirement for Protest;
 - 1.11.5.11 A bond or surety is required to be submitted with the protest documents (noted above);
 - 1.11.5.12 A protest submitted without the bond or security shall not be considered;
- 1.12 Bond/Security:** A bond with good and solvent surety authorized to do business in this State of Nevada, or submit other security, defined as a cashier's check, money order or certified check, endorsed to the SNRHA. The bond or surety must be in an amount equal to 25% of the total value of the bid; and
- 1.12.1 A bond posted or other security must be submitted with the protest. SNRHA shall hold the bond or other security until a determination is made on the protest.
- 1.13 Receipt of Protest:**
- 1.13.1 Upon timely receipt of the protest, the CO or designee shall review the protest and issue a written decision on the matter within a reasonable time. If the protest is denied, the written decision shall be a final decision, unless an appeal hearing is requested;
 - 1.13.2 SNRHA Legal Counsel may be obtained at the approval of the Executive Director (ED)/CO or the designate;
 - 1.13.3 Prior to submitting a response to a protest, the CO must ensure compliance with HUD and other applicable regulations;
 - 1.13.4 If the protest has been generated by a legal firm then SNRHA Counsel at the discretion of the CO and/or ED shall prepare any all subsequent responses; and
 - 1.13.5 If a decision to deny the appeal/protest is unclear SNRHA may consult with legal counsel.

1.14 Response to Protest:

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

1.15 Denials of Protest:

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

1.15.2 Note: When the protest is denied, the SNRHA may make a claim against the bond or other security in an equal amount to the expenses incurred due to the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the company/individual who posted the bond or submitted the security. A request for Appeal Hearing ceases this action until a final determination is made.

1.16 Protest – Appeal Hearing:

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

1.17 Appeal Hearing Procedures:

1.17.1 The request for an appeal hearing must be delivered in writing (signed and date/time stamped) to the CO within five (5) calendar days of receipt of the written opinion and decision. Failure to request an appeal hearing within five (5) calendar days of receipt of the written opinion and decision or comply with the instructions below shall relieve the SNRHA of any responsibility to consider the request. The following procedures must be adhered to:

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

1.17.1.2 After review of the request is submitted, it shall be within the administrative powers of the contracting officer to grant or deny any request for administrative appeal.

1.17.1.3 After a complete review of the alleged aggrieved protestant's written request and supporting data, if the ED decides that the request does not merit further consideration, he/she shall render his/her decision in writing to the alleged aggrieved protestant. A decision rendered under this paragraph shall be made within 10 days after the receipt of the alleged aggrieved protestant's

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

- 1.17.1.4** After a complete review of the protest and findings, if the CO decides that the request merits further consideration, he/she shall forward the protestant's written request, along with a cover letter explaining why it merits further consideration and with a recap of all proposals submitted and a copy of the original written protest, to the SNRHA Legal Counsel for consideration. The SNRHA Legal Counsel shall issue a decision to the protestor, in writing, within 10 days of his/her receipt of such documents.
- 1.17.1.5** Such written decision delivered to the Protester shall exhaust the SNRHA's internal protest and administrative appeal process available.

Important

RESTRICTED COMMUNICATIONS REGARDING THIS RFP:

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

2.0 SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS:

As further detailed herein, the SNRHA is seeking proposals from qualified and licensed entities to provide the SNRHA with hazardous materials consulting services. Proposer is responsible to ensure that all services performed under this contract must conform to the standards and practices governing these services as set forth by any applicable local, state and/or federal codes, laws regulating, agencies.

2.1 The following certification/licensing requirements apply to this RFP:

- 2.1.1 State of Nevada Business License.
- 2.1.2 State of Nevada Licensed Asbestos Building Inspector.
- 2.1.3 State of Nevada Licensed Asbestos Project Monitor.
- 2.1.4 State of Nevada Licensed Asbestos Project Designer.
- 2.1.5 State of Nevada Licensed Asbestos Management Planner.
- 2.1.6 Nevada Certified Environmental Manager (C.E.M.).
- 2.1.7 State of Nevada Certified Industrial Hygienist (CIH)
- 2.1.8 State of Nevada Certified Safety and Health Professional (CSP)
- 2.1.9 EPA AHERA-Accredited
- 2.1.10 EPA/Nevada Certified Lead-Based Paint Inspector/Risk Assessor.
- 2.1.11 EPA/Nevada Certified Lead-Based Paint Consulting Firm.

2.2 Requirements *Contract/Task Order Basis: Whereas the SNRHA does not know at this time the quantity of services required for the successful proposer to perform. (*Sample of Task Orders issued in Attachment F*)

*Also refer to Section 6.0, Pg. 29

- 2.2.1 Therefore, the contract shall be a requirements contract (RC) with work ordered as-needed, and the successful proposer will provide the work pursuant to the proposed cost, negotiated and mutually agreed upon by both parties.
- 2.2.2 SNRHA reserves the right to order any quantity of work pursuant to the contract, which means that there shall be no minimum or maximum amount of work that will be ordered, either on an individual order basis or in total. However, any such work ordered will be in conformance with an SNRHA Board-approved budget, a specific not-to-exceed (NTE) contract amount approved by the SNRHA Board of Commissioners.

2.2.3 Workload Estimate: FY2018-2022 SNRHA has issued approximately one-hundred sixty (160*) **Professional Service -Task Orders** issued between for initial survey /reports; **This does not include amended or change order task orders due to additional testing required for clearance.*

2.2.3.1 Abatement Jobs /Task Orders: Approximately seventy-five (75);

2.3 Definitions/Explanations: Herein, and within the Attachments:

- 2.3.1 Asbestos (PM): Asbestos visual inspection & survey samples shall be conducted on a case by case basis.
- 2.3.2 Clerical: The costs proposed for all work detailed herein shall be inclusive of all required clerical work.
- 2.3.3 CEM: Certified Environmental Manager.
- 2.3.4 CIH: Certified Industrial Hygienist.



- 2.3.5 Contractor/Professional:** When "Contractor" is capitalized, such refers to the successful proposer who received an award as a result of the RFP that applies to this process. Typically, herein, the "Professional" (Manager) will oversee the work of the "Professional" performing the field surveys. The qualifications and licenses for each party shall be provided to SNRHA. Moreover, copies of the appropriate certificates and licenses for the Professional performing the field surveys and reports shall be included with each report.
- 2.3.6 PM:** Project Manager.
- 2.3.7 LBP:** Lead-Based Paint.
- 2.3.7.1 Lead-Based Paint (PM and/or CM):** LBP visual inspection & survey samples shall be conducted on a case by case basis.
- 2.3.8 Microbial (PM):** Microbial visual inspections, survey samples; Abatement clearance air samples and visual inspection of abatement areas shall be conducted on a case by case basis.
- 2.3.9 Notify:** Notification in writing.
- 2.3.10 NTP:** Notice to Proceed.
- 2.3.11 Owner:** The SNRHA.
- 2.3.12 Project:** Whenever "project" is identified herein, especially within Section 2.0, it refers to the work assigned to the Professional, typically by issuance of a task order.
- 2.3.13 Quantities:** As detailed further within Section 2.5 herein, the SNRHA shall reserve the right to procure from the successful proposer any amount of each item that is, in the opinion of the SNRHA, in the best interests of the SNRHA.
- 2.3.14 Rush Delivery:** NTE 24 hours.
- 2.3.15 "Shall"** means the identified action is mandatory.
- 2.3.16 "Should"** means the identified action is strongly recommended, but optional.
- 2.3.17 Standard Delivery:** NTE 4 days.
- 2.3.18 Task Order:** As detailed further within Section 2.5 herein, all work will be assigned to the Professional on a task order basis.
- 2.3.19 "Will"** means the identified action is mandatory.
- 2.3.20 XRF:** X-Ray Florescence.
- 2.4 Specific Scope of Services:** Hazardous materials consulting, including, but not limited to, asbestos, lead-based paint, microbial contamination, related contract management, and:
- 2.4.1** Professional surveillance to verify that the abatement process is performed in accordance with all applicable Federal, State and local laws, codes and regulations.



- 2.4.2 Perform air sampling and analysis during the removal process to identify possible emission from the removal areas.
- 2.4.3 Collect samples in accordance with OSHA.
- 2.4.4 As required, provide equipment necessary to perform sampling.
- 2.4.5 The contracted work will be overseen by qualified personnel experienced in the area (Asbestos / LBP) of work, who will sign off on all reports issued by the Professional. All personnel assigned to this job.
- 2.4.6 Upon completion of all removal, the Professional must submit two (2) copies of the final report (Or one (1) Electronic copy sent via email with prior approval from SNRHA), which will include:
 - 2.4.6.1 Daily logs;
 - 2.4.6.2 Laboratory Testing; i.e. Material/Air sampling analysis, etc.;
 - 2.4.6.3 Observations;
 - 2.4.6.4 Final clearance/visual inspections; and
 - 2.4.6.5 Other associated documentation.
 - 2.4.6.6 Professional Recommendations
- 2.4.7 The Professional shall supply services necessary for planning and designing abatement projects assigned, including cost estimating, specifications, air monitoring and final clearance and other services required for the complete performance of the ensuing contract.
- 2.4.8 The Professional shall prepare preliminary design documents and shall provide any additional services only after the preliminary design documents have been approved by the SNRHA.
- 2.4.9 **Project Examination:** The Professional, accompanied by the SNRHA representative, to determine the existing conditions to examine the project.
- 2.4.10 **Design Criteria:** The Professional is responsible to ensure that any Survey and Abatement Design must be in conformance with all applicable EPA (40 CFR) and OSHA (29 CFR) guidelines.
- 2.4.11 **Cost Limitations:** The Professional shall formulate the report on the project within the Project Construction Cost of all work designed or specified by the Professional. The Professional shall design the project so that the cost for abatement and equipment shall not exceed the cost determined by the government and/or the SNRHA.
- 2.4.12 **Ordinances:** The Professional shall design the project to conform to all applicable Federal, State and local laws, codes, ordinances and regulations, as modified by any waivers which may be obtained from the appropriate jurisdictions.
- 2.4.13 **Restrictive Drawings and Specifications:** The Professional shall avoid the use of proprietary or other construction systems, materials or products that would limit competition, except where authorized in writing by the SNRHA.
- 2.4.14 **Time and Order of Work:** To ensure the prompt and continuing prosecution of the assigned work, the Professional and the SNRHA shall agree upon a schedule of time and order of work for the development of each project and the performance of the Professional's services. Such shall be based upon reasonable times for review, approval and return of the documents.



- 2.4.15 Preliminary Abatement Documents Phase:** Three (3) copies of the drawings and/or specifications shall be delivered (50% and 100%) to the SNRHA after receipt of the NTP within the set number of days negotiated for each task order.
- 2.4.16 Final Abatement Documents:** Three (3) of the drawings and/or specifications shall be delivered (50% and 100%) to the SNRHA after receipt of the NTP within the set number of days negotiated for each task order.
- 2.4.17 Abatement Clearance Reports:** of which one (1) original and three (3) copy will be transmitted 100%; Or one (1) Electronic copy sent via email with prior approval from SNRHA.
- 2.4.18 Final Report for Asbestos, Microbial and/or LBP abatement.** Upon completion of all removal operations, the Professional shall submit to the SNRHA, one (1) original and two (2) copies of these reports shall include procedures and discussion, unit/area abatement checklist, final inspection and clearance letter, and re-occupancy letter, daily logs, laboratory report of test, CEM and/or CIH information/sign off, soil samples, and other associated documentation.
- 2.4.19 Attendance at Conferences:** As directed by the SNRHA, the Professional or his/her representative shall attend conferences involving matters related to the abatement design and abatement construction of the project. It may be required of the Professional to present a visual representation of the project.
- 2.4.20 Memorandum of Understanding:** Upon execution of the ensuing contract, the Professional shall consult with the SNRHA to ascertain the requirements of the required work. The Professional shall prepare for approval by the SNRHA a "Memorandum of Understanding" for guidance in preparing the Preliminary Report. The Professional and the SNRHA shall then participate in a conference, then, based upon information learned at that conference, the Professional shall prepare for approval by the SNRHA a second Memorandum of Understanding, which shall be a guide for preparing the Final Report. Both Memoranda shall reflect any changes in the schedule of time and order of work due to causes beyond the control and without the fault of the Professional.
- 2.4.21 Surveys:** Upon receipt of the SNRHA's notice for survey, the Professional shall deliver a proposal for the requested services. The proposal shall include the following information:
- 2.4.21.1** Project Name and address
 - 2.4.21.2** Detailed description of work
 - 2.4.21.3** Labor:
 - 2.4.21.4** Number of hours
 - 2.4.21.5** Hourly rates as originally submitted in the request for proposal package
 - 2.4.21.6** Materials:
 - 2.4.21.7** Number of samples
 - 2.4.21.8** Rate per sample as originally submitted in the request for Proposal package
- 2.4.22 Survey Reports:** of which at least one (1) original and will be transmitted 100%; Or one (1) Electronic copy sent via email with prior approval from SNRHA.
- 2.4.23 Preliminary Abatement Documents (PAD):** Upon receipt of the NTP, the Professional shall prepare and deliver the PAD to the SNRHA within the specified time, including:
- 2.4.23.1** Survey results report.
 - 2.4.23.2** Sketch showing the location of the items or areas to be abated.

- 2.4.23.3 Detailed information as to the abatement process.
- 2.4.23.4 Statement as to the type of findings that are expected.
- 2.4.23.5 A time frame outlined for the completion of the Final Abatement Documents (FAD).
- 2.4.24 **Final Abatement Documents (FAD):** The FAD shall incorporate all of the items covered in the PAD. The FAD will outline a conclusion and a technically logical approach identifying the remedy to the problem. The FAD (drawings and/or specifications) shall set forth in detail and describe the work to be done; the materials, workmanship, schedules, finishes and equipment required for the appropriate completion of the abatement work.
- 2.4.25 **Approvals by the SNRHA:** The Professional shall submit the completed FAD to the SNRHA and shall make all changes necessary to obtain final approval by the SNRHA. Such approval by the SNRHA shall not relieve the Professional of any of their obligations under the ensuing contract, except as the SNRHA has specifically instructed the Professional in writing and to which the Professional has specifically objected to in writing.
- 2.4.26 **Cost Breakdown:** The Professional shall furnish the SNRHA a summary breakdown of the estimated abatement cost of the project consistent with the FAD and in the form prescribed by the SNRHA. All cost shall be in accordance with the Fee Schedule submitted by the Professional in NGEM.
- 2.4.27 **Approval by Other Agencies:** As soon as the FAD is approved by the SNRHA, the Professional if required shall submit to those local, State and/or Federal agencies having jurisdiction over the abatement project, all documents which they have the right to require for approval; and to all other agencies:
- 2.4.27.1 who will furnish services to the completed project;
- 2.4.27.2 whose services require provisions therefore in its design; and
- 2.4.27.3 whose approval is required to ensure such service.
- 2.4.27.4 If obtaining such approvals would require noncompliance with the stated requirements of the SNRHA, the Professional shall promptly notify the SNRHA of such in writing.
- 2.4.28 **Changes Required:** The Professional shall promptly, and without additional compensation or reimbursement, make all changes in the PAD and the FAD necessary to obtain approval of the agencies identified within the preceding sections. However, if, subsequent to the date of receipt of the NTP, revisions in applicable codes, laws or regulations require such changes, the Professional shall be entitled to additional compensation.
- 2.4.29 **Reproduction of Final Documents:** The Professional shall submit to the SNRHA one (1) reproducible set of approved Final Documents for bidding purposes.
- 2.4.30 **Bidding, Construction and Contract Document (BCCD):** After receipt of the bidding documents, the Professional shall revise the BCCD consistent with the requirements and criteria established by the SNRHA to secure the SNRHA's approval. The BCCD shall include in detail all work to be performed; all material; workmanship; finishes and equipment required for the abatement work, including:
- 2.5 **Technical Specifications / Plans & Drawings;**
- 2.5.1 **Bidding and Award Phase:** The Professional shall assist the SNRHA in administering the bidding and award of the abatement contract, including, as directed by the SNRHA, any one or more of the following:

- 2.5.1.1 Responding to inquires;
 - 2.5.1.2 Drafting and issuing addenda approved by the SNRHA;
 - 2.5.1.3 Attending the pre-conference;
 - 2.5.1.4 Attending a public bid opening;
 - 2.5.1.5 Reviewing and tabulating bids;
 - 2.5.1.6 Recommending list of eligible bids;
 - 2.5.1.7 Recommending award; and
 - 2.5.1.8 Altering drawings and specifications as often as required to award within the estimated construction contract cost.
- 2.6 Abatement/Construction Clearance Phase:** After execution of the abatement contract, the Professional shall, in a prompt and timely manner, monitor all work required by the BCCD. The Professional shall endeavor and be responsible to protect the SNRHA against defects and deficiencies in the execution and performance of the work, including, as assigned by the SNRHA:
- 2.6.1 Monitor the abatement process for compliance with all contract documents.
 - 2.6.2 Conduct pre-construction conference and other meetings when requested by the SNRHA.
 - 2.6.3 Review and approve the plan of action, shop drawings, submittals, waste manifest and other documentation for conformance to the requirements of the contract documents.
 - 2.6.4 At the SNRHA's request, and as additional service, procure testing from qualified parties.
 - 2.6.5 Perform baseline wipe, air sampling and analysis in all abatement areas prior to commencement of work operations.
 - 2.6.6 Inspect all containment prior to the commencement of removal operations to ensure proper construction and engineering controls.
 - 2.6.7 Perform surveillance, full-time, during abatement, to ensure all operations are being performed properly.
 - 2.6.8 Perform daily air sampling and analysis in and around the isolated areas during the removal process to identify possible emissions from contained areas.
 - 2.6.9 Monitor the quality and progress of the abatement work and furnish a written field report daily. This service shall be limited to a period of time amounting to 110% of the construction period as originally established under the construction contract unless construction has been delayed due to the Professional's failure to properly perform its duties and responsibilities. The SNRHA may direct additional monitoring, but only as an additional service.



- 2.6.10 On the portion of the work related to its discipline; require any sub-Contractor to provide the services listed in this section if applicable; to visit the project during the time the abatement is occurring and to report in writing to the Professional and/or the SNRHA.
 - 2.6.11 Provide CEM services, as required by the Nevada Environmental Protection Agency, during LBP waste categorization. Provide CIH (Certified Industrial Hygienist) services as required by the SNRHA.
 - 2.6.12 Review, approve and submit to the SNRHA the Professional's request for payment.
 - 2.6.13 Conduct all job meetings and record any action in a set of the minutes, which are to be provided to the SNRHA.
 - 2.6.14 Propose modifications to the construction contract documents to correct errors, clarify intent or to accommodate change orders.
 - 2.6.15 Make recommendations to the SNRHA for solutions to special problems or changes necessitated by conditions encountered in the course of the abatement.
 - 2.6.16 Promptly notify the SNRHA of any defects or deficiencies in the work or of any matter of dispute with the Professional.
 - 2.6.17 Prepare cost or price analysis and countersign change orders.
 - 2.6.18 Perform clearance sampling for asbestos and or air wipe sampling for LBP, prior to releasing the areas for unrestricted occupancy.
 - 2.6.19 Inspect all removal areas to ensure all visible Mold, LBP and/or asbestos-containing material, within the limitations of the scope of the work are removed. Prepare a written punch-list, final clearance and other necessary abatement closeout documents.
 - 2.6.20 Prepare a set of reproducible record prints of drawings showing significant changes in the work during abatement, based on marked-up prints, drawings or other data furnished by the Professional to the Professional.
- 2.7 Project Representation and Additional Services beyond the Basic Contracted Services:** If, at any time, it is determined that more extensive representation at the site or additional services are required than is required by the ensuing contract, then, as required by the SNRHA, the Professional shall provide such.
- 2.7.1 The duties, responsibilities, limitations, compensation and authority of such additional representation and/or services shall be set forth in writing within and/or as a result of issuance of a Task Order. Additional services include, but are not limited to, revisions required by:
 - 2.7.1.1 Criteria or code changes;
 - 2.7.1.2 Errors or inaccuracies in the surveys furnished to the SNRHA not the fault or responsibility of the Professional; and,
 - 2.7.1.3 Observing and inspecting the replacement or repairs of any work damaged by causes not attributable to the Professional's responsibility under the ensuing contract.
 - 2.7.1.4 The Professional shall perform the work so as to cause the least amount of inconvenience to the SNRHA residents.
 - 2.7.1.5 The work will be performed as rapidly as possible.



2.7.1.6 If applicable, all utilities will be temporarily connected each night for resident use.

- 2.8 SNRHA Responsibilities:** The SNRHA shall, as expeditiously as necessary for the orderly progress of the work, provide and/or designate:
- 2.8.1 All necessary information regarding the SNRHA's requirements.
 - 2.8.2 A representative authorized to act on behalf of the SNRHA with respect to the work. The SNRHA and its representative shall examine documents submitted by the Professional and shall promptly render decisions pertain thereto to avoid unreasonable delay in the progress of the Professional's work.
 - 2.8.3 Information on any previously obtained waivers of local codes or regulations affecting the design of the work.
 - 2.8.4 Instructions concerning room distribution of dwelling units, building types, and non-dwelling facilities (management; maintenance; community) to be provided in the project.
 - 2.8.5 A statement of any work to be performed by others at the project site.
 - 2.8.6 All current governmental issuance's pertinent to the applicable work.
 - 2.8.7 Legal, accounting and insurance counseling services as may be necessary for the project.
 - 2.8.8 Assurance that the Professional shall be entitled to rely upon the accuracy and completeness of the information furnished by the SNRHA.
- 2.9 Environmentally Safe Packaging:** The proposers and the Professional shall package non-breakable deliverables using environmentally safe packaging materials (e.g., recycled paper). The packaging methods shall be in accordance with the best commercial practices and provide adequate protection during shipping and handling.
- 2.10 Work Assignment - Task Orders: (Refer to Attachment A for a Sample Task Order-Attachment G)**
- 2.10.1 Inspections are assigned on a rotated basis to the companies awarded a contract as a result of this RFP. A SNRHA fully executed Task Order is required to all work assigned by SNRHA to the Hazardous Materials Professional(s). The fully executed task order represents a Notice to Proceed for the assigned work.
 - 2.10.1.1 **Note:** To mitigate an emergency SNRHA may authorize an inspection and testing prior to the issuance of an executed Task Order.
 - 2.10.2 **Inspection Requests:** Given the high level of use of all buildings and presence of sensitive users, Professional(s) must respond to SNRHA request for service request within 24 hrs. of the request for service.
 - 2.10.3 **Emergency Response Procedures:** If the health and safety of SNRHA residents and/or employees are at risk due hazardous material(s) (i.e. Asbestos, Stachybotrys, Chaetomium, Ulocladium, etc.) in a unit and/or building; the Professional shall notify SNHRA immediately and/or



within two (2) hours of discovery, whichever is the most expeditious. Professional shall notify SNRHA both verbally and by email of the emergency. The Professional shall specifically notify the SNRHA Representative (Property/Amp Manager/ Maintenance Supervisor) at the site affected and the Procurement Dept.; following up immediately with the required laboratory and analytical reports.

2.10.4 SNHRA Procurement Dept. assigns all inspections and Task Orders.

Professional must keep the Procurement Dept. informed of the status of the assignment at all times. Based on the Professional(s) report and recommendation, if abatement is required SNRHA will notify the Professional of the Abatement Company (currently Nextgen- Service Master EMT) assignment. SNRHA requires the Professional to collaborate with SNRHA and the Abatement Company to ensure clearance of the unit. This may require additional inspections by the Professional during and after the abatement process.

2.10.5 Task Order Procedures:

2.10.5.1 Initial Request for Inspection - SNRHA Procurement Dept., shall send a service request via email (preferred method) or by phone. The Professional shall be responsible for responding to service requests within no more than 24hrs, of receipt.

2.10.5.2 Professional shall contact the SNRHA representative at the site (Property / Amp Manager and/or Maintenance Supervisor) noted in the email; to schedule a site inspection within 24hrs, of receipt of the email.

2.10.5.3 After the initial inspection of the site, the Professional shall email to SNRHA the results of the inspection and the testing required along with proposed cost so SNRHA can issue a Task Order to the Professional for execution.

2.10.5.4 Notice to Proceed: The fully executed Task Order shall authorize the cost proposed and the work to proceed. **Note:** In some instances, an authorization to proceed with the service shall be provided to the Professional verbally or via email by a SNRHA representative prior to issuance of a task order.

2.10.5.5 Cost for Services/Task Orders: All fees applied to a task order assignment shall match the annual fee schedules submitted in NGEM (5 yr. Fee Schedule).

2.10.5.6 Cost Proposal for Task Orders shall contain the following information:

- 2.10.5.7** Company Name, address
- 2.10.5.8** Company Project or Proposal No.
- 2.10.5.9** Project Site Address:
- 2.10.5.10** Brief Description of the required testing (i.e. Asbestos, Mold, etc.)
- 2.10.5.11** Detailed Service Cost;
- 2.10.5.12** Total Cost of the assigned project;
- 2.10.5.13** Current Date

2.10.6 Reports: After all testing and laboratory reports are completed Professional shall draft the detail report of their findings and include a copy of the Laboratory testing results. This initial survey report will be sent to SNRHA and include all parties involved in the project. All Reports should contain the following:

- 2.10.6.1 A description of the field activities, observations (opinion if any hazardous materials are present in unit) and sampling protocols;
- 2.10.6.2 Written description of locations, type, friability, and condition of the assessed hazardous materials;
- 2.10.6.3 Tabulated results of the sampling and analysis;
- 2.10.6.4 Photos of the units and the known affected areas with the unit;
- 2.10.6.5 A map indicating building materials, sample locations and estimates of hazardous material quantities;
- 2.10.6.6 A discussion of applicable Federal, State, and local regulations
- 2.10.6.7 Procedures for proper and legal abatement or mitigation options (enclosure, encapsulation, etc.) of any hazardous materials that are discovered;
- 2.10.6.8 **Conclusions and Recommendations.** Professionals' conclusions, recommendations and/or observations relevant to the assessed hazardous materials in the unit. To include whether abatement and/or cleaning, etc. is required. Moreover, this section shall include and not be limited to, (if applicable) whether the resident in the unit should be relocated during or after the initial inspection, survey and testing as well as during the abatement /construction.
- 2.10.6.9 **Note:** *If during inspection or after initial survey and testing it is determined that a health hazard exists, the Professional must notify SNRHA immediately of the findings/results via phone and email to remove the resident from the unit, if occupied; and for the residents' safety and SNRHA staff.*
- 2.10.6.10 **Abatement:** If abatement is required the initial survey report can and will be used as a scope of work by the Abatement company, for the abatement of the unit.
- 2.10.6.11 Copies of the Professionals appropriate licenses and/or certifications to perform the work required must be provided with the reports.



3.0 SNRHA Property List:

Following for your information, are listed a number of developments and facilities that the SNRHA owns and operates within Clark County, Nevada. The SNRHA does not guarantee that it will retain the successful proposer to do work for or within any minimum of maximum number of these developments/facilities, but provides this listing as an informational item only. The SNRHA reserves the right to contract for work with the successful proposer at these or any other sites the SNRHA may own or have jurisdictional control.

NO	PROPERTY/ADDRESS	UNITS	TYPE
1	Aida Brents Gardens, 2120 Vegas Dr., LV, NV 89106 (PH)	24	Senior
2	Archie Grant Park, 1720 Searles Ave., LV, NV 89101 (PH)	125	Senior
3	Arthur D. Sartini Plaza Annex, 5200 Alpine St., LV, NV 89107 (PH)	39	Senior
4	Arthur D. Sartini Plaza, 900 Brush St., LV, NV 89107 (PH)	220	Senior
5	Bassler/McCarran/Statz, Bassler, McCarran & Statz Sts., NLV, NV 89030 (AH)	20	Family
6	Biegger Estates, 5701 Missouri Avenue, LV, NV 89122 (RAD)	119	Family
7	Brown Homes, Flamingo & Perry Streets, LV, NV 89122 (AH)	124	Family
8	Dorothy Kidd Park, 3903 Stewart Ave., LV, NV 89110 (AH)	107	Senior
9	Ernie Cragin Terrace, Valley & 28 th St., LV, NV 89101 (PH)	40	Family
10	Espinoza Terrace, 171 Van Wagenen St., HN, NV 89015 (PH)	100	Senior
11	Eva Garcia Mendoza, 1950 N Walnut Ave., LV, NV 89115 (AH)	128	Family
12	Hampton Court, 1030 Center St., HN, NV 89015 (PH)	100	Family
13	Harry Levy Gardens, 2525 W. Washington Ave., LV, NV 89106 (PH)	150	Senior
14	Housing Programs Office, 380 N. Maryland Parkway, LV, NV 89101 (AH)		Office Building
15	Howard Cannon Center, 340 N. 11 th St., LV, NV 89101 (AH)		Office Building
16	Hullum Homes, 4980 E. Owens Ave., LV, NV 89115 (PH)	59	Family
17	James Down Towers, 5000 W. Alta Ave., LV, NV 89107 (PH)	200	Senior
18	Janice Brooks Bay, 5201 Walnut Ave., LV, NV 89110 (AH)	100	Family
19	Jones Gardens, 1750 Marion Dr., LV, NV 89115 (PH)	90	Family
20	Landsman Gardens, 750 Major Avenue, HN, NV 89015 (RAD)	100	Family
21	Lubertha Johnson, 3900 Perry St., LV, NV 89122 (PH)	112	Senior
22	Marble Manor Annex, MLK & Wyatt, LV, NV 89106 (PH)	20	Family
23	Marble Manor, Washington & H Streets, LV, NV 89106 (PH)	235	Family
24	Marion D. Bennett Plaza, 1818 Balzar Ave., LV, NV 89106 (PH)	65	Senior
25	Otto Merida Desert Villas, 3901 E. Charleston Blvd, LV, NV 89110(PH +LIHTC)	60	Family
26	Robert Gordon I-VII, 420 N. 10 th St., LV, NV 89101 (AH)	206	Senior
27	Robert Gordon Plaza VIII, 322 N. 10 th St., LV, NV 89101 (AH)	43	Senior
28	Rulon Earl Mobile Manor #1, 3909 E. Stewart Ave., LV, NV 89110 (AH)	71	Senior
29	Rulon Earl Mobile Manor #2, 3903 E. Stewart Ave., LV, NV 89110 (AH)	51	Senior
Scattered Site Homes AH:185; PH:386		571	Family
30	Schaffer Heights, 2901 Schaffer Circle, LV, NV 89121 (PH)	75	Senior
31	Sherman Gardens Annex, 909 Doolittle St., LV, NV 89106 (PH)	154	Family
32	Sherman Gardens, 1701 N. "J" St., LV, NV 89106 (PH)	80	Family
33	Simmons Manor, 5385 Austin John Ct., LV, NV 89122 (PH)	61	Family
34	Vera Johnson A, 1200 Harris Avenue, LV, NV 89101 (RAD)	76	Family
35	Villa Capri, 1801 N "J" St., LV, NV 89106 (PH)	60	Family
36	W. F. Cottrell Admin Building 5380 E. Flamingo Road 89122 (AH)		Office Building
37	Wardell Townhomes 700 Wardelle St. Las Vegas, NV 89101 (RAD)	37	Family

AH=Affordable Housing Program or housing that is not federally subsidized
LIHTC=Low Income Home Tax Credit
PH=Public Housing or Federally subsidized housing
RAD= Rental Assistance Demonstration Program Conversion
Scattered Site Homes=Single-family homes located throughout Clark County, NV



4.0 SOLICITATION PROCEDURES & SUBMISSION INSTRUCTIONS:

Submission Responsibilities: It shall be the responsibility of each Proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the SNRHA, including the RFP document, the documents listed within the following Section and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the SNRHA PM to exclude any of the SNRHA requirements contained within the documents may cause that proposer to not be considered for award

4.1 Obtaining the Solicitation: The solicitation document is available for download from Nevada Government E-Marketplace (NGEM) internet site and for SNVRHA.org website click on "Doing Business." At both locations the solicitation document can be accessed by the RFP No. P23010. **Note:** To submit a bid companies have to be registered in NGEM.

4.2 PRE -BID MEETING VIDEO CONFERENCE

4.2.1 Pre-Bid Meeting Video Conference shall be conducted on October 20, 2022 @ 9:30am; All companies planning on attending this Pre-Bid Meeting must email the SNRHA contact person to confirm your attendance and provide your contact information.

4.2.2 The Meeting shall be conducted via Microsoft Teams Meeting:
Join on your computer or mobile app. [Click here to join the meeting](#)
Meeting ID: 273 975 264 611
Passcode: MAkzgy
[Download Teams](#) | [Join on the web](#)
Or call in (audio only)
[+1 323-406-1159; 497117986#](#)
Phone Conference ID: 497 117 986#

4.2.3 NOTE: All companies planning on attending this Pre-Bid Meeting must email Wanda Beckett at Procurement@SNVRHA.org to confirm your attendance and provide your company name, and your contact information.

4.2.4 Agenda for Pre-Bid Meeting: The Agenda for this Pre-Bid Meeting has been posted under the "Attachments" tabs in NGEM.

4.2.5 Question Submission Deadline: All Questions **must be submitted in NGEM by November 7, 2022 @ 10:00 am. (PST).** Any questions received after this deadline will not receive a response. Do not email SNRHA directly.

4.2.6 Addendums to this RFP: All answers to questions and points of clarification will be responded to in writing and issued in the form of an "Addendum" posted in NGEM and on SNRHA website: snvrha.org click on "Doing Business" It is the responsibility of all bidders to ensure that they received all the Addendums prior to the closing of this RFP.

4.2.7 Important: All Addendums must be logged and date on the "**Proposal Submission and Format Checklist**" contained in Attachment A of the RFP and submitted in the hardcopy proposal.



4.3 SUBMISSION INSTRUCTIONS:

4.3.1 This is a Two (2) Step Submission Process and both steps(ref.4.3.3 & 4.3.4 must be completed to bid.

4.3.2 Submission Deadline: November 17, 2022 @10:00 am. Late submissions will not be accepted.

4.3.2.1 **SUBMISSION REQUIREMENTS:** Both Submissions noted below must be submitted by the submission deadline noted above. No exception! If both submissions are not received as required the bidder will be considered non-responsive and cannot be evaluated.

4.3.3 **STEP I:** COST: In NGEM enter the proposed Cost Proposal for five (5) years, under the tab labeled "Line Items (12)" for each service section. The Services noted in NGEM are as follows for 5 years:

Sections 1 - 4 Asbestos
Sections 5 - 8 Lead Based Paint
Sections 8 -12 Microbial

4.3.3.1 **Note:** No cost escalation is allowed in Years 1 & 2 of the contract awarded. Also, proposers are limited to a 5% cost escalation for each proceeding years (Yr. 3-5). This cost is subject to negotiation by SNRHA prior to award of contract.

4.3.3.2 The proposed cost entered in NGEM must include all labor, materials, equipment overhead and profit for each line item entered.

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

4.3.3.4 Due the repetitive service requirement, SNRHA recommends that after award of contract a standard Fee Schedule be utilized for each service requested. (*A sample fee schedule has been provided under Attachment F*).

4.3.4 **STEP II:** HARD COPY PROPOSAL: Three (3) copies of the proposals per the solicitation instructions must be delivered to:

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

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

4.3.4.2 **Tabbed Proposal Submittal:** Each category listed below must be separated by numbered index dividers and labeled with the corresponding tabs as noted below.

4.3.4.3 Tab No. 1: Form of Proposal: This form is attached as **Attachment A to this RFP** document. This form must be fully completed, executed where provided and submitted under this tab as a part of the proposal submittal. Addendums issued must be noted as received on this form.

4.3.4.4 Tab No. 2: Required Business Information and Forms:

a) **SNRHA- Disclosure of Ownership & the Disclosure of Conflict of Interest Forms (Attachment B):** This information must be complete, signed, dated and placed under Tab 2 along with the Disclosure of Ownership Form of your proposal submission;

b) **Disclosure of Ownership Form:** This form is attached as Attachment B to this RFP document. This 2-page form must be fully completed, executed and submitted under this tab as a part of the proposal submittal;

Company Information: Copies of Current System for Award Management registration. *Business licenses including Specialized Licenses / Certifications related to the scope of work. State of NV. City, County; OSHA, EPA; Incorporation current filing or Certificate Corporation in Good Standing; Documentation Ownership of the Company; or Directors if Incorporation, Limited Partnership; etc. *All licenses must be current;

c) **Conflict of Interest form:** Filled out and signed as required.

4.3.4.5 Tab No. 3: HUD & SNRHA Required Forms: The following forms are attached as Attachment C of this RFP document:

a) HUD 5369-A Representations, Certifications and Other Statements of Bidders; (complete and return under Tab 3);

b) SNRHA Drug-Free Workplace Certification; (complete & return under Tab 3)

c) Non-Collusive Affidavit Certification (complete & return under Tab 3)

d) HUD Information Bulletin 90-23 (complete & return under Tab 3)

4.3.4.6 Tab No. 4: Proposed Services: As more fully detailed within Section 2.0 *Scope of Services*, of this document, the proposer shall, at a minimum, clearly detail the information submitted under this tab to include the following: (with Tabs dividing each section as noted below

a) As detailed within **Section 5.0**, Evaluation Factor No. 2, the **Proposer's Demonstrated Experience** in performing similar work and the proposer's **Demonstrated Successful Past**. Note: The SNRHA will place particular emphasis on the Proposer's above-described Experience and Past Performance with HUD or governmental related work);

b) As detailed within Section 5.0, Evaluation Factor No. 3, the **Proposer's Specialized Knowledge and Understanding of the SNRHA's Requirements;**

Proposer's Technical Capabilities (in terms of service-ability personnel, equipment and materials) and Management Plan (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.). Some Suggestions:

- i. How the staff is screened, trained, monitored;
- ii. The quality control program for the service provide;
- iii. An explanation and copies of forms that will be used and reports that will be submitted and the proposed method of such the delivery of such reports (i.e. written, email, fax, etc.); and
- iv. A complete description of the company's ability to be provide a service of this nature; Along with a service plan of how the Proposer intends to service the SNRHA per the information provided within the RFP.

4.3.4.7 Tab No. 5: Managerial Capacity/Financial Viability: The Proposer's entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including financial statement from a CPA firm, brief professional resumes for the persons identified within Attachment B, SNRHA Disclosure of Ownership Form; including the person assigned to manage SNRHA 's contract. Such information shall include the proposer's company qualifications to provide the services; a description of the background and current organization of the company, including a current organizational chart.

a) **Client Information:** The Proposer shall submit a listing of former or current clients, including the Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:

- i. Client's name;
- ii. Client's address;
- iii. Client's telephone number;
- iv. A brief description and scope of the services and the dates the services were provided;

4.3.4.8 Tab No. 6: Equal Employment Opportunity: The Proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a brief description of the positive steps it will take to ensure compliance, to the greatest extent feasible. If it is shown by documentation of its practice and history of employing Minorities and/or Women in Professional Positions shall be considered for an award of points pursuant to Evaluation Criteria Factor No. 5c – however, if no documentation is provided then points will not be awarded during the evaluation of proposals (ref. section 5.0 of this RFP).
Note: Practice and History of Employing Minorities and/or Women in Professional Positions form (ref. Attachment C) (Return under Tab 6), Optional Item.

4.3.4.9 Tab No. 7: Sub-Contractor /Joint Venture Information (Optional Item): The Proposer shall identify hereunder whether or not he/she intends to use any sub-contractor for this job (i.e. Laboratories, etc.), if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding tabs must also be included for any major sub-contractor (10% or more) or from any joint venture.



- 4.3.4.10 Tab No. 8: SNRHA’s Section 3 Clause and Professional Initial Response Form:** The SNRHA is required by HUD to implement its Section 3 Plan to the greatest extent feasible for any new contracts that has a labor component for employment opportunities for small businesses and low-income resident/persons as it is subject to the terms and conditions under Section 3 of the HUD Act of 1968, as amended, 12. U.S.C 1701u. Please acknowledge acceptance and receipt by signature and return of the Section 3 Clause and Professional Initial Response Form under this Tab of your Proposal.
- 4.3.4.11 Tab No. 9: Section 3 Business Preference Documentation (Optional Item):** For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached as Attachment E and any documentation required by that form. If the Proposer does not claim any Section 3 Business Preference, please place under this tab a statement that reads, “NO SECTION 3 BUSINESS PREFERENCE BEING CLAIMED”.
- 4.3.4.12 Tab No. 10: Other Information (Optional Item):** The Proposer may include under this tab any other general information that he/she believes is appropriate to assist the SNRHA in its evaluation.

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

4.3.5 Conditions for Submissions:

- 4.3.5.1 All proposals must be submitted in a sealed package or box.** The package exterior must clearly denote the above noted RFP number and name of Solicitation and must have the Proposer’s name, address and the contact person.
- 4.3.5.2** Upon receipt of the submittal SNRHA will time and date stamp it receipt of the submittal. Submittal must be received by the SNRHA Procurement Department no later than the submittal deadline stated herein (or within any ensuing addendum).
- 4.3.5.3 Proposal Submittal Binding Method:** It is preferred and recommended that the Proposer bind the proposal submittals in such a manner that the SNRHA can, if needed, remove the pages from the cover (i.e. 3-ring binder) to make copies then return the proposal submittal to its original condition.
- 4.3.5.4 A total of three (3) Proposals must be submitted:** one (1) Original containing original filled-out documents with black ink signatures (marked “ORIGINAL”) and two (2) exact copies (marked “COPY”). Each of the three (3) Proposal submittals must be identical. All organized in a binders with extending tabs or bound so that pages can easily be removed; and all with a cover with the RFP number/title and Company name; and shall be placed in a sealed box/package and addressed to:

**Southern Nevada Regional Housing Department
Attention: Wanda Beckett
Procurement Department
340 11th Street
Las Vegas, NV 89101**



4.3.5 Submission Conditions: DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS ON THE U.S.HUD OR SNRHA FORMS EXCEPT WHERE IT INDICATE BIDDER INFORMATION IS REQUIRED AND/OR A SIGNATURE.

4.3.6 REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained within this RFP Document, either by making or entering onto these documents; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the SNRHA by the Proposer, such may invalidate that proposal. If, after accepting such a proposal, the SNRHA decides that any such entry has not changed the intent of the proposal that the SNRHA intended to receive, the SNRHA may accept the proposal and the proposal shall be considered by the SNRHA as if those additional marks, notations or requirements were not entered on such. By submitting a proposal response to this RFP, each proposer agrees to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

4.4 Recap of Attachments: It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFP:

4.4.1 Attachment A: Form of Proposal; Bid / Fee Proposal Schedules (Return under Tab 1)

4.4.2 Attachment B: Disclosure of Ownership Form; Disclosure of Conflict of Interest Form; (Return under Tab 2)

4.4.3 Attachment C: HUD & SNRHA Required Forms:

4.4.3.1 HUD 5369-A, Representations, Certifications and Other Statement of Bidders (Return under Tab 3)

4.4.3.2 HUD-5369-B. *Instructions to Offerors, Non-Construction*; (FYI)

4.4.3.3 HUD 5370-C *General Conditions for Non-Construction Contracts –Sections 1 & 2*;

4.4.3.4 SNRHA Drug-Free Workplace Certification; (Return under Tab 3)

4.4.3.5 Authorization to Release Information; (Return under Tab 3)

4.4.3.6 Non-Collusive Affidavit Certification; (Return under Tab 3) and

4.4.3.7 Practice and History of Employing Minorities and/or Women in Professional Positions (Return under Tab 7), *Optional Submission*

4.4.4 Attachment D: SNRHA Section 3 Clause Section 3 Professional Initial Response Form; (Return under Tab 8)

4.4.5 Attachment E: Section 3 Business Preference Information –Optional Submission (Return under Tab 9)

4.4.6 Attachment F: SNRHA Sample Contract Form (please note that this contract is being given as a sample only—the SNRHA reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the SNRHA feels it is in its best interests to do so); and



**REQUEST FOR PROPOSALS (RFP) NO. P23010
HAZARDOUS MATERIALS CONSULTANT SERVICE**

5.0 PROPOSAL EVALUATION: The SNRHA intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low Bid" basis ("Best Value" in that the SNRHA will, as detailed within this Section consider factors other than just cost in making the award decision).

5.1 Evaluation Factors: The following factors will be utilized by the evaluation committee appointed by the SNRHA to evaluate each proposal received:

NO.	MAX POINT VALUE	PROPOSAL EVALUATION FACTORS
1	20 points (Objective)	The PROPOSED COSTS the Proposer proposes to charge the SNRHA and their VALUE to the SNRHA ("Value," based upon the opinion of the evaluators).
2	25 points (Subjective)	The EXPERIENCE that the Proposer displays for the work required, based upon the work history and the resumes submitted for the staff proposed to perform the work; the PAST PERFORMANCE of the Proposer on prior work of the same or similar nature, based on the letters of reference and/or client lists submitted, and based upon the results of any consultation that the SNRHA chooses to conduct with such; each based upon the opinion of the evaluators.
3	30 points (Subjective)	The SPECIALIZED KNOWLEDGE, TECHNICAL COMPETENCE, CAPABILITY and ABILITY the Proposer displays, in that the proposal submittal shows: (a) a knowledge and understanding of the scope of the work to be performed, providing such services for a Housing Authority, a governmental agency or in a multi-family environment); (b) the resources or ability to retain the resources, to provide the Scope of Work; (c) a realistic proposed approach to the performance of the required work supported by references from similar agencies within the State of Nevada, and, in the opinion of the evaluators, the quality of the proposed services. Greater weight will be given to those firms that have the resources in-house to provide the required services; and (d) past performance in terms of cost control, quality of work and compliance with performance schedules.
4	10 points (Subjective)	The OVERALL QUALITY AND PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED , based upon the opinion of the evaluators.
85 Points		Total Points (Other than Preference Points)

5.2 Preference Evaluation Factors: The following factors will be utilized by the staff member assigned by the HA to evaluate each proposal submittal received:

NO.	MAX POINT VALUE	CRITERION DESCRIPTION
5		PROPOSER DIVERSITY (Max of 10 Points)
5a	10 points	Women or Minority-Owned Business.
5b	7 points	Joint venture with a woman, minority or HA resident-owned business.
5c	3 points	Practice and history of employing minority and/or women in Management and/or Professional positions. (See Attachment C)
6		SECTION 3 BUSINESS PREFERENCE PARTICIPATION (Max 15 Points) A business seeking to qualify for Section 3 Contracting Preference shall certify or submit evidence of such. (See Attachment E)
6a	15 points	Priority 1: As detailed in Attachment E.
6b	10 points	Priority 2: As detailed in Attachment E.
6c	5 points	Priority 3: As detailed in Attachment E.
	25 points	Preference Points (Additional)
	110 Points	Total Possible Points

5.3 Evaluation Method/Plan:

5.3.1 Initial Evaluation for Responsiveness: Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).

5.3.2 Responsiveness. To be considered responsive, a bid must conform to the requirements of the solicitation. The Contracting Officer must examine the highest ranked proposal submission to be sure that the bidder did not alter the specifications or other terms and conditions or attempt to impose different terms and conditions. If the proposal does not conform to the solicitation, it must be rejected and the next highest ranked proposal is 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 bidding process.

5.3.3 Evaluation Packet: An evaluation packet will be prepared for each evaluator, including the following documents:

5.3.3.1 Instructions to Evaluators;

5.3.3.2 Proposal Tabulation Form;

5.3.3.3 Written Narrative Form for each proposer;

5.3.3.4 Copy of all pertinent RFP documents.

5.4 Evaluation Committee: The HA anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive proposals submitted in response to this RFP. PLEASE NOTE: No Proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within the above, the SNRHA PM is the only person at the SNRHA that the Proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such Proposer(s) to be eliminated from consideration for award.

5.4.1 Evaluation: The SNRHA PM will evaluate and award points pertaining to Evaluation Factor No. 1, 5, and 6. The appointed evaluation committee, independent of the SNRHA PM or any other person at the SNRHA, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 2, 3 and 4. Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the SNRHA PM.

5.4.2 Determination of Top-Ranked Proposer: The points awarded by the evaluation committee shall be combined with the points awarded by the SNRHA PM to determine the final rankings, which shall be forwarded by the SNRHA PM to the SNRHA ED for approval.

5.4.3 Award Recommendation: If necessary, a written award recommendation will be placed on a scheduled Board of Commissioners (BOC) meeting Agenda for approval (typical for contracts with a total value greater than \$150,000). The BOC will then make its determination as to whether or not to follow the Evaluation Committee's recommendation. Contract price negotiations may, at the HA's option, be conducted prior to or after the BOC approval.

5.5 Notice of Results of Evaluation: If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:



- 5.5.1 The Proposer that received the award;
 - 5.5.2 Where each Proposer placed in the process as a result of the evaluation of the proposals received (i.e. total points awarded to each proposer);
 - 5.5.3 The cost or financial offers received from each Proposer;
 - 5.5.4 Each Proposer's right to a debriefing and to protest.
- 5.6 **Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a Proposer's entity will be excluded from participation on the SNRHA Evaluation Committee. Similarly, all persons having ownership interest in and/or contract with a Proposer's entity will be excluded from participation on the SNRHA Evaluation Committee.
- 5.7 **Minimum Evaluation Results:** To be considered to receive an award a Proposer must receive a total calculated average of at least 75 points (of the 110 total possible points detailed within Section 5.0 herein).

6.0 CONTRACT AWARD:

- 6.1 **INDEFINITE QUANTITY CONTRACT:** *(Attachment F Sample SNRHA Contract)*
Indefinite Quantity Contract/Task Order Basis: The proposed contract is an indefinite quantity contract (IQC) with service is ordered on a task order basis; meaning, the SNRHA does not at this time know how much work it will award to the successful proposer(s), but the SNRHA will order work on an as-needed basis. The SNRHA reserves the right to order any quantity of work pursuant to the proposed contract, which means that there shall be no minimum or maximum amount of work that will be ordered, either on an individual order basis or in total.
- 6.2 Multiple contracts maybe awarded for an indefinite quantity of tasks to the top two (2) or more firms most qualified, as determined by the Evaluation Committee, and selected by the Contracting Officer and approved for award by the Board of Commissioners if required. Each award shall be for indefinite quantity of task orders not to exceed a period of one (1) year and/or \$25,000.00 per contract with an option to renew for an additional four (4) one (1) year and/or \$25,000.00 which may be extended, by mutual agreement.
- 6.3 **Contract Award Procedure:** Contracts shall be awarded only in accordance with the terms of the solicitation. Contracts awarded using the RFP method are based on both price and technical merit of the proposal. Awards shall be made only to offerors who have been determined to be responsible Professionals. If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:
- 6.4 The contract will be awarded to the top two (2) most responsive and responsible firms per the proposal evaluation criterion provided in Section 5.0. However, the SNRHA reserves the right to award contracts to those qualified proposers that are in the best interest of the agency. All proposers must comply with the terms and conditions of this Request for Proposal.
- 6.5 Work assigned to Professional(s) shall be in the form of Task Orders. The SNRHA makes no guarantees as to the amount of work to assigned and/or awarded as a result of this RFP.
- 6.6 It is anticipated that upon final completion of the Proposal Evaluation Process, the Evaluation Committee will forward the completed evaluations to the SNRHA's PM. The SNRHA's PM will formulate and forward to the SNRHA's Executive Director (ED) for approval of a written award recommendation. Contract price negotiations may, at the HA's option, be conducted prior to award, if necessary The SNRHA's ED will review the recommendation and, if in agreement, if required SNRHA's ED will take the award recommendation to the SNRHA's BOC for approval at a scheduled board meeting (typically for contracts with a total value greater than \$100,000.00)
- 6.7 **Contract Conditions:** The following provisions are considered mandatory conditions of any contract award



made by the SNRHA pursuant to this RFP:

- 6.7.1 Contract Form:** (refer to Sample Contract, Attachment F) The SNRHA will not execute a contract on the successful Proposer's form—contracts. SNRHA will only be executing on the SNRHA's sample contract provided. Proposers agree to the terms and conditions of this solicitation and contract when submitting a proposal response to this RFP. (**Note:** The SNRHA reserves the right to amend this contract as the SNRHA deems necessary). However, the SNRHA will consider any contract clauses that the proposer wishes to include therein. It is the responsibility of each prospective Proposer to notify the SNRHA, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The SNRHA will consider and respond to such written correspondence.
- 6.7.2 Assignment of Personnel: Proposer shall provide one contact that will be responsible for SNRHA Task Orders issued.** The SNRHA shall retain the right to demand and receive a change in personnel assigned to the work if the SNRHA believes that such change is in the best interest of the SNRHA and the completion of the contracted work.
- 6.7.3 Ethics in Public Contracting:** Ethical standards apply not only to SNRHA's employees and Contracting Officers but to others with a vested interest in SNRHA's contracts such as members of the Board of Commissioners, other officials and agents of the authority, and Professionals with whom the SNRHA does business. Please refer to Handbook No. 7460.8 Rev 2, Chapter 4, which explains the specific ethical requirements for SNRHA contracting 24 CFR 85.36 (b)(3). (Proposer must, complete and submit the "Disclosure of Conflict of Interest Form, Attachment B, and place under Tab 2 of the submittal)
- 6.7.4 Contract Period:** The SNRHA anticipates that it will initially award a contract for a period of one year with SNRHA's option of four (4) one (1) year renewals for a maximum period of five years.
- 6.7.5 Right to Negotiate Final Fees:** The SNRHA shall retain the right to negotiate the amount of fees that are paid to the successful Proposer, meaning the fees proposed by the top-rated Proposer may, at the SNRHA's option, be the basis for the beginning of negotiations. Such negotiations shall begin after the SNRHA's Evaluation Panel has chosen a top-rated Proposer. If such negotiations are not, in the opinion of the SNRHA's PM's successfully concluded within 5 business days, the SNRHA shall retain the right to end such negotiations and begin negotiations with the next rated proposer. The SNRHA shall retain the right to negotiate with and make an award to more than one proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached. Such negotiations shall be conducted as detailed within Sections N through Q of Chapter 7.2 of HUD Procurement Handbook 7460.8 REV 2.
- 6.7.6 Contract Service Standards:** All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal laws.
- 6.7.7 Proposed Fees:** Each Proposer shall submit a firm fixed fee schedule for the total term of the contract (5 years) for performing the described scope of work. This information shall be a part of the contract.
- 6.8 Invoices for Services: Invoices are paid by SNRHA on a NET 30 days**

 - 6.8.1 Service Fee Proposed:** Most of the services requested are repetitive. It is required that the Professional establish a standard fee schedule form to submit to SNRHA for each assigned job assignment (refer to Attachment F for a Sample).



6.8.2 Requirement for Payment: The detail cost proposed in the Fee Schedule for each assigned task order (as noted in section 2.0.) must be submitted to SNRHA as detailed documentation of the service provided and total cost; and must equal the total amount invoiced for payment.

6.9 Licensing and Insurance Requirements: Prior to award (but not as a part of the proposal submission) the *successful Proposer* will be required to provide:

6.9.2 An original certificate evidencing the Proposer's current industrial (workers compensation) insurance carrier and coverage amount;

6.9.3 An original certificate evidencing General Liability coverage, naming the SNRHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the SNRHA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;

6.9.4 An original certificate showing the Proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$5,000,000), with a deductible of not greater than \$1,000;

6.9.5 An original certificate showing the Proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.

6.9.6 If applicable, a copy of the Proposer's multi-jurisdictional license allowing that entity to provide such services throughout all of Clark County, NV.

6.9.7 If applicable, a copy of the Proposer's license issued by the State of Nevada licensing authority allowing the Proposer to provide the services detailed herein.

6.9.8 The requested related information shall also be entered where provided for on the Disclosure of Ownership Form (DO NOT ATTACH OR SUBMIT COPIES WITHIN THE PROPOSAL SUBMITTAL- we will retrieve the necessary certificates from the successful proposer prior to contract execution).



7.0 ATTACHMENTS:

- 7.1 Attachment A:** SNRHA's Form of Proposal (Checklist);
- 7.2 Attachment B:** SNRHA's Disclosure of Ownership Form and Disclosure of Conflict of Interest Form
- 7.3 Attachment C: HUD & SNRHA's Solicitation Forms:**
 - 7.3.1** HUD Form 5369-A Representations, Certifications and Other Statement of Bidders;
 - 7.3.2** HUD 5369B *Instructions to Offerors, Non-Construction*;
 - 7.3.3** HUD 5370-C *General Conditions for Non-Constructions Contracts, Sections 1 & 2*;
 - 7.3.4** SNRHA's Drug-Free Workplace Certification,
 - 7.3.5** SNRHA's Authorization to Release Information,
 - 7.3.6** Non-Conclusive Affidavit
 - 7.3.7** HUD 90-23 Information Bulletin
 - 7.3.8** Practice and History of Employing Minorities and/or Women in Professional Positions;
- 7.4 Attachment D:** SNRHA's Section 3 Clause and Professional's Initial Response Form;
- 7.5 Attachment E:** Section 3 Businesses Seeking Section 3 Preferences;
- 7.6 Attachment F:** SNRHA's Sample Non-Construction Contract
 - 7.6.1** Sample of Task Orders issued by SNRHA
 - 7.6.2** Sample Proposed Fee Schedule issued to SNRHA for each assigned job;



ATTACHMENT A

FORM OF PROPOSAL

Submit under Tab 1 of Proposal



Proposal Submission and Format Checklist

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed proposal submittal)

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

X = ITEM INCLUDED	SUBMITTAL ITEMS [Submit Two (2) copies of bid proposal, including one (1) w/ original signatures and one (1) copy of the original proposal in the same format.
	Tab 1 Proposal Submission and Format Checklist (Attachment A); also all Addendums issued with this RFP
	Tab 2 Attachment C - Disclosure of Ownership and Disclosure of Conflict of Interest Forms; and Company :City/County Business Licenses, State of NV Contractor License; System for Award Management (SAM) proof of current registration Certifications, State of NV- Corporation in Good Standing Certificate, etc. IRS W9 form
	Tab 3 Specialized Knowledge & Technical Competence Service Plan to address the Scope of Service in Section 2 of the RFP. to organize files; Method and mode utilized
	Tab 4 Required HUD & SNRHA Forms (Attachment C)
	Tab 5 Managerial & Staff Qualification(Attachment: Company Resumes; Organizational Structure; Financial Viability (Financial Statement) and Relevant company experience.
	Tab 6 SNRHA's Section 3 Clause and Contractor Initial Response Form: (Attachment E)
	Tab 7 Company (Bidders) Equal Employment Opportunity Policy: MBE/WBE Certifications Optional Submission: Practice and History of Employing Minorities and/or Women in Professional Positions
	Tab 8 Section 3 Business Certificate (Optional Item) Note: Bidder must provide a Section 3 Business Certification under this Tab to be considered. (refer to Attachment F)
	Tab 9 Sub-Contractor /Joint Venture Information (If applicable):
	Tab 10 Any Other Information provided by Bidder (Optional)

SECTION 3 STATEMENT

Are you claiming a Section 3 Business Preference? YES___ or NO _____. If "YES," pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 8, **which priority are you claiming?** _____.

Addendum Log: All Addendum issued must be logged here as received:

Addendum#	Date

Acknowledgement of Receipt Initials: _____



Proposal Submission and Format Checklist

PROPOSER'S STATEMENT

The undersigned proposer states that by completing and submitting this Form and all other documents within this proposal, he/she is verifying that all information provided is, to the best of his/her knowledge, true and accurate, and that if the HA discovers that any information entered to be false, such shall entitle the HA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, the undersigned proposer is agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HA, including an agreement to execute the attached Sample Contract form. Pursuant to this RFP and all ensuing documents, the undersigned proposes to supply the HA with the services described for the fee(s) provided in this RFP submittal.

Submitted By

Company: (print)	
Name (print)	Title:(print)
Signature:	Date:

ATTACHMENT B

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

Submit under Tab 2 of Proposal



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

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

BACKGROUND REGISTRATION RECOMMENDATION:

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

REQUIRED INSURANCE POLICIES:

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

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

REQUIRED LICENSE INFORMATION:

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

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

CERTIFICATE HOLDER'S INFORMATION:

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

Send by mail: SNRHA, Procurement & Contracts | Post Office Box 1897 | Las Vegas, NV 89125
Or by email: procurement@snrha.org



JIM GIBBONS
Governor
ROBERT R. BARÉNGO
Chair, Nevada Tax Commission
DINO DICIANNO
Executive Director

STATE OF NEVADA
DEPARTMENT OF TAXATION

Web Site: <http://tax.state.nv.us>
1550 College Parkway, Suite 115
Carson City, Nevada, 89706-7937
Phone: (775) 684-2000 Fax: (775) 684-2020

LAS VEGAS OFFICE
Grant Sawyer Office Building, Suite 1300
555 E. Washington Avenue
Las Vegas, Nevada 89101
Phone: (702) 486-2300 Fax: (702) 486-2373

RENO OFFICE
4600 Kietzke Lane
Building L, Suite 235
Reno, Nevada 89502
Phone: (775) 688-1295
Fax: (775) 688-1303

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

EXEMPT ORGANIZATIONS

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

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



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Contracts & Purchasing
Fax: (702) 922-7050; TDD: (702) 387-1898

DISCLOSURE OF OWNERSHIP

INSTRUCTIONS: This form must be completed by the General/Prime Contractor, each Sub-contractor and Joint Venture Partnerships. Please provide copies of all Business Licenses, Articles of Incorporation, etc., and WBE, MBE Section 3, RBE Certifications with this form.

* REQUIRED FIELDS

*Company Name _____	*Address _____	
*City, State & Zip _____	*Telephone _____	Fax _____
*Primary Contact _____	*Title _____	
*Email Address _____	*Federal Tax Identification Number _____	DUNS # _____
*Business License Number _____	State of Nevada Contractor's License Number, If any _____	

NAME AND TITLE OF PRINCIPALS OF YOUR COMPANY AUTHORIZED TO SIGN ON ITS BEHALF
Please list additional principals on a separate sheet of paper.

*Name _____	*Title _____	% Owned _____
Name _____	Title _____	% Owned _____

***SUPPLIER DIVERSITY STATEMENT: IF YOU DO NOT COMPLETE THIS AREA, WE CANNOT ADD YOUR FIRM TO OUR ELIGIBLE LIST.** SNRHA receives federal funding; we **MUST** report to the government our supplier diversity efforts. This Information is used for coding and reporting purposes only and will not affect the ability of your firm to do business with our agency. **Resident (RBE) Minority (MBE) or Women-Owned (WBE) Business Enterprise** qualifies by virtue of **51%** or more of the ownership and active management by one or more of the following (check all that apply):

<input type="checkbox"/> Male Owned	<input type="checkbox"/> Public Held Corporation	<input type="checkbox"/> Government Agency	<input type="checkbox"/> Non-Profit Organization
<input type="checkbox"/> Woman Owned	<input type="checkbox"/> Caucasian American	<input type="checkbox"/> Native American	<input type="checkbox"/> Hispanic American
<input type="checkbox"/> Asian/Pacific	<input type="checkbox"/> Hasidic Jew	<input type="checkbox"/> Asian/Indian	<input type="checkbox"/> SNRHA Resident
<input type="checkbox"/> African American	<input type="checkbox"/> Veteran <input type="checkbox"/> Disabled	<input type="checkbox"/> W/MBE Certification# _____	
<input type="checkbox"/> SEC 3/RBE Certification # _____	<input type="checkbox"/> HUB ZONE Certification # _____		
<input type="checkbox"/> Small Business Certification # _____	<input type="checkbox"/> Emerging Small Business (ESB)	Tier 1 _____	Tier 2 _____

***DOES YOUR COMPANY RECEIVE A 1099?** YES . or NO .
***ARE YOU REGISTERED WITH SYSTEM FOR AWARD MANAGEMENT (SAM):** YES or NO If no, please visit WWW.SAM.GOV to register.
***ARE YOU REGISTERED WITH THE GOVERNOR'S EMERGING SMALL BUSINESS PROGRAM (ESB)** YES or NO If no, please do so at njackson@diversifynevada.com. Registering with this Program may provide more financial opportunities for your business.

***DEBARRED STATEMENT:** Has this firm or any principles ever been disbarred from providing any items or services by any local, state or federal governmental agency? YES or NO . If yes, please attach a full detailed explanation, including dates, circumstances and current status.

***DISCLOSURE STATEMENT:** Does/has this firm or any principal have/had any personal or professional relationship with any commissioner or officer of the SNRHA? YES or NO If yes, please attach a full detailed explanation, including dates, circumstances and current status.

The undersigned hereby affirms that he/she is empowered to sign this form and requests that the above-noted firm be added to the SNRHA's list of firms eligible to do business with the SNRHA. The undersigned further affirms that, to the best of his/her knowledge, the above information is current and accurate, and acknowledges on behalf of the noted firm that the non-response of two (2) consecutive invitations to provide quotes/bids/proposals by the SNRHA will give the SNRHA the right to remove that firm from its list of eligible firms.

INSURANCE: Copy of insurance certificate must be provided immediately upon Notice of Award of contract, naming the SNRHA as the Certificate Holder and as an additional insured regarding General Liability.

General Liability Insurance Policy # and Carrier: _____
 Workman's Compensation Policy # and Carrier: _____
 Automobile Liability Insurance Policy # and Carrier: _____

Signature _____ Date _____ Printed Name _____



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

Contracts & Purchasing

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

KEY PERSONNEL

INSTRUCTIONS:

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

Name:	Title

NAME: _____

SIGNATURE: _____

DATE: _____



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Contracts & Purchasing
Fax: (702) 922-7050; TDD: (702) 387-1898

DISCLOSURE OF CONFLICT OF INTEREST

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

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



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- 1.2.4 Any employee of the PHA who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner.
- 1.2.5 Any public official, member of the local governing body, or State or local legislator, or any member of such individuals' immediate family, who exercises functions or responsibilities with respect to the project(s) of the PHA. (Note: For additional important provisions see Section 19 of the ACC)
- 1.2.6 No present or former PHA employee, officer, or agent shall engage in selling or attempting to sell supplies, services, or construction to the PHA for one year following the date such employment ceased (see Sections 515 of the old ACC, form HUD-53011, dated 11/69, and Section 19 of the new ACC, form HUD-53012A, dated 7/95). The term "sell" means signing a bid or proposal, negotiating a contract, contacting any PHA employee, officer, or agent for the purpose of obtaining, negotiating, or discussing changes in specifications, price, cost allowances, or other terms of a contract; settling contract disputes; or any other liaison activity with a view toward the ultimate consummation of a sale, although the actual contract is negotiated by another person.

1.3 The undersigned hereby confirms and attest that he/she is empowered to sign this form and further affirms that, to the best of his/her knowledge there is or is not an apparent Conflict of Interest.

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

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

PERSON NAME	TITLE	RELATIONSHIP

I certify that the above information is true.

Name: <i>(print)</i>	Title:
Signature:	Date:

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

	Social security number [] [] [] - [] [] - [] [] [] []
	OR
	Employer identification number [] [] - [] [] [] [] [] [] [] []

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

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

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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



How to register your entity to be eligible for CONTRACTS in SAM:

Before you register, you need to know the following:



What is an Entity?

In SAM, your company/business/organization is now referred to as an "Entity."

- REGISTERING IN SAM IS FREE.
- If you were registered in CCR, your company's information is already in SAM. You just need to set up a SAM account. See the "Migrating Roles" Quick Start Guide.



Your Entity's DUNS Number

You need a DUNS to register your entity in SAM.

- If you do not have a DUNS number, you can request a DUNS number for free by visiting D&B at <http://fedgov.dnb.com/webform>.
- It takes 1-2 business days to obtain a DUNS.



Your Entity's Taxpayer Identification Number (TIN)

You need your entity's Tax ID Number (TIN) and taxpayer name (as it appears on your last tax return). Foreign entities that do not pay employees within the U.S. do not need to provide a TIN.

- A TIN is an Employer Identification Number (EIN) assigned by the Internal Revenue Service (IRS).
- Sole proprietors may use their Social Security Number (SSN) assigned by the Social Security Administration (SSA) if they do not have a TIN, but please be advised it will not be treated as privacy act data in SAM.
- To obtain an EIN visit: www.irs.gov/businesses/small/article/0,,id=102767,00.html
- Activating a new EIN with the IRS takes 2-5 weeks.



Steps For Registering Your Entity in SAM

1. Go to www.sam.gov
2. Create a Individual Account and Login
3. Click "Register New Entity" under "Register/Update Entity" on your "My SAM" page
4. Select your type of Entity
5. Select "Yes" to "Do you wish to bid on contracts?"
6. Complete "Core Data"
 - ✓ Validate your DUNS information
 - ✓ Enter Business Information (TIN, etc.)
 - ✓ Enter CAGE code if you have one. If not, one will be assigned to you after your registration is completed. Foreign registrants must enter NCAGE code.
 - ✓ Enter General Information (business types, organization structure, etc)
 - ✓ Financial Information (Electronic Funds Transfer (EFT) Information)
 - ✓ Executive Compensation
 - ✓ Proceedings Details
7. Complete "Assertions"
 - ✓ Goods and Services (NAICS, PSC, etc.)
 - ✓ Size Metrics
 - ✓ EDI Information
 - ✓ Disaster Relief Information
8. Complete "Representations and Certifications"
 - ✓ FAR Responses
 - ✓ Architect-Engineer Responses
 - ✓ DFARS Responses
9. Complete "Points of Contact"
10. Your entity registration will become active after 3-5 days when the IRS validates your TIN information.

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



Go to Our Website: www.sam.gov



Contact the SAM Help Desk: www.fsd.gov

ALL COMPANIES ARE REQUIRED TO REGISTER ON SAM.GOV PRIOR TO DOING BUSINESS WITH THE HOUSING AUTHORITY.



Quick Start Guide for Migrating Roles

Helpful Information

What is an Entity

In SAM, your company/business/organization is now referred to as an "Entity."

- All of your entity's data in the legacy systems (CCR, ORCA, EPLS, FedReg) will be migrated to SAM. You can migrate your individual roles upon logging into your SAM account.

Your Roles Will Migrate to SAM

You will have the same access to your data in SAM that you had in the legacy systems.

- You will need to create a new username and password that will work with all your migrated roles.

Access to Your Legacy Email Accounts

To migrate your legacy account (CCR, FedReg, or EPLS), you need the email address used for your legacy account.

- SAM uses your legacy email address to validate who you are.

Steps for Migrating Roles from CCR, EPLS and FedReg

- Go to www.sam.gov
- Create an Account (choose "Individual Account" at the prompt). Your CCR username and password will not work in SAM. You must create an individual account in SAM at www.sam.gov.
- Activate the account by clicking on the link in the email SAM will send you. Please log in to sam.gov when prompted.
- Migrate your account permissions from CCR.
- After migrating your account, log back into SAM to complete the process.
- Click on Register/Update Entity.
- Click on Complete Registrations.
- Select the entity you need to update.
- Click on Update and begin the process of updating your record.
- Complete the process, or click Submit. You will see a "congratulations" message on the screen when you successfully submit your registration.

Please note that U.S. registrations must go through TIN/EIN validation with the IRS, and all registrations must go through CACF validation with the Defense Logistics Agency, just as they did in CCR. These processes typically take approximately three to five business days. We encourage you to begin your update well before your expiration date, to allow time for these two external processes.

ATTACHMENT C

HUD FORMS & SNRHA FORMS

HUD 5369B Instructions to Offerors, Non-Construction; (*For your File*)

**HUD 5370-C General Conditions for Non-Constructions Contacts,
Sections 1 & 2; (*For your File*)**

SNRHA's Drug-Free Workplace Certification (*Submit w/Proposal-Tab 3*)

SNRHA's Authorization to Release Information (*Submit w/Proposal-Tab 3*)

Non-Conclusive Affidavit (*Submit w/Proposal Tab 3*)

HUD 90-23 Information Bulletin (*Submit w/Proposal-Tab 3*)

**Practice and History of Employing Minorities and/or Women in
Professional Positions (*Optional Submission*) Tab 7**

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
(b) Impair the bidder's objectivity in performing the contract work.
[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, *except for disputes arising under clauses contained in Section III, Labor Standards Provisions*, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

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

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

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

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of

recovered materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

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

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

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

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a)The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The [contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b)The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c)The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d)The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e)The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f)The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1.The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i.Recruitment, advertising, and job application procedures;
- ii.Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii.Rates of pay or any other form of compensation and changes in compensation;
- iv.Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v.Leaves of absence, sick leave, or any other leave;
- vi.Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii.Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii.Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix.Any other term, condition, or privilege of employment.

2.The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3.In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4.The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

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

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of

recovered materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

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

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

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

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

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

Place of performance (street, address, city, county, state, zip code)

By: _____
General Contractor

ATTEST

Name (print): _____

Signature Date



AUTHORIZATION TO RELEASE INFORMATION

(RETURN UNDER TAB 5 OF YOUR PROPOSAL)

Date: _____

Attn: Wanda Beckett
Contracts Administrator
Southern Nevada Regional Housing Authority (SNRHA)

RE: References

To Whom It May Concern:

We, _____, are currently participating as the Contractor or Subcontractor with _____ in responding to the noted Solicitation Invitation for Bids (IFB) or Request for Proposals, (RFP) with the Southern Nevada Regional Housing Authority (SNRHA).

We understand the Housing Authority is assessing the contract performance records of the Bidder/Contractor and its proposed Subcontractor(s). To facilitate and enhance the performance assessment process, we are signing this Authorization to Release Information granting our permission to release and discuss our company's present and past performance information with SNRHA Procurement and Contracts Department during the Evaluation/Selection process.

By signing below I attest I am the individual who has the authority to sign for and legally bind the company. I authorize and acknowledge both the release and discussion of present and past performance information with the SNRHA as indicated above.

Company Name: _____

Signature _____ Title: _____

Printed Name: _____

License or DUN Number: _____



**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
NON-COLLUSIVE AFFIDAVIT**

STATE OF ()

COUNTY OF ()

_____, being first duly sworn, deposes and says: That he/she is the party making the foregoing proposal or bid and that such proposal or bid is genuine and not collusive or; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price of affiant or of any other bidder or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said bid/proposal are true.

SIGNATURE OF:

BIDDER, if the bidder is an Individual

PARTNER, if the bidder is a Partnership

OFFICER, if the bidder is a Corporation

SUBSCRIBED and SWORN to before me this _____ day of _____, 20____.

NOTARY PUBLIC

HUD INFORMATION BULLETIN 90-23

Page 1 of 2

1. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

- a. The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- b. In the event of any claim or suit against the SNRHA on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the SNRHA, when requested by the Contracting Officer, all evidence and information in possession of the contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the SNRHA except where the contractor has agreed to indemnify the SNRHA.
- c. The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architects-engineer subcontracts) and those for material, expected to exceed the Small Purchases threshold.

2. CLEAN AIR AND WATER CERTIFICATION

The Contractor certifies that:

- a. Any facility to be used in the performance of this proposed contract is _____ / is not _____ listed on the Environmental Protection Agency List of Violating Facilities;
- b. The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication for the Administrator, or a designee, or the Environmental Protection Agency, indicating that any facility that the Offeror proposed to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- c. The Contractor will include a certification substantially the same as this certification, including this paragraph (c) in every nonexempt subcontract.

3. CLEAN AIR AND WATER

"Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.).

"Clean Air standards," as used in this clause, means:

- (1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements combined in, issued under, or otherwise adopted under the Air Act or Executive Order 11738.
- (2) An applicable implementation plan as described in Section 1109d of the Air Act (41 U.S.C. 7401d)
- (3) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or (d)); or
- (4) An approved implementation procedure under section 1129(d) of the Air Act (42 U.S.C. 7412(d))

HUD INFORMATION BULLETIN 90-23

"Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C.1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317)

"Compliance," as used in this clause, means compliance with:

- (1) Clean air or water standards; or
- (2) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

"Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or subcontract, used in the performance of a contract or subcontract. When a location or site shall be deemed a facility except when the Administrator, or a designee, or the Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

"Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.).

b. The Contractor agrees:

- (1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirement specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;
- (2) That no portion of the work as required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;
- (3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and
- (4) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph(b)(4).

4. ENERGY POLICY AND CONSERVATION ACT

The Contractor must meet the mandatory energy efficiency standards as required by the Energy Policy and Conservation Act (Pub.L.94-16). The "Covered product" shall meet the highest energy efficiency requirements in accordance with industry performance standards. "Covered product" means a consumer product such as central air conditions, freezers, furnaces, and water heaters. Copies of standards can be obtained from the list identified in the SNRHA's project manual, dated December 1989, page 01090-4 under the trade association names and titles section.

Signature

Printed Name

Date



PRACTICE AND HISTORY OF EMPLOYING MINORITIES AND/OR WOMEN IN PROFESSIONAL POSITIONS

OPTIONAL SUBMISSION -TO BE COMPLETED AND RETURNED WITH YOUR PROPOSAL SUBMITTAL
WITH YOUR EQUAL EMPLOYMENT OPPORTUNITY STATEMENT OR POLICY

IT IS INTENDED THAT THE FOLLOWING INFORMATION, FULLY COMPLETED, WILL SATISFY EVALUATION CRITERIA
DETAILED WITHIN THE RFP.

TARGET GROUP	TOTAL NUMBER OF EMPLOYEES IN EACH TARGET GROUP EMPLOYED BY YOUR FIRM
AFRICAN AMERICAN MALE	
AFRICAN AMERICAN FEMALE	
NATIVE AMERICAN (AMERICAN INDIAN) MALE	
NATIVE AMERICAN (AMERICAN INDIAN) FEMALE	
HISPANIC AMERICAN MALE	
HISPANIC AMERICAN FEMALE	
ASIAN/PACIFIC AMERICAN MALE	
ASIAN/PACIFIC AMERICAN FEMALE	
HASIDIC JEW AMERICAN MALE	
HASIDIC JEW AMERICAN FEMALE	
ASIAN INDIAN AMERICAN MALE	
ASIAN INDIAN AMERICAN FEMALE	
CAUCASIAN WOMAN	
DISABLED VETERAN	
TOTAL NUMBER OF ALL EMPLOYEES AT YOUR FIRM INCLUDING CAUCASIAN MALES	

THE UNDERSIGNED REPRESENTATIVE OF THE NOTED COMPANY HEREBY CERTIFIES THE ABOVE LISTED INFORMATION
TO BE TRUE AND CORRECT.

SIGNATURE

DATE

PRINTED NAME

COMPANY

ATTACHMENT D

SNRHA Section 3 Clause and Professional's Initial Response Form

This form is required with the submittal.

For Information on Section 3, contact the Section 3 Coordinator:

Johnny Shaw, Procurement Manager
SNRHA -Procurement Dept.

340 N. 11th Street

Las Vegas, NV 89101

Phone: 702-477-3146 Email: jshaw@sivrha.org

24 CFR PART 75 - SNRHA SECTION 3 CLAUSE

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

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

ACKNOWLEDGE 67ACCEPTANCE & RECEIPT:

PRINT NAME

DATE

SIGNATURE

SECTION 3 – CONTRACTOR INITIAL RESPONSE

Company Name (Contractor) Contact Person

Address

City State Zip Code

Phone Fax E-mail

SECTION 3 COMMITMENT

To meet the requirements of Section 3 of the Housing Act of 1968 [12 U.S.C. 1701u], as amended, the terms of the contract, and pursuant to Southern Nevada Regional Housing Authority's (SNRHA's) policies outlined in the Section 3 Policy dated July 13, 2016, please answer the following questions;

- Do you expect to create any new full time employment opportunities during the period while under contract with SNRHA? _____
- If **yes**, of the full time employment opportunities that are created, how many will result in the direct hiring of Section 3 eligible SNRHA's Public Housing residents, Housing Choice Voucher participants and/or low income persons within Clark County (determined by HUD's criteria for low income)? _____
- If **no**, what is your plan to create other employment and training opportunities in order to comply with Section 3 requirements?

Upon award of the contract, the contractor will meet with SNRHA to develop the Section 3 Plan specific to the contract, including scheduled progress and compliance deadlines.

Signature

Date

ATTACHMENT E

Section 3 Businesses Seeking Section 3 Preferences (Optional Submission)

For Information on Section 3, contact the Section 3 Coordinator:
Johnny Shaw, Procurement Manager
SNRHA -Procurement Dept.
340 N. 11th Street
Las Vegas, NV 89101
Phone: 702-477-3146 Email: jshaw@sivrha.org



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

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

TYPE OF BUSINESS: Corporation Partnership Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

FOR BUSINESS CLAIMING STATUS AS A SECTION 3 RESIDENT-OWNED ENTERPRISE

Copy of resident lease Other evidence Copy of evidence of participation in a public assistance program

For the business entity as applicable:

- Copy of Articles of Incorporation
- Assumed Business Name Certificate
- List of owners/stockholder and % of each
- Latest Board minutes appointing officers
- Organization chart with names and titles and brief functional statement
- Certificate of Good Standing
- Partnership Agreement
- Corporation Annual Report
- Additional documentation

**FOR BUSINESS CLAIMING SECTION 3 STATUS BY SUBCONTRACTING 25% OF THE DOLLAR
AWARDED TO QUALIFIED SECTION 3 BUSINESS**

List of subcontracted Section 3 business and subcontract amount
 Copy of certification from City of Las Vegas or Clark County

**FOR BUSINESS CLAIMING SECTION 3 STATUS, CLAIMING AT LEAST 30% OF THEIR
WORKFORCE ARE CURRENTLY SECTION 3 RESIDENTS OR WERE SECTION 3 ELIGIBLE
RESIDENTS WITHIN 3 YEARS OF DATE OF FIRST EMPLOYMENT WITH THE BUSINESS**

List of all current full time employees List of all employees claiming Section 3 status
 PHA Residential lease (less than 3 years from date of employment) Other evidence of Section 3 status (less than 3 years from date of employment)

**EVIDENCE OF ABILITY TO PERFORM SUCCESSFULLY UNDER THE TERMS AND CONDITIONS
OF THE PROPOSED CONTRACT**

Current financial statement List of owned equipment
 Statement of ability to comply List of all contracts for the past 2 years with public policy

Corporate Seal

Authorizing Name and Signature

Notary

Title

My term expires: _____



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

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

Priority 1

Category 1a Business

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

Priority 2

Category 1b Business

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

Priority 3

Category 2a Business

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

Priority 4

Category 2b Business

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

Priority 5

Category 3 Business

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

Priority 6

Category 4a Business

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

Priority 7

Category 4b Business

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

Eligibility for Preference

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

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

- the section 3 covered contract to be awarded with sufficient specificity;
- the time within which quotations must be submitted; and
- the information that must be submitted with each quotation.

(B) If the method described in paragraph (i)(A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation that provided the prices is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

(ii) Award. (A) Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

(B) Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotation shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provisions of preference for

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

(2) *Procurement by sealed bids (Invitations for Bid)*. Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:

(i) Bids shall be solicited from all businesses (section 3 business concerns, and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid-

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

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

(ii) if no responsive bid by section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) *Procurement under the competitive proposals method of procurement (Request for Proposals (RFP))*. (i) For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36 (d)(3)), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for section 3 business concern and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for

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

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

Dated: June 27, 1994.

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

Office of the Secretary
24 CFR Subtitle A and Parts 92, 219, 280, 570, 572, 574, 576, 583, 882, 889, 890, 905, 961 and 963.

[Docket No. R94-1678; FR-3536 F-01]
RIN 2501-AB64

Economic Opportunities for Low- and Very Low-Income Persons-Conforming Amendments

AGENCY: Office of the Secretary, HUD

ACTION: Final Rule

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



ATTACHMENT F

FOR YOUR INFORMATION

SNRHA Sample Non-Construction Contract

Sample of Task Orders issued by SNRHA

Sample Proposed Fee Schedule
(Issued to SNRHA for each assigned job)



**CONTRACT BETWEEN
THE SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
AND**

INTRODUCTION

This contract by and between the Southern Nevada Regional Housing Authority (hereinafter the "SNRHA") and _____ (hereinafter "the Contractor") is hereby entered into this _____ day of _____, 2010.

Services pursuant to this contract shall begin on the _____ day of _____, 2010, and shall end on the _____ day of _____, 2011, unless otherwise extended, modified, terminated or renewed by the parties as provided for within this contract. Unless otherwise detailed herein, all references to "days" shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday or legal holiday, then the period of time shall be automatically extended to include the next work day). Also, whenever the term "herein" is referred to, such refers to this contract and all listed or attached appendices.

1.0 Definitions:

1.1 Procurement Director (PD): The SNRHA Procurement Director

1.2 Request For Proposals (RFP): A competitive solicitation process conducted by the SNRHA wherein award was completed to the top-rated responsive and responsible bidder.

2.0 Services and Payment:

2.1 Scope of Services: The services provided pursuant to this contract generally consist of _____ the SNRHA various facilities as described herein and within Appendices 4 and 5. Said services shall be provided on the dates and times determined by the SNRHA at the designated SNRHA communities and facilities.

2.2 Provision of Additional Services (Task Orders): The Contractor shall not begin any specific assigned task orders (work) without the receipt of a completed Contract Task Order Form (CTOF) from the authorized SNRHA representative. This shall be completed as follows:

2.2.1 The SNRHA shall complete all information within the upper portion of this Form (where stated "To be completed by the SNRHA") and deliver the Form to the Contractor (typically by fax);

2.2.2 Within 5 days of receipt of the CTOF, the Contractor shall complete all information within Section "B", "Contractor's Acknowledgment" portion, paying special attention to number 2 (date assigned work will begin) and number 5 (completion date of work) and return the completed Form (typically, by fax) to the SNRHA staff person that delivered the Form to the Contractor; and

2.2.3 Once the assigned work is completed the SNRHA representative shall complete the bottom "Performance Evaluation" portion of the Form and deliver the entire completed Form to the SNRHA Contracts & Purchasing Office.

2.3 Cost/Value of Services:

2.3.1 Labor Costs: The cost of the services provided pursuant to this contract shall be provided by the Contractor at the costs identified within Appendix No. 6, which costs were arrived at by negotiation between the SNRHA and the Contractor.



2.3.2 Contract Value: The total Not-To-Exceed (NTE) value of this contract is:

\$ _____

The Contract exceeds the above-stated NTE rate at its own risk.

2.4 Billing Method:

2.4.1 To receive payment for services rendered pursuant to this contract the Contractor shall submit a fully completed invoice for work previously performed to:

**Southern Nevada Regional Housing Authority
Attn: Accounts Payable
Post Office Box 1897
1.1.1.1 Las Vegas, NV 89125**

2.4.2 At a minimum, the invoice shall detail the following information:

2.4.2.1 Unique invoice number;

2.4.2.2 Contractor's name, address and telephone number;

2.4.2.3 Date of invoice and/or billing period;

2.4.2.4 Applicable SNRHA Contract No. C _____;

2.4.2.5 Applicable SNRHA Purchase Order No.;

2.4.2.6 Total dollar amount being billed; and

2.4.2.7 The full detail of the services rendered, including quantities and rates as detailed within the preceding Section 2.3.1 herein, may be contained within each Task Order. The invoice submitted may be a fixed price corresponding to the total of each Task Order.

2.4.3 The SNRHA will pay each such properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this contract.

2.4.4 Applicability of the Task Order Basis to a Requirements Contract:

2.4.4.1 Unless otherwise stated within the RFP/IFB/bid documents or herein, this contract shall be considered to be a Requirements Contract (RC) with work ordered on a task order basis; meaning, the SNRHA does not at this time know the exact total of all work it will award to the Contractor pursuant to this contract, but the SNRHA will order additional work on an as-needed basis.



2.4.4.2 The SNRHA reserves the right to order any quantity of work pursuant to this contract, which means that the SNRHA is not agreeing to a definitive minimum and/or maximum amount of work that may be ordered, either on an individual order basis or in total, other than those amounts that are set herein as a result of the following 2.4.4.3.

2.4.4.3 The minimum and/or maximum amount of work ordered shall be determined by:

2.4.4.3.1 the SNRHA's needs in the area(s) that the contract applies to; and/or

2.4.4.3.2 the funds available for these services on a Board-approved SNRHA budget and as listed within this contract within the preceding 2.3.2; and

2.4.4.3.3 in no case shall the total of work ordered pursuant to this contract exceed either of the amounts referred to within the preceding 2.4.4.3.2.

3.0 SNRHA's Obligations: Pursuant to this contract, the SNRHA agrees to provide the specific services detailed herein and also shall be responsible for the following:

3.1 Agree to pay each properly completed invoice within 30 days of receipt;

3.2 Agree to provide and make available the appropriate documentation and assistance needed and/or requested by the Contractor to perform the services of this contract.

4.0 Contractor's Obligations: Pursuant to this contract, the Contractor agrees to provide the specific services detailed herein and within Appendix No. 5 and shall also be responsible for the following:

4.1 Supervision and Oversight: The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel that are assigned to the SNRHA work pursuant to this contract;

4.2 Qualified Personnel: The Contractor warrants and represents that it will assign only qualified personnel to perform the services. For the purposes of this contract, the term "qualified personnel" shall mean those personnel that are experienced and/or trained in the manner described within this contract and, as proposed by the Contractor within its proposal or as provided by the Contractor during the Contractor's normal conduct of business;

4.3 Insurance Requirements:

4.3.1 The complete indemnity requirements are detailed within Section 12.19 herein.

4.3.2 In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:

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



4.3.2 Policy of Professional Liability insurance coverage or Errors and Omissions coverage with a minimum of \$2,000,000 per occurrence and a minimum of \$1,000,000 aggregate, with a deductible of not greater than \$1,000;

4.3.3 Evidence of Automobile Liability insurance, with a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than of \$50,000 per occurrence, \$100,000 aggregate and medical coverage of at least \$5,000; and

4.3.4 Appropriate worker's compensation coverage.

4.3.3 The Contractor shall provide to the SNRHA with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the SNRHA as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof.

4.3.4 Insurance certificate(s)/endorsement(s) shall be delivered to:

Wanda Beckett
Southern Nevada Regional Housing Authority
Post Office Box 1897
Las Vegas, NV 89125

4.4 **Licensing:** The Contractor shall also provide to the SNRHA copies of any required current City, State and/or Federal licenses. Failure to maintain these licenses in a current status during the term(s) of this contract shall constitute a material breach thereof.

4.5 **Financial Viability and Regulatory Compliance:**

4.5.1 The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding federal, state or local taxes or business assessments.

4.5.2 Contractor agrees to promptly disclose to the SNRHA any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to the SNRHA in writing within 5 days of such notification received will constitute a material breach of this contract.

4.5.3 The Contractor further agrees to promptly disclose to the SNRHA any change of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this contract.

5.0 **Assignment of Contract:** This contract shall not be assigned or transferred by either party without the written consent of the other party.

6.0 **Modification:** This contract shall not be modified, revised, amended or extended except by written addendum, executed by both parties.

7.0 **Severability:** The invalidity of any provision of this contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.



8.0 Applicable Laws:

- 8.1 Compliance with Federal and State Laws:** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.
- 8.2 Section 3 Requirements:** The SNRHA has adopted a scale (See Appendix 2) for hiring that is used on all construction, service and professional contracts that contain a labor component as *referenced HUD Act of 1968, as amended, 12 U. S. C. 170 u.* All Section 3 covered contracts shall include the following clause (referred as to the Section 3 Clause):
- 8.2.1** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - 8.2.2** The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - 8.2.3** The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - 8.2.4** The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - 8.2.5** The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - 8.2.6** Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - 8.2.7** With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.



Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8.3 Jurisdiction of Law: The laws of the State of Nevada shall govern the validity, construction and effect of this contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Clark County, Nevada is the appropriate forum for any action relating to this contract. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party.

8.0 Notices, Invoices and Reports:

9.1 All notices, reports and/or invoices submitted to the SNRHA by the Contractor pursuant to this contract shall be in writing and delivered to the attention of:

**Southern Nevada Regional Housing Authority
340 North 11th Street, Suite 100
Las Vegas, NV 89101
702-922-7020**

or, if appropriate, faxed to: **922-_____**.

9.2 All notices submitted to the Contractor pursuant to this contract shall be in writing and mailed to the attention of:

or, if appropriate, shall be faxed to: _____.

9.0 Disputes:

10.1 Disputes: In the case of any contractual dispute not identified within the preceding Section 10.1 that cannot be settled through discussions and/or negotiations between the SNRHA and the Contractor shall be settled as provided for within Appendix I; Section I, No. 7 (a-e).

10.0 24 CFR 85.36(i), Procurement: Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the SNRHA and the Contractor each agree to comply with the following provisions:

11.1 Remedies for Contract Breach: Pertaining to contract-related issues, it is the responsibility of both the SNRHA and the Contractor to communicate with each other clearly and thoroughly. Dissatisfaction by either party must be communicated in writing, fully detailing the issue and requested corrective action. The SNRHA has the right to issue unilateral addendums to this contract; the Contractor does not have this right. Within 10 days the party receiving the written notice of dissatisfaction shall respond in writing to the other party.

10.1.1 Procedures regarding Contractor performance issues: If the Contractor is in material breach of the contract, the SNRHA may promptly invoke the termination clause, pursuant Appendix I; Section 3 a-e, attached hereto.



- 10.1.2** Prior to termination, the SNRHA may choose to warn the Contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such warning may include placing the Contractor on probation, thereby giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. The SNRHA shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the Contractor does not agree with such action, the Contractor shall have ten 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the SNRHA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the SNRHA's alleged incorrect action(s).
- 10.1.3** After termination, if the Contractor does not agree with the SNRHA's justification for the termination, the Contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the SNRHA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the SNRHA's alleged incorrect action(s).
- 10.1.4** The response to any protest or dispute pertaining to this contract shall be conducted in accordance with Section 10.0 herein.
- 10.1.5** All rights and remedies granted to SNRHA herein and any other rights and remedies which SNRHA may have at law and in equity are hereby declared to be cumulative and not exclusive. The fact that SNRHA may have exercised any remedy without terminating this contract shall not impair SNRHA's rights thereafter to terminate or to exercise any other remedy herein granted, or to which SNRHA may be otherwise entitled.
- 10.2 Termination For Convenience and Default:** As detailed within Appendix I; Section I, No. 3 (a-e), attached hereto.
- 10.3 Executive Order 11246:** For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
- 10.4 Copeland "Anti-Kickback" Act:** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 10.5 Davis-Bacon-Act:** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 10.6 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act:** For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 10.7 Reporting:** Both parties hereby agree to comply with any reporting requirements that may be detailed herein.
- 10.8 Patent Rights:** Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.



10.9 Copy Rights/Rights in Data: The SNRHA has unlimited rights to any data, including computer software, developed by the Contractor in the performance of the contract specifically:

- 10.9.1** Except as provided elsewhere in this clause, the SNRHA shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for proprietary computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or proprietary computer software.
- 10.9.2** The Contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or proprietary computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.
- 10.9.3** For data first produced in the performance of this contract, the Contractor may establish, without prior approval of the SNRHA Procurement Director (PD), claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The Contractor grants the SNRHA and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the SNRHA.
- 10.9.4** The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains copyright notice, unless the Contractor identifies such data and grants the SNRHA a license of the same scope as identified in the preceding paragraph.
- 10.9.5** The SNRHA agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this contract are improperly marked, the SNRHA may either return the data to the Contractor, or cancel or ignore the markings.
- 10.9.6** The Contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the Contractor's obligations under this contract.
- 10.9.7** Notwithstanding any provisions to the contrary contained in the Contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been proposed prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the Contractor agrees the SNRHA shall have the rights set forth below to use, duplicate, or disclose any proprietary computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing contract, shall be subject to the following procedures.
- 10.9.8** The proprietary computer software delivered under this contract may not be used, reproduced, or disclosed by the SNRHA except as provided below or as expressly stated otherwise in this contract. The proprietary computer software may be: used or copied for



use in or with the computer(s) for which it was acquired, including use at any SNRHA location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, proprietary computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.

11.10 Access to Records: Both parties hereby agree that the Contractor will make available to the SNRHA, HUD, the Comptroller General of the United States, or any of their duly authorized representatives (including retained auditors), any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

11.11 Record Retention: The Contractor further agrees that he/she shall retain all such records pertaining to this contract for a period of not less than 3 years after final payment, the completion of any services provided pursuant to this contract, or after all pending matters are closed.

11.12 Clean Air Act: For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

11.13 Energy Policy and Conservation Act: Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

12 Debarment and Suspension. Contractor agrees, by submitting this bid, to include this clause without modification in all lower tier transactions, solicitations, bids, contracts and subcontracts.

12.1 By execution of this Contract with the SNRHA, the Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19610-19211), and any relevant program-specific regulations.

12.2 Contractor acknowledges and agrees that, pursuant to Federal Acquisition Regulation ("FAR") 9.406-2, the SNRHA has discretion to suspend and/or debar contractor from conducting future business with the SNRHA for contractor's commission of the offenses outlined in FAR 9.406-2, including, but not limited to, violation of any applicable Federal law, commission of fraud, embezzlement and/or theft, receipt of stolen property, use of inappropriate construction materials, repeated contract violations and recurrent re-inspections. The SNRHA's right to suspend and/or debar contractor is in addition to the SNRHA's right to assess the monetary penalties outlined in Section 12.2.1.

12.2.1 Contractor acknowledges and agrees that the SNRHA may assess a monetary penalty for a third, and any subsequent, inspection caused by Contractor's negligence or willful disregard in failing to complete Contractor's scope of work by the initial, or secondary, inspection date assigned by the SNRHA or any other local or state governing body. The penalty for a third, and any subsequent, inspection shall be a \$200 re-inspection appointment fee plus a \$75 per hour services fee plus any overtime fees, if applicable. The monetary penalty shall be paid by Contractor to the SNRHA, or deducted by the SNRHA from the contractor's owed balance under the contract.

11.0 Debarment and Suspension. Contractor agrees, by submitting this bid, to include this clause without modification in all lower tier transactions, solicitations, bids, contracts and subcontracts.



- 11.1 By execution of this Contract with the SNRHA, the Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19610-19211), and any relevant program-specific regulations.
- 11.2 Contractor acknowledges and agrees that, pursuant to Federal Acquisition Regulation ("FAR") 9.406-2, the SNRHA has discretion to suspend and/or debar contractor from conducting future business with the SNRHA for contractor's commission of the offenses outlined in FAR 9.406-2, including, but not limited to, violation of any applicable Federal law, commission of fraud, embezzlement and/or debar contractor is in addition to the SNRHA's right to assess the monetary penalties outlined in Section 12.2.1.
- 11.3 Contractor acknowledges and agrees that the SNRHA may assess a monetary penalty for a third, and any subsequent, inspection caused by Contractor's negligence or willful disregard in failing to complete Contractor's scope of work by the initial, or secondary, inspection date assigned by the SNRHA or any other local or state governing body. The penalty for a third, and any subsequent, inspection shall be a \$200 re-inspection appointment fee plus a \$75 per hour services fee plus any overtime fees, if applicable. The monetary penalty shall be paid by Contractor to the SNRHA, or deducted by the SNRHA from the contractor's owed balance under the contract.

12.0 Additional Considerations:

12.1 Right of Joinder Pursuant to NRS 332.195:

- 12.1.1 Any political subdivision within the State of Nevada may be granted the privilege of joining the awarded contract, only at the option of the Contractor. If the Contractor so grants such a privilege, the terms and conditions of the RFP/IFB documents, including the ensuing contract, may be passed on to the joining political subdivision by the Contractor.
- 12.1.2 The Contractor shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the Contractor allows another political subdivision to join the SNRHA contract, it is expressly understood that the SNRHA shall in no way be liable for the joining political subdivision obligations to the Contractor in any manner whatsoever.

12.2 Non-Escalation: Unless otherwise specified within the RFP/IFB documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

12.3 Funding Restrictions and Order Quantities: The SNRHA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the SNRHA, if:

- 12.3.1 funding is not available;
- 12.3.2 legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or
- 12.3.3 the SNRHA's requirements in good faith change after award of the contract.

12.4 Permits: Unless otherwise stated in the contract documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this contract, whether or not they are known to either the SNRHA or the Contractor at the time of the contract execution, shall be the sole responsibility of the Contractor and any costs that were submitted by the Contractor in response to



the contract shall reflect all costs required by the Contractor to procure and provide such necessary permits.

- 12.5 Taxes:** All persons doing business with the SNRHA are hereby made aware that the SNRHA is exempt from paying Nevada State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- 12.6 Government Standards:** It is the responsibility of the proposer to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NOSHA) and environmental control (EPA and Clark County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 12.7 Freight On Bill and Delivery:** All costs submitted by the proposer shall reflect the cost of delivering the proposed items and/or services to the location(s) specified within the RFP/IFB documents or within the contract.
- 12.7.1** The Contractor agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the Contractor. Upon default, the Contractor agrees that the SNRHA may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.
- 12.8 Backorders:**
- 12.8.1** The PD must be notified by the contractor within 10 days of the following:
- 12.8.1.1** Any and all backordered materials;
 - 12.8.1.2** Any incomplete services; and
 - 12.8.1.3** The estimated delivery date.
- 12.8.2** Unless otherwise stipulated in the contract, any order that will take more than a maximum of 10 days past the original agreed upon delivery date, may at the option of the SNRHA, be canceled and ordered from another source, if, in the opinion of the SNRHA PD, it is in the best interests of the SNRHA to do so.
- 12.9 Communication:** If during the period of the contract, it is necessary that the SNRHA place toll or long distance telephone calls or telegrams in connection therewith (for complaints, adjustments, shortages, failure to deliver, etc.), it is understood that the apparent Contractor and/or Contractor may, at the discretion of the SNRHA, bear the charge or expense for all such calls and/or telegrams.
- 12.10 Work on SNRHA Property:** If the Contractor's work under the contract involves operations by the Contractor on SNRHA premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the SNRHA's negligence, shall indemnify the SNRHA, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.
- 12.11 Official, Agent and Employees of the SNRHA Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the SNRHA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.



- 12.12 Subcontractors:** Unless otherwise stated within the RFP/IFB/bid documents, the Contractor may not use any subcontractors to accomplish any portion of the services required by this contract without the prior written permission of the SNRHA PD.
- 12.13 Salaries and Expenses Relating to the Contractors Employees:** Unless otherwise stated within the RFP/IFB documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 12.14 Independent Contractor:** Unless otherwise stated within the RFP/IFB documents or the contract, the Contractor is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 12.15 Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 12.16 Waiver of Breach:** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 12.17 Time of the Essence:** Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 12.18 Limitation of Liability:** In no event shall the SNRHA be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.
- 12.19 Indemnity:**
- 12.19.1** The Contractor shall protect, indemnify and hold the SNRHA, its officers, employees, and agents harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character which the SNRHA, its officers, employees, agents, consulting engineers or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against the SNRHA, its officers, employees, and agents, such as:
- 12.19.1.1** as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act on the part of the Contractor, in accord with applicable professional standards in the fulfillment or performance of the terms, conditions or covenants that are contained in this contract or agreement, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in part, by any party indemnified hereunder; or
- 12.19.1.2** as a result of, or by reason of, or arising out of, or on account of, or in consequence of, any neglect in safeguarding the work; or
- 12.19.1.3** through the use of unacceptable materials or products, or both, which may be defective or manufactured, designed or installed so as to give rise to a claim; or



- 12.19.1.4** because of any claim or amount recovered under the “Nevada Industrial Insurance Act”, or any other law, ordinance, or decree, which claim or recovery arose out of or is attributable to any act or failure to act on the part of the Contractor in the fulfillment or performance of the terms, conditions and covenants that are contained in this contract. Any money due by the Contractor under and by virtue of this contract which is considered necessary by the SNRHA for such purpose, may be retained by the SNRHA for its protection; or in case no money is due, its surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney’s fees and court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to the SNRHA provided, however, that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that it is adequately protected by public liability and property damage insurance, if required;
- 12.19.1.5** the Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the indemnity provisions of this Section 12.19.
- 12.19.2** In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the SNRHA, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the SNRHA, its officers, employees, and agents against, and if the Contractor shall fail to do so, the SNRHA shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney’s fees and court costs; provided, however, that if the forum in which such claim suit or action is heard determines that the occurrence that gave rise to the same was caused, in whole or in part, by any party who is indemnified hereunder, the SNRHA shall reimburse the Contractor for all, or the indemnified party’s proportionate share, as the case may be, of the costs of such defense.
- 12.19.3** The Contractor guarantees the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with the contract.
- 12.20 Lobbying Certification:** By execution of this contract with the SNRHA the Contractor thereby certifies, to the best of his or her knowledge and belief, that:
- 12.20.1** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 12.20.2** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form- LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.
- 12.20.3** The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts



under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

- 12.21 Additional Federally Required Orders/Directives:** Both parties agree that they will comply with the following laws and directives, where applicable:
- 12.21.1** Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
 - 12.21.2** Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The SNRHA hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).
 - 12.21.3** Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the SNRHA requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.
 - 12.21.4** Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.
 - 12.21.5** Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).
 - 12.21.6** HUD Information Bulletin 909-23 which is the following:
 - 12.21.6.1** Notice of Assistance Regarding Patent and Copyright Infringement;
 - 12.21.6.2** Clean Air and Water Certification; and
 - 12.21.6.3** Energy Policy and Conversation Act.
 - 12.21.7** That the funds that are provided by the SNRHA and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or ineligible Contractor.
 - 12.21.8** That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.
 - 12.21.9** That neither party has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against either party or any person interested in the proposed contract; and that all statement in said proposal or bid are true.



12.21.10 The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.

13.0 Appendices:

13.1 The following noted documents are placed under each of the noted appendix and are a part of this contract:

13.1.1 Appendix No. 1: form HUD-5370-C (10/06), *General Conditions for Non—Construction Contracts Section I (With or Without Maintenance Work), Section II (With Maintenance Work);* (aka Attachment F-1 of the RFP/IFB document);

13.1.2 Appendix No. 2: Section 3 Intent to Hire

13.1.3 Appendix No. 3: Sample Contract Task Order Form (CTOF), as issued by the SNRHA;

13.1.4 Appendix No. 4: Scope of Services, as issued by the SNRHA in regards to RFP No.____; and

13.1.5 Appendix No. 5: Contractor’s Scope of Services, as submitted in response to RFP No. ____; and

13.1.6 Appendix No. 7: Rates as proposed by the Contractor and agreed upon by the SNRHA.

13.2 Please note that, in the case of any discrepancy between this contract and any of the above noted documents, the requirement(s) listed within the body of this contract shall first take precedence, then the requirement(s) listed within each appendix shall take precedence in the order they are listed above (i.e. the requirement(s) listed the lower listed item may not overrule any requirement(s) within a higher listed item).

13.3 Any document referenced herein that has not been attached is hereby incorporated herein by reference, and a copy of each such document is available from the SNRHA upon written request for such.

14.0 CERTIFICATIONS:

The undersigned representatives of each party acknowledge by signature below that they have reviewed the foregoing and understand their respective obligations as defined herein. This contract may be signed in counterparts.

_____ :

By: _____ **Date:** _____



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY:

By: _____ Date: _____
CHAD WILLIAMS
EXECUTIVE DIRECTOR

SAMPLE



SAMPLE
TASK ORDER NO. [redacted]

BETWEEN OWNER AND CONSULTANT

Hazardous Materials Consulting Services for Indefinite Quantities

Date Issued:		Project:	
Company:		Address:	
Contract No.		City/ST/Zip:	Las Vegas, NV

This Task Order represents a project assignment and Notice-to-Proceed in aggregation with the SNRHA Contract noted above. The specific Scope of Work for this Task Order includes all Assessments and Reports for the work summarized above and detailed in:

Company contract no	Task Order Amount
Proposed Service -company ref# - cost proposal	
Total amount mutually agreed upon for this task order:	\$2030.00;

Payments shall be made in proportion to services performed under this Task Order.

All other terms and conditions as set forth in aforementioned contract shall apply.

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed as of the [redacted] day of [redacted], 2022.

WESTERN TECHNOLOGY, INC.

**SOUTHERN NEVADA REGIONAL
HOUSING AUTHORITY**

Signature

Title

Requested By:	ABATEMENT COMPANY	
	ADDL NOTES	
REQUESTED BY :WBeckett, Contracts Administrator	CONSULTANT NOTES:	

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
HAZARDOUS MATERIALS CONSULTING SERVICES RFP No. P**

COMPANY NAME: _____

Proposed Cost for _____

1030 Center Street, Henderson, NV 89015

October 3, 2022

ASBESTOS	Description	Quantity	Rate	Type	Total
	PM (on-site)	0	\$	Hour	\$
	PM (coordination)	0	\$	Hour	\$
	Bulk Sample (standard)	0	\$	Each	\$
	Bulk Sample (rush)	0	\$	Each	\$
	Air Samples (standard)	0	\$	Each	\$
	Air Samples (rush)	0	\$	Each	\$
	TEM Air Sample (std/rush)	0	\$	Each	\$
	Survey Report	0	\$	Each	\$
	Final Report	0	\$	Each	\$
	Final Visual Report	0	\$	Each	\$
	Specification Package	0	\$	Project	\$
	Training	0	\$	Session	\$
	ASBESTOS SUBTOTAL				\$
LBP	Description	Quantity	Rate	Type	Total
	PM/CEM (on-site)	0	\$	Hour	\$
	PM/CEM (coordination)	0	\$	Hour	\$
	Soil Sample (standard)	0	\$	Each	\$
	Soil Sample (rush)	0	\$	Each	\$
	XRF (rush)	0	\$	Each	\$
	Bulk Sample (standard)	0	\$	Each	\$
	Bulk Sample (rush)	0	\$	Each	\$
	Air Samples (standard)	0	\$	Each	\$
	Air Samples (rush)	0	\$	Each	\$
	Wipe Sample (standard)	0	\$	Each	\$
	Wipe Sample (rush)	0	\$	Each	\$
	Survey Report	0	\$	Each	\$
	Final Report	0	\$	Each	\$
	Final Visual Report	0	\$	Each	\$
	Specification Package	0	\$	Project	\$
	Training	0	\$	Session	\$
	LBP SUBTOTAL				\$
MICROBIAL	Description	Quantity	Rate	Type	Total
	PM (on-site-initial)	3.0	\$	Hour	\$
	PM (coordination)	1.0	\$	Hour	\$
	Swab Sample (standard)	0	\$	Each	\$
	Bulk Sample (standard)	0	\$	Each	\$
	Tape Sample (standard)	0	\$	Each	\$
	Air samples (standard)	4	\$	Each	\$
	Air samples (rush-SameDy/Wknd)	0	\$	Each	\$
	Survey Report (incl SOW)	0	\$	Each	\$
	Final Report (Post-Test)	1	\$	Each	\$
	Final Visual Report	0	\$	Each	\$
	Specification Package (Lg Proj)	0	\$	Project	\$
	Training	0	\$	Session	\$
	MICROBIAL SUBTOTAL				\$

ESTIMATED COST \$