



**SOUTHERN NEVADA REGIONAL  
HOUSING AUTHORITY**

**Request for Qualifications  
RFQ NO. Q23032  
for**

**Master Developer(s) Services for the Mixed Financed/Mixed  
Income Redevelopment of Three Sites:  
Duncan & Edwards, Old Rose Gardens and 28th & Sunrise**

**Submission Deadline:  
April 20, 2023, 10:00 AM (PDST)**

**PROCUREMENT DEPARTMENT  
340 North 11<sup>th</sup> Street, Suite 180  
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 2the three housing authorities in the Las Vegas Valley. The consolidated SNRHA is the 32nd largest public housing authority in the country and the 6th largest PHA in HUD Region 9, which encompasses California, Arizona, Nevada and Hawaii. SNRHA has an annual budget of \$177 million.

SNRHA recently received Home Means Nevada Initiative (HMNI) awards from the Nevada Housing Division ("NHD") in the amount of \$67.05 million for the development of five properties, including Duncan and Edwards, Old Rose Gardens and 28th & Sunrise. The funds are pass-through American Rescue Plan Act ("ARPA") State and Local Fiscal Recovery Fund monies from the U.S. Treasury that were set aside for affordable housing purposes in Nevada. Since 2006, SNRHA has overseen 9 public housing redevelopment projects, utilizing tax credits and conventional debt, with a total development cost of over \$170 million.

SNRHA currently owns and manages 23 public housing, RAD and Mixed-finance properties, 386 scattered site units (single-family homes) totaling 2,651 public housing and RAD PBV units. A total of 5,396 residents are served under this program. SNRHA also administers over 13,000 Housing Choice Vouchers (Section 8) that allow families to rent in the private market and receive a subsidy towards their rent. With this assistance, participants are able to pay approximately 30 percent of their annual adjusted income towards their rent, while the SNRHA pays the remainder. The SNRHA helps provide housing to approximately 28,841 participants under this program.

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

SNRHA through its preservation efforts recently converted ten (10) properties from Public Housing to Project Based Vouchers through the Rental Assistance and Demonstration Program (RAD) totaling 1,104 units, plus 8 HOME units serving a total of 1,222 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 or if you have questions about the ESB program, please email Jeanette Holguin at Nevada Governor's Office of Economic Development (GOED) at [jholguin@diversifynevada.com](mailto:jholguin@diversifynevada.com), or call (702) 486-2700 in Las Vegas or 775-687-9900 in Carson City.



**RFQ Q 23032: REQUEST FOR QUALIFICATIONS - INFORMATION AT A GLANCE**

<p><b>CONTACT PERSON(S) ONLY:</b>  <b>Note: Contact with any other SNRHA staff other than the named within this document is prohibited and will result in your Proposal being rejected. This includes contact with SNRHA's Residents and Board of Commissioners.</b></p>	<p><b>Linda P. Simpson, Contracts Administrator</b>            Email: <a href="mailto:lbsimpson@snvrha.org">lbsimpson@snvrha.org</a>            Phone: 702-477-3144, TDD: (702) 387-1898, or  <b>Johnny B. Shaw, MBA, Procurement Manager</b>            Email: <a href="mailto:procurement@snvrha.org">procurement@snvrha.org</a>            Phone: 702-477-3146, TDD: (702) 387-1898</p>
<p><b>HOW TO OBTAIN THE SOLICITATION DOCUMENTS ON THE APPLICABLE INTERNET SITES:</b></p>	<p><b>1. DOWNLOAD AND RESPOND TO THIS SOLICITATION:</b>            Housing Agency Marketplace website:  <a href="https://ha.internationaleprocurement.com/">https://ha.internationaleprocurement.com/</a> <b>Registered Users:</b> Log in and insert Solicitation No. RFP P23032. <b>Non-Registered Users:</b> You must register your company before downloading and responding to this RFP, which is free of charge. Click on "New Vendor" to register. Problems accessing or registering your company, call 866-526-9266, 9AM Eastern – 4PM Pacific, M-F</p> <p><b>2. DOWNLOADS ONLY:</b> SNRHA website: <a href="http://www.snvrha.org">www.snvrha.org</a> click on Procurement and "Current Bid Invitations" and proceed to the appropriate solicitation number. Problems downloading the Solicitation, notify our IT Department at (702) 477-3160, M-F, 8AM-5PM PST</p>
<p><b>PRE-PROPOSAL CONFERENCE:</b></p> <p><b>SITE TOURS: Redevelopment of Three Sites:</b>            1. Duncan &amp; Edwards, 5901 Duncan Drive, LV, NV            2. Old Rose Gardens, 1632 Yale Street, NLV, NV            3, 28th &amp; Sunrise 2601 Sunrise Ave, LV, immediately following the Conference.</p>	<p><b>In Person: March 29, 2023, 9AM</b>  <b>SNRHA Commission Chambers</b>  <b>340 N. 11<sup>th</sup> Street, LV, NV 89101</b></p> <p><b>Virtual: Microsoft Teams Meeting: Meeting ID 292 733 334 650,</b>  <b>Passcode: ALyeJL, Call In: 323-406-1156, Conference ID#: 978 0685318#</b></p> <p>Questions and answers from the pre-proposal conference will be provided via an Addendum to the RFQ within seven days. Respondents are not required to attend the pre-proposal conference in order to submit a response.</p>
<p><b>QUESTIONS AND ANSWERS DEADLINE:</b></p>	<p><b>DATE April 4, 2023, 10:00AM (PDST)</b>            All questions and answers MUST be submitted in writing via  <a href="https://ha.internationaleprocurement.com">https://ha.internationaleprocurement.com</a></p>
<p><b>SOLICITATION SUBMITTAL RETURN &amp; DEADLINE:</b></p>	<p>Southern Nevada Regional Housing Authority            Procurement &amp; Contracts            340 N. 11<sup>th</sup> Street, Suite 180            Las Vegas, NV 89101</p> <p><b>April 20, 2023, 10AM (PDST)</b>            Interested respondents shall submit one (1) original submittal marked "ORIGINAL" (6) copies of the original marked "COPY" and one (1) electronic copy in PDF submitted on disk or flash drive.</p>
<p><b>POTENTIAL INTERVIEWS OF HIGHEST RANKED RESPONDENTS:</b></p>	<p><b>May/June 2023</b></p>
<p><b>ANTICIPATED APPROVAL BY SNRHA BOARD OF COMMISSIONERS, if necessary</b></p>	<p><b>June 2023</b></p>



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## 1.0 SNRHA'S RESERVATION OF RIGHTS AND PROTEST PROCEDURES:

### 1.1 SNRHA'S RESERVATION OF RIGHTS:

- 1.1.1 The SNRHA reserves the right to reject any or all proposals, to waive any informality in the Solicitation process, or to terminate the Solicitation process at any time, if deemed by the SNRHA to be in its best interests.
- 1.1.2 The SNRHA reserves the right not to award a contract pursuant to this Solicitation or award a contract to more than one Developer if it deems it is necessary to do so.
- 1.1.3 The SNRHA reserves the right to terminate a contract awarded pursuant to this Solicitation, at any time for its convenience upon 10 days written notice to the successful proposer(s).
- 1.1.4 The SNRHA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this Solicitation.
- 1.1.5 The SNRHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 180 days subsequent to the deadline for receiving proposals without the written consent of the SNRHA Procurement Manager (PM).
- 1.1.6 The SNRHA reserves the right to negotiate the fees proposed by the proposer entity.
- 1.1.7 The SNRHA reserves the right to reject and not consider any proposal that does not meet the requirements of this Solicitation, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.1.8 The SNRHA shall have no obligation to compensate any proposer for any costs incurred in responding to this Solicitation.
- 1.1.9 The SNRHA reserves the right to accept only one Solicitation per company carrying the same Tax Identification Number.
- 1.1.10 SNRHA reserves the right and requires all Developers to comply with the American Disability Act (ADA) on all contracts which are as follows:
  - 1.1.10.1 Proposer agrees to comply with the federal statues relating to non-discrimination. These include but aren't limited to Section 504 of the Rehabilitation Act of 1973 as amended (29USC section 794) which prohibits discrimination on the basis of handicap and the Americans with Disabilities Act of 1990.
  - 1.1.10.2 The Proposer 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 Proposer agrees not to discriminate in its employment practices and will render services under this agreement and any contract entered into as a result of this agreement,

without regard to veteran status or disabilities. Any failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement and any contract entered into as a result of this agreement.

**1.1.11** The SNRHA reserves the right to reject and not consider any bid of which communication between a Proposer and a member of the SNRHA staff, its Residents or Board of Commissioners (BOC) is violated. Communication regarding this Solicitation is prohibited from the time the Solicitation is advertised until it is recommended for award of a contract. Questions pertaining to this Solicitation shall be addressed only to the "Designated Contact(s)" as specified on the previous page of this document. Failure to comply with this requirement shall result in the Proposal being considered nonresponsive.

**1.1.12** The SNRHA shall reserve the right to at any time during the RFQ or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the Housing Agency Marketplace eProcurement website at <https://ha.internationaleprocurement.com/> and downloading and responding to this Solicitation, each prospective proposer 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 proposer, of any responsibility pertaining to such issue.

## **1.2 PROTEST PROCEDURES:**

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

### **1.2.1 Right to Protest**

**1.2.1.1** To be eligible to file a protest with the SNRHA pertaining to an award of contract, including small purchase, competitive proposal, or sealed bid the company or individual filing the protest must have been involved in the bid process in some manner (i.e. registered and received the solicitation documents) when the alleged situation occurred. The SNRHA has no obligation to consider a protest filed by any party that does not meet these criteria.

**1.2.1.2** A Proposer 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.

**1.2.1.3** 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 Proposer who submits a bid, whether or not the person files the protest pursuant to this section.



**1.2.1.4** The CO shall review the written protest and supportive data, within ten (10) days after receipt of the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestant of the right of further administrative review. A copy of this written opinion and decision shall be placed on file.

**1.2.2 A Protest shall be in writing, and must include the following:**

**1.2.2.1** The name, address and phone number(s) of the protestor;

**1.2.2.2** The solicitation/contract number and project title;

**1.2.2.3** A detailed statement of the basis for the protest;

**1.2.2.4** Supporting evidence or documents to substantiate any arguments;

**1.2.2.5** The form of relief or remedy requested;

**1.2.2.6** All protests shall be submitted to the CO or his/her designee;

**1.2.2.7** The written protest of an award of contract must be received within ten (10) calendar days after bid result notification of the contract award has been sent to the protestor, or the protest will not be considered;

**1.2.2.8** All written protest received by the SNRHA must be signed and date/time stamped upon receipt of the written protest;

**1.2.2.9** Bond Requirement for Protest;

**1.2.2.10** A bond or surety is required to be submitted with the protest documents (noted above);

**1.2.2.11** A protest submitted without the bond or security shall not be considered;

**1.2.3 Receipt of Protest:**

**1.2.3.1** 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;



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

**1.2.4 Response to Protest:**

- 1.2.4.1 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.

**1.2.5 Denials of Protest:**

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

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

**1.2.6 Protest – Appeal Hearing:**

- 1.2.6.1 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.

**1.2.7 Appeal Hearing Procedures:**

- 1.2.7.1 The request for an appeal hearing must be delivered in writing (signed and date/time stamped) to the CO within five (5) calendar days of receipt of the written opinion and decision. Failure to request an appeal hearing within five (5) calendar days of receipt of the written opinion and decision or comply with the instructions

below shall relieve the SNRHA of any responsibility to consider the request. The following procedures must be adhered to:

- 1.2.7.1.1** The request for an appeal hearing must contain the specific reasons for the appeal and all supporting data for those reasons.
- 1.2.7.1.2** 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.
- 1.2.7.1.3** 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.
- 1.2.7.1.4** 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.
- 1.2.7.1.5** Such written decision delivered to the Protester shall exhaust the SNRHA's internal protest and administrative appeal process available.

### **1.3 CONFIDENTIAL INFORMATION.**

If an interested respondent believes that any portion of a submittal contains information that should be withheld as confidential, the interested respondent shall request in writing nondisclosure of designated proprietary information to be confidential and provide justification to support the designation of confidentiality. Such information shall accompany the submittal, be clearly marked, and shall be readily separable from the submittal documents to facilitate eventual public inspection of the non-confidential sections of the submittal documents. Note that upon award the provision of the minimum required services, including illustrations and renderings are not considered confidential and will not be withheld to the public and/or respondents to this solicitation.

Interested respondents that choose to identify portions of their submittal as confidential shall be responsible to ensure that the minimum services are not included. SNRHA will not make any determination of confidentiality for the interested respondent. Information shall be made confidential only as permitted by law.

(END OF SECTION)



**2.0 SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS/QUALIFICATIONS:**

**2.1 GENERAL BACKGROUND INFORMATION**

**2.1.1 Objective and Intent**

SNRHA recently received HMNI awards from the Nevada Housing Division (“NHD”) in the amount of \$67.05 million for the development of five properties, including Duncan and Edwards, Old Rose Gardens and 28th & Sunrise. The funds are pass-through American Rescue Plan Act (“ARPA”) State and Local Fiscal Recovery Fund monies from the U.S. Treasury that were set aside for affordable housing purposes in Nevada. The monies must be obligated—meaning full financial closings—by December 31, 2024. Duncan and Edwards received \$10.5 million in HMNI gap financing. Old Rose Gardens received \$10.0 million in HMNI gap financing. Both of these projected are projected to use tax-exempt bonds and 4% tax credits as the primary sources of financing. 28th and Sunrise received \$23.8 million in HMNI funds, with the assumption that it would not require tax-exempt bonds and a 4% tax credit investor. The Nevada Housing Division is still finalizing the funding guidelines for the HMNI program, including prevailing wage requirements, loan terms, drawdown process and reporting requirements.

**Duncan and Edwards: (5901 Duncan Drive, Las Vegas, NV)**

Duncan & Edwards Apartments will consist of approximately 60 new affordable housing units (30 Faircloth-to-RAD PBV and 30 Section 8 PBV) on the vacant 5.15-acre parcel located at 5901 Duncan Drive, Las Vegas, NV. It will be a 100% affordable family development targeted to households with incomes at or below 30%, 50%, and 60% of area median income (AMI), with the weighted average rent and income targeting 43.67% of AMI. The new units are contemplated as a mixture of townhouse/rowhouse construction and single-story multi-family buildings. The land is owned by the Southern Nevada Regional Housing Authority and will be leased to the tax credit ownership entity. Affordable Housing Program, Inc. (AHP), the non-profit instrumentality of the SNRHA, will have an ownership stake in the managing member or general partner entity. The new units will be affordable with modern energy efficient features, and will include a percentage of units that are accessible to disabled persons. The unit mix will be from one to four-bedroom units with a centrally-located activity building to include on-site management, supportive services, and on-site amenities. The development will be maintained as affordable housing for a minimum of 30 years. The Duncan and Edwards site will require a zoning change, resulting in a longer critical path schedule. The projected financing includes tax-exempt bonds and 4% tax credits, the HMNI funds, and to-be-identified soft subordinate debt. The intended development schedule is:

Closing	04/01/24
Construction Start	05/01/24
50% Completion	10/01/24
100% Completion	06/01/25
Placed-in-Service Date	06/01/25
Full Lease Up	09/01/25
Conversion	01/01/26



**Old Rose Gardens: (1632 Yale Street/ 311 Tonopah, North Las Vegas, NV)**

Old Rose Gardens will consist of approximately 120 new affordable housing units (60 Faircloth-to-RAD PBV and 60 Section 8 PBV) on two vacant parcels totaling 5.8 acres parcel located at 1632 Yale Street and 311 Tonopah Ave., North Las Vegas, NV. It will be a 100% affordable senior development available to households aged 55 and over with incomes at or below 30%, 50%, and 60% of area median income (AMI), with the weighted average rent and income targeting 45.33% of AMI. The new units are contemplated as multi-family elevator building, in one or two buildings ranging from three to four stories each. The land is owned by the Southern Nevada Regional Housing Authority and will be leased to the tax credit ownership entity. Affordable Housing Program, Inc. (AHP), the non-profit instrumentality of the SNRHA, will have an ownership stake in the managing member or general partner entity. The new units will be affordable with modern energy efficient features, and will be ADA and Section 504 compliant. The unit mix will be one- and two-bedroom units. The project will also contain a single-story community/administrative building containing a large multi-purpose room and warming kitchen, classrooms, a computer lab, a library/reading room, on-site management office, and space for supportive service providers. The grounds will contain courtyards and patio areas with picnic tables and barbecues. The development will be maintained as affordable housing for a minimum of 30 years. The projected financing includes tax-exempt bonds and 4% tax credits, the HMNI funds, and to-be-identified soft subordinate debt. The intended development schedule is:

Closing	01/01/24
Construction Start	02/01/24
50% Completion	10/01/24
100% Completion	07/01/25
Placed-in-Service Date	07/01/25
Full Lease Up	02/01/26
Conversion	07/01/26

**28th and Sunrise: (2601 Sunrise Ave., Las Vegas, NV)**

28th & Sunrise will consist of approximately 60 new affordable housing units (30 RAD PBV and 30 Section 8 PBV) on the vacant 6.05-acre parcel located at 2601 Sunrise Ave., Las Vegas, NV. It will be a 100% affordable family development targeted to households with incomes at or below 30%, 50%, and 60% of area median income (AMI), with the weighted average rent and income targeting 43.67% of AMI. The new units are contemplated as townhouse/rowhouse construction. The land is owned by the Southern Nevada Regional Housing Authority and will be leased to the ownership entity. Affordable Housing Program, Inc. (AHP), the non-profit instrumentality of the SNRHA, will have an ownership stake in the managing member or general partner entity. The new units will be affordable with modern energy efficient features, and will include a percentage of units that are accessible to disabled persons. The unit mix will be from one to four-bedroom units with a centrally-located activity building to include on-site management, supportive services, and on-site amenities. The development will be maintained as affordable housing for a minimum of 30 years. As noted previously, 28th & Sunrise received a larger HMNI grant of \$23.8 million, allowing it to proceed without tax-exempt bond and 4% tax credit financing. We are assuming some permanent debt supported by the HAP contract rents. The intended development schedule is:



Closing	01/01/24
Construction Start	02/01/24
50% Completion	07/01/24
100% Completion	03/01/25
Placed-in-Service Date	03/01/25
Full Lease Up	06/01/25
Conversion	10/01/25

In order to carry out multiple projects simultaneously, the Southern Nevada Regional Housing Authority (“SNRHA”) will procure one or more Master Developers (“Developer”) for these sites. Master Developer teams should consist of at a minimum: Developer, Architect, Engineering Firm, General Contractor, and General Counsel.

The developments will consist of a mix of Faircloth-to-RAD (“Rental Assistance Demonstration”) program units and conventional HCV project-based voucher units. Under the Faircloth-to-RAD program, SNRHA and its non-profit affiliate, Affordable Housing Programs, Inc. (“AHP”), will develop new public housing units using HUD’s public housing mixed-finance program with pre-approval to convert the property to a long-term Section 8 contract following construction. HUD has streamlined and merged the mixed-finance development and RAD conversion processes to eliminate duplicative steps and to maximize predictability. This program will allow SNRHA and AHP to leverage a variety of public and private affordable housing resources, including Home Means Nevada Initiative Funds, SNRHA funds, Clark County Community Housing Funds, and conventional construction debt. Under the Section 8 program, tenants will pay 30% of their income towards rent, resulting in a nearly non-existent affordability “gap”. SNRHA has structured the unit mix at all three transactions as a blend of 50% Faircloth-to-RAD and 50% conventional Section 8 project-based rental assistance at the Payment Standard to leverage permanent debt and provide more revenue at each development.

SNRHA will utilize either a turnkey approach, with the Master Developer(s) departing upon satisfactory delivery of the completed project, or the Master Developer(s) and SNRHA will co-own the property through the initial tax credit compliance period. The Master Developer(s) should specify how the business terms would differ depending upon the approach and which approach it prefers.

The Successful Respondent(s) will demonstrate their success in implementing redevelopment plans that include mixed-income and mixed-finance, as well as experience utilizing the RAD program. Additionally, SNRHA expects the successful Developer(s) to assemble the financing for the complete development of the properties, using tax-exempt bond and 4% tax credits (in the case of Old Rose Gardens and Duncan and Edwards), conventional debt supported by the HAP contract rents, and other soft subsidy sources, including the HMNI funds. The selected Developer(s) will provide full development services, including design, construction, and financing, and will provide all financial guarantees, at least through construction completion and initial lease up. SNRHA will contribute the land (through a long-term ground lease) and buildings as well as the 15- to 20-year renewable HAP





contracts. SNRHA, or its non-profit 501(c)(3) affiliate, AHP, will also participate in the General Partner entity and seek the non-profit right of first refusal at the end of the 15-year compliance period. Depending on the preferences of SNRHA, the selected developer(s) may act as a “turnkey” Developer(s) through completion and lease-up or may continue to co-own and operate the property for the initial compliance period. SNRHA will be looking for compensation for its participation in the form of sales proceeds and/or lease payments as well as a portion of the paid and deferred Developer(s) fee and residual cash flow.

The selected Developer(s) must be able to work collaboratively with SNRHA and its partners, SNRHA residents, and the broader community. The Developer(s) will be responsible for developing and implementing the redevelopment plan once financing is secured. The redevelopment plans that emerges during the planning process must be market-appropriate and financially feasible.

The SNRHA vision for the projects is to create a vibrant, attractive, mixed-finance, mixed-income residential, RAD and Affordable Housing family developments and activity buildings to include on-site management office and maintenance facility.

### **2.1.2 Southern Nevada Regional Housing Authority (“SNRHA”)**

SNRHA is the sole public housing agency for the Las Vegas, NV region. Formed in January 2010 through the consolidation of the three housing authorities in the Las Vegas Valley, SNRHA currently operates 2,139 public housing units, 845 RAD Project Based Voucher units, 1,035 affordable housing units, and 229 mobile home pads. With its approximately 11,000 Housing Choice Vouchers, 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. It is guided by a nine-member Board of Commissioners made up of five public officials from the three cities and the County and four resident representatives.

The Development and Modernization Department is responsible for construction administration for SNRHA. The department oversees Capital Fund Program (CFP) funds in the amount of approximately \$6,000,000 per year.

Development and Modernization Department staff performs construction management and inspection on various levels of rehabilitation, including new construction, of SNRHA’s public housing and affordable housing stock. Staff also coordinated the purchase of single-family homes under the NSP1 and 3 Program, as well as oversaw the required energy upgrades to those homes. The Department monitors Developer compliance to Davis Bacon Wage Determination Act and assists in enforcing adherence to the agency’s mandatory Section 3 hiring requirements and HUD Environmental Reviews. In addition, the Development/Modernization staff administers professional services contracts, including Architectural, Engineering, Hazardous Materials Consulting and Abatement and submits special applications for Demolition/Disposition and other grant funding, including Tax Credit submissions to the State of Nevada.

### 2.1.3 Recent SNRHA new construction or rehabilitation projects include:

- Otto Merida Desert Villas, built in 2007 (60 new construction family public housing units utilizing 9% LIHTC);
- Marion D. Bennett Sr. Plaza, built in 2010 in partnership with the non-profit Nevada H.A.N.D., (65 new construction senior public housing units financed with ARRA, RHF and FHLB AHP funds);
- Lubertha Johnson Estates, built in 2011 (112 new construction senior public housing units utilizing ARRA, RHF and CFP funds.
- Landsman Gardens Apartments, re-opened in October 2014 (100-unit multi-family RAD conversion financed with tax exempt bonds, SNRHA capital funds, 4% LIHTC, FHLBSF AHP funds and HUD HOME funds from the City of Henderson);
- Vera Johnson Manor B, in partnership with co-Developer(s) Nevada H.A.N.D, Inc., re-opened in May 2016 (112-unit multi-family RAD conversion financed with 9% LIHTC, HUD HOME funds, form the City of Las Vegas and SNRHA capital funds);
- Biegger Estates Apartments completed in Summer 2017 (119-unit multi-family RAD conversion financed with 9% LIHTC and SNRHA capital funds);
- Vera Johnson Manor A, completed in August 2018 (76-unit multi-family public housing rehabilitation financed with 9% LIHTC and SNRHA capital funds);
- Rose Gardens, in partnership with co-Developer(s) Nevada HAND, Inc., completed in November 2018 (120-unit new construction senior RAD conversion financed with tax-exempt bonds, 4% LIHTC, HUD HOME funds from the City of North Las Vegas and Clark County, NHD GAHP funds and SNRHA capital funds);
- Espinoza Terrace Apartments, which opened in 2020 (100-unit senior RAD conversion financed with 9% LIHTC, FHLBSF AHP funds and HUD HOME funds from Clark County and the City of Henderson);
- Archie Grant Apartments, which completed construction in August 2020 (125-unit elderly/non-elderly disabled RAD conversion financed with 9% LIHTC, HUD HOME funds from the City of Las Vegas, NHD HTF, FHLBSF AHP, and housing authority capital funds); and,
- Wardelle Street Apartments, which opened in June 2021 (57-unit, new construction family duplex and rowhouse development, financed with public housing capital funds, 9% LIHTC, HUD HOME funds from the City of Las Vegas and Clark County, and Section 8 and public housing rental assistance).

### 2.1.4 Recent SNRHA rehabilitation projects include:

- Acquisition and Modernization of ninety-one (91) Neighborhood Stabilization Program (NSP) Units.
- Acquisition and Installation of sixty-three (63) manufactured homes at Rulon Earl and Dorothy Kidd Mobile Home Park – Affordable Housing
- Acquisition and Installation of thirty-two (32) units in eight (8) four-plex apartment homes at Reata Apartments – Affordable Housing
- Backup Generator Replacement at James Down Towers – Senior Public Housing
- Redevelopment of Brown Homes Warehouse – Affordable Housing
- Roof Replacement at Aida Brents Gardens – Senior Family Housing
- Demolition of Tri-Plex Apartments at 3 & 9 Tonopah Ave – Affordable Housing





- Energy Upgrades and Comprehensive Modernization at 2933 Brady – Scattered Site Housing
- Demolition of the one hundred-twenty (120) unit Old Rose Gardens Development – Senior Public Housing
- Backup Generator Replacement at Arthur Sartini Plaza and Harry Levy Gardens – Senior Public Housing
- Elevator Replacement at James Down Towers
- Roof Replacement at one hundred fifty-eight (158) units and manager’s office at Sherman Gardens Annex – Family Housing
- Playground, Safety surface and canopy installation at Marble Manor and Sherman Gardens Annex – Family public housing;
- Energy Upgrades and Comprehensive Modernization of Four (4) Single Family Homes – Scattered Site Housing
- Elevator Replacement at Arthur Sartini Plaza & Harry Levy Gardens – Senior Public Housing

SNRHA has extensive experience managing affordable rental housing. Its staff manages its public housing portfolio and is well-versed in Fair Housing and other affordable housing requirements.

Key SNRHA staff taking part in the development and operations include: Lewis Jordan, Executive Director, Frank Stafford, Director of Development and Modernization, Fred Haron, Chief Administrative Officer, Patricia Stephens, Director of Affordable Housing, and Deena Williams, Development and Modernization Coordinator. SNRHA has engaged EJP Consulting Group, LLC, Praxis Consulting Group, LLC, and the legal counsel of Reno & Cavanaugh PLLC to support and consult on these development efforts.

The majority of SNRHA’s annual budget is federally funded through the U.S. Department of Housing and Urban Development (“HUD”). To protect this federal interest, HUD records a Declaration of Trust on SNRHA properties requiring their continued use as public housing and limiting the debt that can be placed on them, thereby limiting SNRHA’s ability to finance capital improvement or redevelopment. As Federal resources for public housing continue to come under pressure due to declining appropriations and insufficient subsidies, the ability to effectively manage and maintain existing Federally subsidized housing is increasingly difficult, resulting in an urgent need to preserve existing low-income housing stock and to ensure that it is managed efficiently for the long term.

These challenges, combined with the acute shortage of affordable housing in the Las Vegas region generally, compel SNRHA to embrace innovative approaches to redevelop, preserve and manage affordable housing that is sustainable and cost-effective, while also guaranteeing the best possible living situation for residents. To achieve this, the formation of public/private partnerships that can maximize the leverage of both public and private capital resources is required. HUD encourages this approach through programs such as Rental Assistance Demonstration (“RAD”) conversions and Mixed-Finance redevelopment strategies that remove HUD’s Declaration of Trust, replacing it with a Use Agreement that is much more

user-friendly in the private sector, better positioning SNRHA to access the private capital and financing necessary to revitalize its public housing communities.

## 2.2 SCOPE OF WORK

### 2.2.1 Summary of Services

SNRHA is soliciting qualification statements from experienced Master Developer(s) with a documented track record of providing the required services. SNRHA is requiring that each interested respondent submit a Statement of Qualifications that demonstrates the interested respondent's capacity and readiness to perform the required Scope of Services expeditiously. Additionally, the submittal must include evidence of the interested respondent's previous experience and qualifications relative to the provision of such services, particularly the development and construction of mixed-income communities that include RAD and Section 8 PBV units.

The selected Master Developer(s) will be responsible for working closely with SNRHA and the communities to develop holistic and sustainable plans for the redevelopment of the sites. Once selected, the Master Developer(s) will guide development of a design based on an initial proposed site plan and preliminary market study; prepare development and operating proformas; and identify funding commitments in support of implementing the plan.

For pre-development and implementation services, a Master Development Agreement (MDA) will be negotiated that delineates the roles and responsibilities of SNRHA and the Master Developer(s) Partner as well as the fee structure. The Master Developer(s) will be responsible for all predevelopment activities, financial closing, construction, lease-up and property management as detailed in the MDA.

### 2.2.2 Program Requirements

Respondents to this RFQ are strongly encouraged to examine the proposed Program parameters outlined below and to reply with submittals that are responsive to SNRHA priorities, the market and the environment, and provide for the successful redevelopment of the sites. Respondents can opt to provide submittals for one, two or all three sites and **must** provide an ordered preference list if identifying interest in more than one site. The development plans to be developed in consultation between SNRHA and the procured Developer Partner(s) shall be consistent with the following minimum program requirements (the "Program"):

**2.2.2.1** High quality design. Create a sustainable new community of high-quality universal design that meets or exceeds industry standards and incorporates state-of-the-art energy conservation and green practices in a LEED-certifiable project. Promote safe and defensible space.

**2.2.2.2** Leverage resources. Currently, two of the three project(s) are expected to be structured as 4% LIHTC/Tax Exempt Bond financings. All three projects will include HMNI funds and utilize Faircloth-to-RAD and project-based Section 8. Developer(s) will be expected to pursue and leverage a variety of public and

private affordable housing resources, including Clark County, Las Vegas and North Las Vegas affordable housing funds, NHD National Housing Trust Funds, conventional construction and permanent debt, tax credit equity, and deferred developer fee.

**2.2.2.3** Neighborhood integration. Create diverse new communities that are incorporated into the surrounding neighborhoods, strengthen the economic vitality of the area and support the functions of daily life including education, recreation, retail and community facilities.

## **2.3** **ROLE OF THE SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY (“SNRHA”)**

SNRHA will play the following roles in the planning and redevelopment of the Project:

- 2.3.1** HUD Contact – SNRHA will manage and take responsibility for all communication with HUD, and the preparation and submission of program documents and evidentiary information and obtain all HUD approvals including but not limited to Faircloth-to-RAD, mixed-finance and project-based Section 8 approvals. However, to the extent any such documents or evidentiary information is within the particular knowledge or responsibility of the Master Developer(s), SNRHA will expect the Master Developer(s) to prepare or assist in preparing such documents and evidentiary information as SNRHA may direct.
- 2.3.2** Local Partner – SNRHA will act as a local partner with the selected Master Developer(s) in meetings with City, County, and State Departments and, to the extent needed, assist with approval processes and garnering political support for the project.
- 2.3.3** Provider of Capital Funds – SNRHA is prepared to grant, loan, or otherwise make available to the Master Developer(s) federal or state funding specifically targeted for the replacement of the public housing units in an amount to be negotiated based upon the Master Developer’s ability to demonstrate such need and in accordance with HUD’s Cost Containment and Safe Harbor Guidelines. The Master Developer(s) will be required to achieve the maximum leverage of public resources, including SNRHA’s land, by securing private, other federal, City and State funding and to secure all funding for non-public housing units.
- 2.3.4** Provider of RAD and Section 8 PBV Subsidies – SNRHA RAD and PBV units will be funded through long-term Section 8 contracts which, in the case of RAD, are renewed indefinitely. The provision of the RAD units will be contained in a RAD Use Agreement. Use of public housing funds for development and operations comes with federal restrictions. The Master Developer(s) are responsible for knowing the restrictions that will apply and understanding how they may affect project.
- 2.3.5** Property Management – SNRHA intends to manage the proposed Duncan and Edwards, Old Rose Gardens and 28th & Sunrise properties from inception at each of the three developments. SNRHA will also take the lead on marketing and lease up of these units, tenant certifications, 1st-year file review and reporting to the investor and public agencies.

Currently, SNRHA manages properties under its Public Housing program totaling 2,149 units, and its Affordable Housing program totaling 1,099 units (non-federally subsidized) and 439 LIHTC/RAD/PBV units. It will add two additional LIHTC properties to its management portfolio this year: James Down Towers (200 senior units) and Hullum Homes (59 family units). SNRHA's Affordable and Operations Departments are responsible for Property/Asset Management for the Authority. Affordable Housing, a program within SNRHA, first started managing tax credit properties in 2016. Its Property and Assistant Managers have extensive experience in LIHTC compliance. SNRHA receives third-party compliance assistance from American Property Compliance.

- 2.3.6** Land Owner – It is SNRHA's intent to enter into long-term ground leases with the Owner Entity of the new development(s). The Master Developer(s) shall develop the RAD and Section 8 PBV units in a manner which will qualify them for a Payment in Lieu of Taxes ("PILOT") and any related Cooperation Agreements with the applicable City as authorized by law if SNRHA determines it will be in the best interest of the development.
- 2.3.7** Asset Manager – SNRHA will continue to have asset management responsibilities related to the public housing units. SNRHA will monitor and enforce the terms of the Lease(s), the RAD Use Agreement, and the Regulatory and Operating Agreements, if applicable, with the Master Developer(s) and require that all housing units be managed in accordance with applicable local, state and federal requirements.
- 2.3.8** Monitor Master Developer(s) Compliance with Hiring Opportunities – SNRHA will monitor the Master Developer's plans and efforts for reaching Section 3, Minority Business Enterprises (MBE), and Women-owned Businesses (WBE) goals and objectives. Section 3 requirements include not only resident employment but also contracting with Section 3 business entities. In addition, SNRHA desires that the Master Developer(s) work to ensure that neighborhood residents and businesses have opportunities to participate in the development process through Community Work Agreements to the extent possible and will facilitate partnerships with community-based pre-apprenticeship and small business development programs where possible.

## **2.4 ROLE OF MASTER DEVELOPER(S)**

Throughout the redevelopment of the Project, the Master Developer(s) will work closely with SNRHA staff, residents, consultants and the Cities of Las Vegas and North Las Vegas, as applicable. The Master Developer(s) will be responsible for ensuring that the development plan(s) are financed and implemented. The development plan must create the blueprint for successful, stable, diverse, safe, attractive and sustainable mixed-income, mixed use communities. In general, the goal is to ensure that all units are produced in a manner that renders the RAD and Section 8 PBV units indistinguishable from those targeted to other income groups, and the developments are integrated into the fabric of the existing neighborhood.

### **2.4.1 General:**

- 2.4.1.1** Oversee and Implement the Redevelopment – Provide the necessary staffing, expertise, supervision and guarantees to implement all aspects of the

redevelopment fully and expeditiously as required by the Master Development Agreement.

- 2.4.1.2** Hire and Manage Consultants and General Contractors Necessary to Implement the Project – Procure other consultants and coordinate all tasks necessary to implement the redevelopment. At a minimum, the Master Developer's team will need to include consultants appropriate to cover the architectural, environmental review, market analysis, geo-technical studies, civil, mechanical and electrical engineering, construction and any other activities deemed necessary by the Master Developer(s). Respondents are strongly encouraged to demonstrate participation on their team of expertise in areas of relevance to the locale's development process, including RAD, LIHTC financing and construction matters, and experience with building in Las Vegas and North Las Vegas. Under the Treasury ARPA regulations, the HMNI funds must be obligated (i.e. project financing closed) by 12/31/24 and expended by 12/31/26. SNRHA is requiring Respondents to include a general contractor on their team(s) with the capacity and the knowledge of the local subcontractor base in the Las Vegas Valley so that it is prepared to break ground on its respective projects by early- to mid-2024, based on the schedules outlined in Section 2.1.1.
- 2.4.1.3** Maintain Communication Regarding Project Progress with SNRHA, HUD, and the Cities of Las Vegas and North Las Vegas – SNRHA will establish a regular schedule of team meetings, in which the Master Developer(s) will participate. Moreover, the Master Developer(s) will be responsible for submitting monthly progress reports on the project status and schedule, including but not limited to master planning and design, permits, financing, resident coordination, etc. The related format and media form of such reports will be defined in the Master Development Agreement.
- 2.4.1.4** Develop and Maintain Quality Control Measures – Be responsible for ensuring the Project is constructed and managed with the highest quality materials and workmanship. The Master Developer(s) will be required to implement quality assurance and control measures to ensure effective performance by all parties in all aspects of the program.
- 2.4.1.5** Develop and Maintain a Detailed Development Schedule and Critical Path Schedule – Develop and maintain a detailed schedule of events, predicated on financing deadlines, that includes pre-development activities, construction start, project stabilization and permanent loan close. Develop a Critical Path Schedule for all phases of construction, and lease-up and stabilization.
- 2.4.1.6** Community Facilities – Develop a plan for needed community facilities and finance and construct any community facilities that are included in the development program.



- 2.4.1.7 Supportive Services –SNRHA has budgeted funds in each project in order to implement Community and Supportive Service programming. The Master Developer(s) will be expected to collaborate with SNRHA in the planning of community facilities to carry out such activities.
- 2.4.1.8 Be Responsive to Local Community, Neighborhood, and City Interests – Promote and maintain good relations with community and neighborhood groups, and federal, state and local governments.
- 2.4.1.9 Compliance with Laws – Comply with all applicable federal, state and local laws, rules and regulations applying to the activities required by the Master Planning Agreement.
- 2.4.1.10 Debarment – Provide evidence that neither it nor any other Development team member is debarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency.
- 2.4.1.11 MBE/WBE/Section 3 Contracting Opportunities – Develop a strategy in coordination with SNRHA for fostering MBE/WBE and Section 3 employment, training and contracting opportunities throughout the redevelopment process.

## 2.4.2 Pre-Development

- 2.4.2.1 Master Planning / Design Development Process – During the master planning and schematic design and design development phases, meet regularly with SNRHA, its residents, and the neighboring community and the applicable City (as requested) to review all aspects of the design. Activities include but are not limited to securing 3rd-party reports (environmental, title, infrastructure studies, geotech, etc.), permits and approvals, entitlements, survey and engineering, etc.
- 2.4.2.2 Obtain Environmental Clearances – Procure the necessary consultants and prepare the necessary documents to obtain environmental clearances from all interested agencies.
- 2.4.2.3 Plans and Specifications – Be responsible for the preparation of the infrastructure and building plans and specifications which will be subject to SNRHA and applicable City review.

## 2.4.3 Financing

- 2.4.3.1 Produce an Overall Financing Plan – Produce an attainable financing plan for the master plan. The financing plan must demonstrate a sensitivity and approach in using public funds and resources in the most efficient manner, maximizing leveraging to the greatest extent possible.





- 2.4.3.2** Assist with the Preparation of the Mixed-Finance Proposal/ HUD Rental Term Sheets – Provide required information for the preparation of any RAD Financing Plan and/or Mixed-Finance Proposals ("MFP") for HUD review and approval. Prepare the evidentiary documents for which it is responsible.
- 2.4.3.3** Financing Application(s) – Pursue diligently and use best efforts to obtain all financing necessary to implement the development plan in a timely fashion, which may include, but not be limited to, tax credits, tax-exempt bonds, state and local funds, private grants and conventional debt.
- 2.4.3.4** Maximize the Leveraging of Public and Private Resources – Maximize the leveraging of public and private resources by pursuing all reasonable sources of financing and utilizing a variety of partners and partnerships. Take full responsibility for securing all financing sources in a timely fashion. Coordinate discussion and negotiations with financial institutions and private partners. All financing terms are subject to review and approval by SNRHA.
- 2.4.3.5** Obtain Equity Investment – Using an approved competitive process, obtain equity financing commitment on the best terms currently available.
- 2.4.3.6** Guarantees – Provide all guarantees required for the successful financing of the Project, including completion guarantees, operating deficit guarantees, and tax credit adjuster or recapture guarantees and guarantees of performance under the Master Development Agreement. The Master Developer(s) will be required to demonstrate financial capacity to provide the guarantees and indicate how they intend to honor the guarantees if necessary. SNRHA will assume financial guarantees, such as operating deficit and long-term tax credit compliance, upon the Master Developer(s) departure from the ownership entity and satisfactory completion of its services.
- 2.4.3.7** Operating Feasibility – Structure such reserves and other devices as will reasonably guarantee the long-term operating feasibility of the project(s), utilizing no more subsidy than is made available or committed by SNRHA.
- 2.4.3.8** Accounting/Financing – Maintain accounting records and ensure project financing is available at the appropriate times and utilized in the appropriate manner.
- 2.4.4 Construction**
- 2.4.4.1** Hire Qualified SubContractors and Oversee Construction Activities – As to be provided for in the Master Development Agreement (MDA), create and implement a process for selecting the most qualified Sub-Contractors. During construction, the Master Developer(s) shall provide oversight, and management as deemed necessary, of construction activities by coordinating with all

development team members and attending job-site meetings to ensure the expeditious implementation of construction activities.

**2.4.4.2** Facilitate Necessary Site Improvements – Pursuant to the MDA, initiate and complete site work and infrastructure construction.

**2.4.4.3** Implement Development Program – In accordance with the MDA and the final development plan approved by SNRHA, develop all improvements associated with the development program, including residential units, community facilities and any commercial space.

**2.4.5 Ownership And Asset Management:**

**2.4.5.1** Organize Ownership Entity – Organize ownership entities and structures approved by SNRHA, for both the residential and non-residential components. This may include affiliates of SNRHA as managing member / general partner or special limited partners.

**2.4.5.2** Ensure the Short- and Long-Term Viability of the Redeveloped Projects – Coordinate with SNRHA to implement marketing, re-occupancy, asset and property management plans that will ensure the short- and long-term viability of the Project. This will include the participation of SNRHA or an affiliate as property management firm, subject to investor and lender approval. SNRHA will also seek the right of first refusal using the minimum purchase price permitted under federal tax law at the end of the initial tax credit compliance period.

**2.4.5.3** Market and Lease-up of Rental Units – Coordinate with SNRHA to create and implement a marketing and lease-up strategy for the rental units to ensure that stabilized occupancy is achieved in compliance with all applicable financing and land use agreements and HUD requirements.

(END OF SECTION)





### 3.0 SOLICITATION PROCEDURES & SUBMISSION INSTRUCTIONS:

#### 3.1 GENERAL INSTRUCTIONS

When an interested respondent submits a submittal, it shall be considered a complete plan for accomplishing the tasks identified in this RFQ. The interested respondent's submittal must demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in this RFQ.

- 3.1.1 The submission of a submittal shall constitute the interested respondent's indisputable representation of compliance with every requirement of the RFQ, and that the RFQ documents are sufficient in scope and detail to indicate and convey a reasonable understanding of all terms and conditions of performance of the work to interested respondent.
- 3.1.2 Interested respondents shall submit one (1) original submittal marked "ORIGINAL", six (6) copies of the original marked "COPY" and one (1) electronic copy in PDF format submitted on disk or flash drive.
- 3.1.3 Any and all corrections to a submittal shall be initialed in ink by the person signing the submittal for the interested respondent. Any illegible or otherwise unrecognizable corrections or initials may cause rejection of the submittal.
- 3.1.4 Submittal shall be submitted to SNRHA in the prescribed format outlined in this RFQ. A written response is required for each item, unless indicated otherwise.

#### 3.2 SUBMITTAL INSTRUCTIONS

##### 3.2.1 Submittal Forms

- 3.2.1.1 The submittal forms must be completed and submitted to SNRHA by the required due date and time, and in the form prescribed by SNRHA. Electronic mail and facsimile transmissions shall **not** be accepted.
- 3.2.1.2 Interested respondents shall submit their submittals under the interested respondent's exact registered legal name. Failure to do so may delay proper execution of the Contract.
- 3.2.1.3 Interested respondent's authorized signature shall be an original signature in ink. If the submittal is unsigned or the affixed signature is a facsimile or a photocopy, the submittal shall be automatically rejected. If the submittal is not signed by an authorized representative as detailed in the corporate resolution, the submittal shall be automatically rejected.
- 3.2.1.4 A submittal security deposit is not required for this RFQ.



- 3.2.1.5 The numerical outline for the submittal, the titles/subtitles, and the interested respondent's organization and RFQ identification information on the top right-hand corner of each page should be included.
- 3.2.1.6 Consecutive page numbering of the submittal should begin with page one and end with the last numbered page of the complete submittal.
- 3.2.1.7 Submittals must be submitted on white, 8 1/2" x 11" paper and shall be bound such as a three-ring binder. Tabbing of sections is required.
- 3.2.1.8 Place the following information in the upper, left-hand corner on the outside of the envelope when submitting qualifications:
  - Respondent Name
  - Respondent Address
  - Respondent Contact Number
  - RFQ No. and Title
  - Date and Time responses are due

**3.2.2 Submittal Application:**

The following provides guidance on what the qualifications-based submittal must contain and how it must be organized. In order that the SNRHA properly evaluate the proposals received, all proposals submitted must be formatted in accordance with the following noted sequence. Each category must be separated by numbered index dividers and labeled with the corresponding tabs as referenced below. None of the proposed services may conflict with any requirement the SNRHA has published herein or has issued by addendum. Interested respondents are requested to avoid duplicative materials and redundancies in their submittal.

**3.2.2.1 Tab No. 1: Transmittal Letter of Interest**

A transmittal cover letter of interest shall be included and must list the development team members and identify the primary contact person. Please include phone number, facsimile number and e-mail address. The transmittal letter must be signed by an authorized principal of the interested respondent's firm and include:

- 3.2.2.1.1 A statement indicating that the interested respondent is a corporation or other legal entity and the taxpayer identification number of the legal entity.
- 3.2.2.1.2 A statement that the interested respondent is or will be registered to do business in Nevada and the Cities of Las Vegas and North Las Vegas before the start of the work.
- 3.2.2.1.3 A statement that the submittal will remain valid for not less than 180 days from the date of the SNRHA's Board of Directors approval of the Master Developer.



- 3.2.2.1.4 A statement clearly identifying which site(s) the Master Developer is interested in and in order of preference.
- 3.2.2.1.5 Team Description: Provide information on the Master Developer(s) and the development team, including the following:
  - 3.2.2.1.5.1 Contact person, title, telephone/facsimile numbers and e-mail address.
  - 3.2.2.1.5.2 Name of Master Developer, main address, telephone/facsimile numbers, website and e-mail address.
  - 3.2.2.1.5.3 Address, phone and facsimile numbers of office from which services will be provided, if different from above.
  - 3.2.2.1.5.4 Names, addresses, telephone/facsimile numbers, and website of each proposed Development Team Member.
- 3.2.2.1.6 Description of the Master Developer firm size, number of employees, and a description of type, location, scheduled completion and dollar value of the projects in the pipeline.

**3.2.2.2 Tab No. 2: Profile of the Master Developer**

- 3.2.2.2.1 Provide an overview of the Master Developer's experience in the planning, construction and management of projects similar to what is proposed. Include the following information for the last five (5) years. Projects must be listed in chronological order:
  - 3.2.2.2.1.1 List all affordable, RAD, Project-Based Voucher (PBV) and mixed-income rental housing projects (preferably involving public housing units) successfully completed within the past five (5) years, identifying the states where the projects are located, sources of financing including the size of the tax credit allocations and tax-exempt bond allocations received, the name of the investor(s) and dollar amount the investor(s) paid for the tax credits (expressed in cents per tax credit dollar). Specify the number of units, unit size, and income groups served and cost of each project. Provide evidence of timely development demonstrating that projects were on schedule and within budget.
    - 3.2.2.2.1.1.1 Discuss the Master Developer's experience in obtaining, structuring, and implementing layered financing for such projects, including 4% and 9% tax credits and

other sources of financing, particularly in Nevada.

**3.2.2.2.1.1.2** Provide evidence of competence with meeting requirements of LIHTC program and whether Master Developer(s), any affiliated entity or related property manager has ever been cited with any program violations by any state housing finance agency.

**3.2.2.2.1.1.3** Indicate the projects which employed alternative construction techniques, such as deconstruction, prefabricated buildings, etc. Indicate projects employing sustainable development techniques and all LEED-certified development projects.

**3.2.2.2.1.1.4** Demonstrate experience with property management of mixed-income, mixed-finance, RAD, PBVs, and mixed-use rental developments of similar size, either directly or through supervision of property management provided by a third party. Include information about income groups served, current occupancy levels, operating deficit history, and ability to provide funding for community and supportive services programs.

**3.2.2.2.1.1.5** Provide profiles and brief professional resumes of key staff, including the Project Manager, who will be involved in the redevelopment effort. Specify the roles of key staff in carrying out this development initiative and their previous experience with housing development and redevelopment. Describe the project manager's prior experience with projects of similar scope and size, with particular emphasis on experience directing a multi-disciplinary team and facilitating a community involvement process.

**3.2.2.2.2** Provide an organization chart of the development team. All entities that comprise the team must be identified including consultants, Developers, General Contractor, and attorneys, indicating their specialization(s),



specific contribution to the team, and whether they are an M/WBE/Section 3 business. Please provide information on the development team's prior experience working together.

- 3.2.2.2.3 Proposed role of Master Developer(s) within development team.
- 3.2.2.2.4 Provide a narrative description of the team's previous experience in successfully utilizing M/WBE/Section 3 businesses and achieving goals for utilization.
- 3.2.2.2.5 Indicate whether the Master Developer(s) or any team member has ever been terminated from a contract, and if so, describe the circumstances and outcome.
- 3.2.2.2.6 Indicate whether the Master Developer(s) or any team member has ever sued or been sued by a Housing Authority, and if so, describe the circumstances and the outcome.
  - 3.2.2.2.6.1 Provide a statement indicating how the Master Developer(s) will honor all financial guarantees, should the need arise.
  - 3.2.2.2.6.2 Provide five (5) references for the Master Developer that are relevant to the scope of work as anticipated in this RFQ including one from a public sector entity and four from among the following entities:
    - 3.2.2.2.6.2.1 Construction and permanent lenders
    - 3.2.2.2.6.2.2 LIHTC limited partner investor
    - 3.2.2.2.6.2.3 State Housing Finance Authority, if available
    - 3.2.2.2.6.2.4 A community group or public housing resident group that worked with the Master Developer(s) on a specific project

### 3.2.2.3 Tab No. 3: Profiles of the Development Team Members

- 3.2.2.3.1 Provide a narrative overview of each Team Member's experience within their respective disciplines on the planning, development, and operation of mixed-income, mixed-finance, and mixed-use developments of comparable size and complexity in urban areas. At a minimum, Team Members should include: Architect, Engineers, General Counsel, and a General Contractor.

**3.2.2.3.1.1** Architect/Engineer: Include your Nevada License, Form SF330 A/E Qualifications and HUD Form 2530 Previous Participation found In Attachment C.

**3.2.2.3.1.2** General Contractor: Include a copy of a Nevada license, proof of bonding capacity and A-305 GC Qual Statement.

**3.2.2.3.2** Provide examples of each Team Member's prior experience in the planning and construction of mixed-income, mixed-finance, RAD, PBV and mixed-use housing development projects of comparable size and complexity in urban areas within the past five (5) years.

**3.2.2.3.3** Provide examples of each Team Member's experience with public housing requirements, including the rules and requirements applicable to RAD and mixed-finance development using public housing capital funds and public housing operations, as applicable.

**3.2.2.3.4** Provide profiles of key staff for each Team Member who will be involved in the redevelopment effort. Specify the roles of key staff in carrying out this development initiative and their previous experience with housing development and redevelopment.

#### **3.2.2.4 Tab No. 4: Financing Approach**

**3.2.2.4.1** Describe how the Master Developer(s) will pursue financing for the redevelopment effort and leverage SNRHA's resources (including land, rental assistance, HMNI funds, and HUD and SNRHA capital funds). Identify the various funding sources that are appropriate for creating mixed-income developments and the developer's capacity to obtain LIHTC awards in Nevada.

#### **3.2.2.4.2 Business Terms**

SNRHA will utilize either a turnkey approach, with the Master Developer(s) departing upon satisfactory delivery of the completed project, or the Master Developer(s) and SNRHA will co-own the property through the initial tax credit compliance period. The Master Developer(s) should specify how the business terms would differ depending upon the approach and which approach it prefers.

SNRHA intends for the selected Master Developer(s) to fund all pre-development expenses. Additionally, in consideration of contribution of resources including funding and land, SNRHA anticipates a return on its investment. The form of this return will include a minimum of 25% share of Developer(s) fees to SNRHA on Duncan and Edwards and 28<sup>th</sup> and Sunrise and 50% share of Developer(s) fees to SNRHA on Old Rose Gardens, share of residual cash flow, rent on the land that is ground leased, or other mechanisms proposed by the Master Developer(s) and acceptable to SNRHA.

On Attachment D Business Terms, the Master Developer(s) should propose business terms and the specific role for SNRHA in the ownership structures (for both the residential and non-residential components), as appropriate (e.g. special limited partner, co-developer, lender, ground lessor, etc.) that allows them to receive an investment return and does not negatively impact the underlying project economics. The Master Developer(s) must clearly outline their initial terms related to Developer fees, cash flow, and other terms identified in the Attachment and state its position and reasoning for each of the development cost areas. All terms are subject to negotiation after award of this RFQ and as part of the MDA negotiation process.

**3.2.2.4.2.1 Fees and Cost Limitations.**

HUD's Cost Control and Safe Harbor Guidelines will be the basis for negotiating business terms:

[https://www.hud.gov/sites/documents/DOC\\_9880.PDF](https://www.hud.gov/sites/documents/DOC_9880.PDF)

These guidelines set limits for developer, Developer and property management fees, govern the use of, contribution to, and pay out of reserves and Developer(s) fees, control SNRHA's contribution to funding predevelopment activities, and determine how much public housing funding can be provided to fund a development. Funds may be provided for the development of the public housing units in accordance with regulatory and policy restrictions.

Fee limits and underwriting guidelines are further govern by the 2023 Nevada Housing Division tax credit Qualified Allocation Plan (QAP), which can be found here:

[https://housing.nv.gov/Programs/LIT/QAP/Qualified Allocation Plan/](https://housing.nv.gov/Programs/LIT/QAP/Qualified_Allocation_Plan/)

**3.2.2.4.2.2 Development guaranty.** The Master Developer(s) shall provide an unlimited guaranty of completion and performance from a financially responsible entity satisfactory to SNRHA to ensure that the development is completed. The guaranty shall cover development costs in excess of contingencies agreed to by SNRHA. Further details of the guaranty will be negotiated and included in the Master Development Agreement.





**3.2.2.4.2.3** Right of first refusal and/or purchase option. SNRHA will be provided a right of first refusal and purchase option using the minimum purchase price permitted under federal tax law to secure the right to purchase public housing units and/or the mixed-income rental developments in which they are a part upon expiration of mortgages, refinancing, or notification of interest/readiness to sell housing developments.

**3.2.2.5 Tab No. 5: Community Participation**

**3.2.2.5.1** Describe how the team will involve the SNRHA residents and the surrounding community in the planning and implementation of the redevelopment activities.

**3.2.2.5.2** The response must include a discussion of the approach and methods your team will utilize to assure meaningful participation by SNRHA residents, community stakeholders and local government entities in the planning and implementation.

**3.2.2.6 Tab No. 6: MBE/WBE/Section 3 Participation Plan**

**3.2.2.6.1** 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.

**3.2.2.6.2** As part of negotiated Section 3 and MBE/WBE activities, the Master Developer(s) must commit to engaging with local businesses in the redevelopment and construction process. In addition, the Master Developer(s) must work closely with SNRHA to identify Section 3 business concerns and MBE/WBE firms and ensure that bids will be solicited from these firms, including requiring any primary subcontractors to make every effort reasonable to offer subcontracting opportunities to Section 3 and MBE/WBE firms.

**3.2.2.6.3** Current Section 3 Goals are as follows:

**3.2.2.6.3.1** 25% of labor hours performed by Section 3 workers and

**3.2.2.6.3.2** 5% of labor hours performed by targeted Section 3 workers.





- 3.2.2.7 Tab No. 7: Proposed Services:** As more fully detailed within the Scope of Services of this document, Developers shall at a minimum, clearly detail the information submitted under this tab to include the following:
- 3.2.2.7.1.1** Describe in detail the process you will follow from schematic approval through approval of the final design.
  - 3.2.2.7.1.2** Describe the methods you will use to maintain the provided schedules. Describe the types of problems that you have encountered on similar projects and explain what you did to resolve the problems and what you would do differently to avoid such problems on future projects.
  - 3.2.2.7.1.3** Describe how your firm can add value to this project and the process and include examples of situations from comparable projects where the Owner realized tangible value.
  - 3.2.2.7.1.4** **Construction Costs:** Describe cost control methods you use and how you establish cost estimates. Include information on determining costs associated with construction in existing facilities and the steps in your standard change order procedure.
  - 3.2.2.7.1.5** **Legal Concerns:** Explain the circumstances and outcome of any litigation, arbitration, or claims filed against your company by a governmental agency or any of the same you have filed against a governmental client.
- 3.2.2.8 Tab No. 8: Client Information:** The Developer shall submit a listing of a minimum of five (5) former or current clients, including the Public Housing Authorities, for whom the Developer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
- 3.2.2.8.1** The client's name;
  - 3.2.2.8.2** The client's address;
  - 3.2.2.8.3** The client's telephone number; and
  - 3.2.2.8.4** A brief description and scope of the services and the dates the services were provided.
- 3.2.2.9 Tab No. 9: Equal Employment Opportunity:** The Developer 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, responses shall be



considered for an award of points pursuant to Evaluation Criteria Factor No. 5. However, any responses that do not provide this information will NOT be considered for award of such points.

**3.2.2.10 Tab No. 10: Other Information (Optional Item):** The Developer may include under this tab any other general information that he/she believes is appropriate to assist the SNRHA in its evaluation. This Tab shall be limited to twenty-five (25) pages.

**3.2.2.11 Tab No. 11: Required HUD and SNRHA Forms and Certifications**

**3.2.2.11.1 Form of Proposal (Checklist), Disclosure of Ownership, Conflict of Interest Form, SAM Registration and W9:** These forms are attached as Attachment B to this RFQ document.

**3.2.2.11.2 HUD Form Standard Form 330, (SF330) Architect/Engineers Qualifications**

**3.2.2.11.3 HUD Form 2530, Previous Participation Certificate**

**3.2.2.11.4 HUD-5369-B, Instructions to Offerors, Non-Construction**

**3.2.2.11.5 HUD-5370, General Conditions for Non-Construction Contracts**

**3.2.2.11.6 SNRHA Drug-Free Workplace Certification**

**3.2.2.11.7 Authorization to Release Information**

**3.2.2.11.8 Non-Collusive Affidavit Certification**

**3.2.2.11.9 Applicable Section 3 Forms**

**3.2.2.12 Tab No. 12: Financial Statements**

**3.2.2.12.1** Attach three (3) concurrent years of audited or Certified Public Accountant prepared financial statements from each member of the Master Developer's team who will be providing any guarantees in connection with the development and operation of the project.

**3.2.2.12.2** The financial statements must include the most current year for which audited or CPA prepared financial statements are available.

**3.2.2.12.3** The statements must include an Income Statement as well as a Balance Sheet showing assets, liabilities and net worth of the entity. Financial statements and bank references may be placed in a separate sealed envelope marked "Confidential."



**3.2.3 Proposal Submission:**

All proposals submitted must be time-stamped and received by the SNRHA Procurement & Contracts Office no later than the submittal deadline stated within this Solicitation (or within any ensuing addendum). A total of six (6) hard copy Proposals and one electronic proposal submitted on flash drive must be submitted. Each of the submittals must have a cover and extending tabs and all proposal materials shall be placed unfolded in a sealed package and addressed to:

**Southern Nevada Regional Housing Authority (SNRHA)**  
**Attention: Procurement Department**  
**340 N. 11th Street**  
**Las Vegas, NV 89101**  
**RFQ No. Q23032, Mixed Financed/Mixed Income Redevelopment of Three**  
**Sites: Duncan & Edwards, Old Rose Gardens and 28th & Sunrise**

**NOTE:** The package exterior must clearly denote the above noted RFQ number and name of Solicitation and must have the Developer's name and return address. **Proposals submitted after the published deadline will not be accepted. No Exceptions.**

**3.2.4 Proposal Submission Categories:**

All firms participating in this RFQ process shall provide the required qualification information per this solicitation. Firms can submit proposals for one, two or all three sites.

**3.2.5 SUBMISSION CONDITIONS:**

DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Developers are not allowed to change any requirements or forms contained within this RFQ Solicitation, 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 Developer, 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 accessing the <https://ha.internationaleprocurement.com/> internet site, registering and downloading these documents, each prospective Developer that does so is agreeing to confirm all notices that the SNRHA delivers to him/her as instructed, and by submitting a proposal, the Developer agree to abide by all terms and conditions published herein and by addendum pertaining to this RFQ.

**3.3 DEVELOPER'S RESPONSIBILITIES REGARDING CONTACT WITH THE SNRHA:**

It shall be the responsibility of each Developer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the SNRHA, including this RFQ Solicitation, the documents listed above, and any addenda and required attachments submitted by the Developer. By virtue of completing, signing and submitting the completed documents, the Developer is stating his/her agreement to comply with the all conditions



and requirements set forth within those documents. Written notice from the Developer not authorized in writing by the SNRHA PM to exclude any of the SNRHA requirements contained within the documents may cause that Developer to not be considered for award.

It is the responsibility of the Developer to address all communication and correspondence pertaining to this RFQ process to the SNRHA's designated primary contact person only. Developers must not make inquiry or communicate with any other SNRHA staff member or official (including members of the Board of Commissioners) pertaining to this RFQ. Failure to abide by this requirement may be cause for the SNRHA to not consider a proposal submittal received from any Developer who violates this directive.

**3.4 QUESTION & ANSWER (Q&A) PERIOD:**

All questions and requests for interpretation must be provided in writing **by the deadline date and time reference on page six (6) "RFQ Information at a Glance", no questions will be addressed after this deadline. No exceptions.** All questions and request for interpretation must be submitted only via <https://ha.internationaleprocurement.com/>. Submitting your questions via this website provides a process of transparency and fairness in that all questions asked will be answered simultaneously to all Developers registered on this site.

During the period between SNRHA's issuance of this RFQ Solicitation and the **Proposal Submission due date of April 20, 2023, 10:00 AM**, no oral interpretation of the RFQ's requirements will be provided to any prospective Developer beyond the Pre-Proposal Conference.

**3.5 PROPOSAL EVALUATION PROCEDURES:**

**3.5.1 Evaluation Factors:** The following factors will be utilized by an appointed Evaluation Committee to evaluate the Proposals received:

NO.	MAX POINT VALUE	PROPOSAL EVALUATION FACTORS
1	35 points (Subjective)	<b>PROFESSIONAL QUALIFICATIONS:</b> Evidence of the firm's ability to perform the work as indicated by profiles of the principals' and staffs' professional and technical competence/experience, and their facilities. <b>EXPERIENCE:</b> Developer displays for the work required, based upon the work history and the resumes submitted for the staff proposed to perform the work. Add local experience information.
2	25 points (Subjective)	<b>PAST PERFORMANCE:</b> Developer's prior work of the same or similar nature, to include terms of cost control, quality of work and compliance with performance schedules based on the letters of reference and/or client lists submitted and results of any consultation the SNRHA chooses to conduct with such; each based upon the opinion of the evaluators.
3	30 points (Subjective)	<b>SPECIALIZED KNOWLEDGE, TECHNICAL COMPETENCE, CAPABILITY and READINESS:</b> Developer displays: 1. Capability to provide professional services in a timely manner;



		2. Evidence that the Master Developer is currently registered in the State of the project's location and carries Errors and Omissions insurance (Note that this is a yes or no criterion: if the answer is no, the firm is disqualified, no point-scored); 3. Demonstrated 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; 4. The resources or ability to retain the resources to provide the Scope of Work; 5. A realistic approach to the performance of the required work; and 6. Overall readiness of the proposed team, including the General Contractor, to begin work in the time frames specified
4	5 points (Subjective)	<b>THE OVERALL QUALITY OF THE PROPOSAL SUBMITTED</b> , based upon the opinion of the evaluators.
5	5 points (Subjective)	<b>DEVELOPER TEAM(S) DIVERSITY (Max of 5 Points)</b>
5a	5 points	Women or Minority-Owned Business.
5b	3 points	Joint venture with a woman, minority or HA resident-owned business
5c	1 point	Practice and history of employing minority and/or women in Management and/or Professional positions.
<b>100 Points</b>		<b>Total Possible Points</b>

**3.5.2 Evaluation Method/Plan:**

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

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

- 3.5.2.2.1** Instructions to Evaluators;
- 3.5.2.2.2** Proposal Tabulation Form;
- 3.5.2.2.3** A copy of this RFQ Solicitation and any Addenda; and
- 3.5.2.2.4** A copy of the Developer's Proposal.

**3.5.2.3 Evaluation Committee:** SNRHA anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive proposals submitted in response to this RFQ. PLEASE NOTE: No Developer(s) shall be informed at any time during or after the RFQ process as to the identity of any evaluation committee member. If, by chance, a Developer 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 RFQ. As detailed within the above Section 3.7, the SNRHA's designated primary contact is the only person at the SNRHA that Developers shall contact regarding this RFQ. Failure to abide by this

requirement may (and most likely will) cause such Developer(s) to be eliminated from consideration for award.

**3.5.2.4 Evaluation:** The SNRHA PM or designee will evaluate and award points pertaining to the Evaluation Factors. The appointed Evaluation Committee, independent of the SNRHA PM or any other person at the SNRHA, shall evaluate the proposals submitted and award points according to Evaluation Factors. Upon final completion of the proposal evaluation process, the Evaluation Committee will forward the completed evaluations to the SNRHA PM or designee.

**3.5.2.5 Determination of Top-Ranked Developer(s):** The points awarded by the Evaluation Committee shall be combined with the points awarded by the SNRHA PM or designee to determine the initial rankings, which shall be forwarded by the SNRHA PM to the SNRHA ED for review.

**3.5.2.6 Interviews:** The Evaluation Committee may conduct interviews with the top rated Respondents to further evaluate their abilities to execute said scope of services to be performed. Upon completion of the interview process, the Evaluation Committee will forward the completed updated evaluations to the SNRHA PM or designee for review.

**3.5.2.7 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.

**3.5.3 Notice of Results of Evaluation:**

All Developers will receive by e-mail a Notice of Results of Evaluation via the <https://ha.internationaleprocurement.com/> website. Such notice shall inform all Developer(s) of:

**3.5.3.1** Which Developer(s) received the award; and

**3.5.3.2** Where each Developer placed in the process as a result of the evaluation of the proposals received (i.e. total points awarded to each Developer).

**3.5.4 Restrictions:**

All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a Developer entity will be excluded from participation on the HA Evaluation Committee. Similarly, all persons having ownership interest in and/or contract with a Developer's entity will be excluded from participation on the HA Evaluation Committee.





**3.5.5 Minimum Evaluation Results:**

To be considered to receive an award a Developer must receive a total calculated average of at least 75 points (of the 100 total possible points detailed within herein).

**3.6 CONTRACT AWARD:**

**3.6.1 Contract Award Procedure:** If a contract is awarded pursuant to this RFQ, the following detailed procedures will be followed:

**3.6.1.1** It is anticipated that upon final completion of the Proposal Evaluation Process, the Evaluation Committee will forward the completed evaluations to the HA PM or designee. The SNRHA PM will formulate and forward to the SNRHA Executive Director (ED) for approval of a written award recommendation. The SNRHA ED will review the recommendation and, if in agreement, take the award recommendation to the SNRHA BOC at a scheduled board meeting for approval (typically for contracts with a total value greater than \$150,000.00). If so, the HA BOC will then make its determination of whether or not to follow the committee's recommendation. If the recommendation is followed and the top-rated Developer is approved for award, all Developers will, after a contract is executed with the successful Developer, as detailed within Section 3.14, receive a Notice of Results of Evaluation.

**3.6.2 Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the HA pursuant to this RFQ:

**3.6.2.1** Contract Form: SNRHA will not execute a contract on the successful Developer's form - contracts will only be executed after negotiation and agreement by both parties. If a contract cannot be negotiated between SNRHA and the Developer(s), SNRHA reserves the right to terminate negotiations with the Developer and begin negotiations with the next highest-ranked Developer(s).

**3.6.2.2** SNRHA makes no guarantee of a minimum or maximum number of Projects to be awarded to any one Developer.

**3.6.2.3** Assignment of Personnel: The SNRHA shall retain the right to demand and receive a change in personnel assigned to the work if the SNRHA believes that such change is in the best interest of the HA and the completion of the contracted work.

**3.6.2.4** Unauthorized Sub-Contracting Prohibited: The successful Developer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFQ (including, but not limited to, selling or transferring the contract) without the prior written consent of the HA PM. Any purported assignment of interest or delegation of duty, without the prior written consent of the SNRHA PM shall be void and may result in the cancellation of the contract with the SNRHA, or may





result in the full or partial forfeiture of funds paid to the successful Developer as a result of the proposed contract; either as determined by the SNRHA PM.

**3.6.3 Contract Period:** The HA anticipates that it will initially award a contract(s) for a period of one year with SNRHA's option of four one-year renewals for a maximum period of five years, which is the maximum effective date of the Solicitation regarding these services.

### 3.7 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 Developers with whom the PHA does business. Please refer to Handbook No. 7460.8 Rev 2, Chapter 4, which explains the following specific ethical requirements for PHA contracting 24 CFR 85.36 (b)(3):

**3.7.1 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 Developers. 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.

**3.7.2 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:

**3.7.2.1** 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.

**3.7.2.2** 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.

**3.7.2.3** In addition to any other applicable conflict of interest requirements, neither the PHA nor any of its Developers or their Team Members 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:



**3.7.2.3.1** 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.

**3.7.3** 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.

**3.7.4** 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 the ACC).

**3.7.5** 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 ACC, Form HUD-53012A, Section 19 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.

#### **4.0 LICENSING AND INSURANCE REQUIREMENTS:**

Prior to award (but not as a part of the proposal submission) the successful Developer will be required to provide:

**4.1** An original certificate evidencing the Developer's current industrial (workers compensation) insurance carrier and coverage amount;

**4.2** An original certificate evidencing General Liability coverage, naming the HA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Southern Nevada Regional Housing Authority 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;

**4.3** An original certificate showing the Developer'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;

**4.4** An original certificate showing the Developer'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.

- 4.5 A copy of the Developer's business license allowing that entity to provide such services within the City of Las Vegas, NV;
- 4.6 If applicable, a copy of the Developer's license issued by the State of Nevada licensing authority allowing the Developer to provide the services detailed herein.
- 4.7 The requested related information shall also be entered where provided for on the Disclosure of Ownership Form (DO NOT ATTACH OR SUBMIT COPIES WITHIN THE PROPOSAL SUBMITTAL- we will retrieve the necessary certificates from the successful Developer(s) prior to contract execution).

**5.0 RIGHT TO NEGOTIATE FINAL BUSINESS TERMS:**

The SNRHA shall retain the right to negotiate the business terms with each successful Developer, meaning the business terms proposed by the selected Developer(s) may, at the SNRHA's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the SNRHA Evaluation Panel has chosen a top-rated Developer or Developers. If such negotiations are not, in the opinion of the SNRHA Procurement Manager successfully concluded, the SNRHA shall retain the right to end such negotiations and begin negotiations with the next rated Developer. The SNRHA shall retain the right to negotiate with and make an award to more than one Developer, 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.

**6.0 ATTACHMENTS:**

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

**Attachment A:** Form of Proposal Checklist; (Return under Tab 11)

**Attachment B:** Disclosure of Ownership Form, Disclosure of Conflict of Interest Form, SAM Registration and W9

**Attachment C:** HUD & SNRHA Required Forms (as applicable):

**Form SF330** Architect/Engineers Qualifications

**HUD Form 2530**, Previous Participation Certification

**Form HUD-5369-B**, Instructions to Offerors, Non-Construction

**Form HUD 5370-C**, General Conditions for Non-Construction Contracts – Sections 1 and 2

**SNRHA Drug-Free Workplace Certification**



**Authorization to Release Information**

**Non-Collusive Affidavit Certification**

**Attachment D:** Business Terms

**Attachment E:** Section 3 Policy, Section 3 Contractor Initial Response, and Section 3 Business Concerns Preference (if applicable)

**Attachment F:** Equal Employment Opportunity Statement (Include History of Hiring Minorities, if applicable)

**Attachment G:** Sample Model Form of Agreement Between Owner and Design Professional and Sample Insurance Certificate

**Attachment H:** Project projections, parcel maps and aerials and conceptual site plans



# **ATTACHMENT A**

## **FORM OF PROPOSAL (CHECKLIST)**

**COMPLETED AND RETURNED UNDER TAB 11 OF BID**



**FORM OF PROPOSAL – ATTACHMENT A**

(This Form must be fully completed and placed under Tab No. 11 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 Proposer’s Statement as noted below:

<b>X = INFO INCLUDED</b>	<b>SUBMITTAL ITEMS: <i>Six (6) proposals, including one with original signatures and five (5) marked copies</i></b>
_____	<b>Tab 1 Letter of Interest</b>
_____	<b>Tab 2 Profile of Master Developer</b>
_____	<b>Tab 3 Profiles of Development Team Members</b>
_____	<b>Tab 4 Financing Approach – Business Terms</b>
_____	<b>Tab 5 Community Participation</b>
_____	<b>Tab 6 MBE/WBE/Section 3 Participation Plan</b>
_____	<b>Tab 7 Proposed Services</b>
_____	<b>Tab 8 Client Information</b>
_____	<b>Tab 9 Equal Employment Opportunity Policy and History of Minority and Women Hiring</b>
_____	<b>Tab 10 Other Information (Optional)</b>
_____	<b>Tab 11 Required HUD and SNRHA Forms and Certifications</b> <ul style="list-style-type: none"> <li>• Form of Proposal</li> <li>• Disclosure of Ownership Form</li> <li>• Disclosure of Conflict of Interest</li> <li>• SAM Registration</li> <li>• W9</li> <li>• Form SF330 Architect/Engineers Qualification</li> <li>• HUD Form 2530 Previous Participation Certification</li> <li>• HUD-5369-B, Instructions to Offerors, Non-Construction</li> <li>• HUD 5370, General Conditions for Non-Construction Contracts</li> <li>• SNRHA Drug-Free Workplace Certification</li> <li>• Authorization to Release Information</li> <li>• Non-Collusive Affidavit Certification</li> <li>• Applicable Section 3 Forms</li> </ul>
_____	<b>Tab 12 Financial Statements</b>



---

**PROPOSER'S STATEMENT**

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the SNRHA discovers that any information entered herein to be false, such shall entitle the SNRHA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by entering and submitting the costs where provided within the noted Internet System, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFQ as issued by the HA, either in hard copy or on the noted Internet System. Pursuant to all RFQ Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the HA with the services described herein for the fee(s) entered within the areas provided within the noted Internet System pertaining to this RFQ.

---

**SIGNATAURE**

---

**DATE**

---

**PRINTED NAME**

---

**FIRM NAME**





# **ATTACHMENT B**

**DISCLOSURE OF OWNERSHIP FORM  
DISCLOSURE OF CONFLICT OF INTEREST  
SAM REGISTRATION REQUIRED**

PLEASE GO TO [SAM.GOV](http://SAM.GOV) TO REGISTER AND PROVIDE CONFIRMATION IN YOUR PROPOSAL SUBMISSION

**W9**

(PLACE UNDER TAB 11)



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

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**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](http://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@sivrha.org](mailto:procurement@sivrha.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. **FOR CONSULTANTS ONLY**
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@sivrha.org](mailto:procurement@sivrha.org)



**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**

*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](http://WWW.SAM.GOV) to register.

**\*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 \_\_\_\_\_



## 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 PLACED UNDER TAB 1 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.

**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.

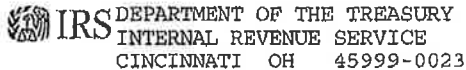
Please identify the Conflict of Interest below: (Add supplemental sheet if required)

PERSON NAME		TITLE	RELATIONSHIP
I certify that the above information is true.			
Name: <i>(print)</i>		Title:	
Signature:		Date:	









DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: 09-11-2009

Employer Identification Number:  
27-0910670

Form: SS-4

Number of this notice: CP 575 A

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

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

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

#### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

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

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

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

Form 941

01/31/2010

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

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

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





# **ATTACHMENT C**

## **HUD & SNRHA REQUIRED FORMS**

(PLACE UNDER TAB 11)

FORM SF330 ARCHITECT & ENGINEERS QUALIFICATIONS

HUD FORM 2530 PREVIOUS PARTICIPATION CERTIFICATION

FORM HUD-5369-B, INSTRUCTIONS TO OFFERORS, NON-CONSTRUCTION

FORM HUD-5370-C GENERAL CONDITIONS FOR NON-CONSTRUCTION  
CONTRACTS

SNRHA DRUG FREE WORKPLACE CERTIFICATION

AUTHORIZATION TO RELEASE INFORMATION

NON-COLLUSIVE AFFIDAVIT CERTIFICATION

# ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157  
Expiration Date: 2/29/2024

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

## PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

## GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

## INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

## DEFINITIONS

**Architect-Engineer Services:** Defined in FAR 2.101.

**Branch Office:** A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

**Discipline:** Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

**Firm:** Defined in FAR 36.102.

**Key Personnel:** Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

## SPECIFIC INSTRUCTIONS

### Part I - Contract-Specific Qualifications

#### Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

#### Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

---

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract.

Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

**Section G. Key Personnel Participation in Example Projects.**

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

**Section H. Additional Information.**

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

**Section I. Authorized Representative.**

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

**SAMPLE ENTRIES FOR SECTION G (MATRIX)**

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electrical Engineer	X	X		X						

**29. EXAMPLE PROJECTS KEY**

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

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## Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.



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List of Disciplines (*Function Codes*)

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<b>Code</b>	<b>Description</b>	<b>Code</b>	<b>Description</b>
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (*Profile Codes*)

<b>Code</b>	<b>Description</b>	<b>Code</b>	<b>Description</b>
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Navais; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
B01	Barracks; Dormitories	E13	Environmental Testing and Analysis
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
C01	Cartography	F02	Field Houses; Gyms; Stadiums
C02	Cemeteries ( <i>Planning &amp; Relocation</i> )	F03	Fire Protection
C03	Charting: Nautical and Aeronautical	F04	Fisheries; Fish ladders
C04	Chemical Processing & Storage	F05	Forensic Engineering
C05	Child Care/Development Facilities	F06	Forestry & Forest products
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Air-borne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building ( <i>low rise</i> ) ; Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C13	Computer Facilities; Computer Service	H02	Hazardous Materials Handling and Storage
C14	Conservation and Resource Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C15	Construction Management	H04	Heating; Ventilating; Air Conditioning
C16	Construction Surveying	H05	Health Systems Planning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H06	Highrise; Air-Rights-Type Buildings
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H07	Highways; Streets; Airfield Paving; Parking Lots
C19	Cryogenic Facilities	H08	Historical Preservation
D01	Dams ( <i>Concrete; Arch</i> )	H09	Hospital & Medical Facilities
D02	Dams ( <i>Earth; Rock</i> ); Dikes; Levees	H10	Hotels; Motels
D03	Desalinization ( <i>Process &amp; Facilities</i> )	H11	Housing ( <i>Residential, Multi-Family; Apartments; Condominiums</i> )
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (*Profile Codes continued*)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems ( <i>Rural; Mobile; Intercom, Etc.</i> )
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers ( <i>Self-Supporting &amp; Guyed Systems</i> )
		T06	Tunnels & Subways

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List of Experience Categories (*Profile Codes continued*)

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<b>Code</b>	<b>Description</b>
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

# ARCHITECT-ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

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2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

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5. NAME OF FIRM

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6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

### C. PROPOSED TEAM

*(Complete this section for the prime contractor and all key subcontractors.)*

	<i>(Check)</i>				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCON-TRACTOR			
a.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

*(Attached)*

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION *(City and State)*

16. EDUCATION <i>(Degree and Specialization)</i>	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

a. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

b. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

c. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

d. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

e. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  Check if project performed with current firm

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		<b>20. EXAMPLE PROJECT KEY NUMBER</b>
<b>21. TITLE AND LOCATION</b> <i>(City and State)</i>	<b>22. YEAR COMPLETED</b>	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

**23. PROJECT OWNER'S INFORMATION**

<b>a. PROJECT OWNER</b>	<b>b. POINT OF CONTACT NAME</b>	<b>c. POINT OF CONTACT TELEPHONE NUMBER</b>
<b>24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT</b> <i>(Include scope, size, and cost)</i>		

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>b.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE





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**H. ADDITIONAL INFORMATION**

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30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

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**I. AUTHORIZED REPRESENTATIVE**

*The foregoing is a statement of facts.*

31. SIGNATURE

32. DATE

33. NAME AND TITLE



Previous Participation Certification

OMB Approval No. 2502-0118  
(Exp. 05/31/2019)

**US Department of Housing and Urban Development**  
Office of Housing/Federal Housing Commissioner

**US Department of Agriculture**  
Farmers Home Administration

**Part I to be completed by Controlling Participant of Covered Projects**

(See instructions)

Reason for submission:

1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code	
<b>Southern Nevada Regional Housing Authority</b>			
3. Loan or Contract amount \$	4. Number of Units or Beds 200	5. Section of Act	6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)

**7. List all proposed Controlling Participants and attach organization chart for all organizations**

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	8 Role of Each Principal in Project	9. SSN or IKS Employer Number

Certifications: The controlling participants(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as controlling participant(s) in the role(s) and project listed above. The controlling participant(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The controlling participant(s) further certify that to the best of their knowledge and belief:

- Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
- For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
  - No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
  - The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
  - There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
  - There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
  - The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
  - The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government from doing business with such Department or Agency;
  - The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
  - All the names of the controlling participants who propose to participate in this project are listed above.
  - None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
  - None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
  - None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
  - None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
  - Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initiated each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Controlling Participant	Signature of Controlling Participant	Certification Date (mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)			Area Code and Tel. No.

# Previous Participation Certification

OMB Approval No. 2502-0118

(Exp. 05/31/2019)

**Schedule A: List of Previous Projects and Section 8 Contracts.** Below is a complete list of the controlling participants' previous participation projects and participation history in multifamily Housing Programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, **"No previous participation, First Experience"**.

1. Controlling Participants' Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Participants' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain	6. Last MOR rating and Physical Insp. Score and date

## Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box:

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information, form HUD-2530 approval <input type="checkbox"/> B. Name match in system <input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum)
Staff	Processing and Control	<input type="checkbox"/> Approved <input type="checkbox"/> Yes <input type="checkbox"/> No
Signature of authorized reviewer		Signature of authorized reviewer <input type="checkbox"/> Yes <input type="checkbox"/> No Date (mm/dd/yyyy)

### **Instructions for Completing the Previous Participation Certificate, form HUD-2530**

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. part 200, subpart H, can be obtained on-line at [www.gpo.gov](http://www.gpo.gov) and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. **Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Account Executive.

**Purpose:** This form provides HUD with a certified report of all previous participation in HUD programs by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all controlling participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

*Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.*

**Who Must Sign and File Form HUD-2530:** Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR 200.212, and as further clarified by the Processing Guide referenced in 24 CFR 200.210(b) and made available on the HUD website at: [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/housing/mfh/prevparticipation](http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation).

**Where and When Form HUD-2530 Must Be Filed:** The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for

projects listed in 24 CFR 200.214 and for the Triggering Events listed at 24 CFR 200.218.

**Review of Adverse Determination:** If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration in accordance with 24 CFR 200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

**Specific Line Instructions** are set forth in the Processing Guide.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a controlling participant may not participate in a proposed or existing multifamily or healthcare project. HUD uses this information to evaluate whether or not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate the potential controlling participants and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

**Privacy Act Statement:** The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

**Public reporting burden** for this collection of information is estimated to average 1 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. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.



# 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:]

# 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 II – (With 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-5370C 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 905.200) 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 II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

#### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.(ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

#### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

#### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

#### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## 5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
  - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

## 6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

## **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

## **8. Non-Federal Prevailing Wage Rates**

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.



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

Page 1 of 2

- 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
  - (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)

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By: \_\_\_\_\_  
GENERAL CONTRACTOR

\_\_\_\_\_  
ATTEST

Name (print): \_\_\_\_\_

Signature

Date



# AUTHORIZATION TO RELEASE INFORMATION

(RETURN UNDER APPROPRIATE TAB OF YOUR SUBMISSION)

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

Attn: Linda P. Simpson  
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 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: \_\_\_\_\_







# **ATTACHMENT D**

## **BUSINESS TERMS**

(PLACE UNDER TAB 4)

**Exhibit C: Proposed Business Terms  
Developer for Southern Nevada Regional Housing Authority**

Business Term	Developer Proposed
<b>Role of SNRHA and/or Affiliate</b>	
<p>In consideration of contribution of resources including funding, land, and staff effort, SNRHA anticipates a return on its investment. The form of this return can include a share of developer fees and cash flow, or by other mechanisms proposed by the Developer and acceptable to SNRHA.</p> <p><b>The Developer should propose their expected fee structure including any Deferred Developer Fee amount.</b></p>	
<b>Capacity Building</b>	
<p><b>SNRHA and/or SNRHA’s non-profit affiliate expects to be Co-Developer on this project. The Developer must provide a description regarding how SNRHA, its affiliate and/or its staff can participate in and/or develop experience with LIHTCs.</b></p> <p>The role should include assisting RHA’s affiliate in developing experience necessary to be able to apply for tax credits as a Principal applicant in the future. SNRHA’s intent is that an SNRHA’s affiliate participates as the managing member and that SNRHA’s affiliate and the Co-Developer execute a joint venture arrangement. The Co-Developer shall mentor and provide training to SNRHA’s affiliate regarding management, tax credit and regulatory compliance, including all applicable requirements through leasing.</p> <p>SNRHA understands that any role it plays in development is subject to the approval of equity investors and lenders.</p>	

**Exhibit C: Proposed Business Terms  
Developer for Southern Nevada Regional Housing Authority**

Business Term	Developer Proposed
<b>Development Guaranty</b>	
<p>The Developer and each of its principals shall provide an unlimited guaranty of completion and performance from a financially responsible entity satisfactory to SNRHA's affiliate to ensure that the development is completed. The guaranty shall cover development costs in excess of contingencies agreed to by SNRHA's affiliate. Further details of the guaranty will be negotiated and included in the Master Development Agreement. SNRHA's affiliate will not participate in or provide independent guaranties.</p> <p><b>Developer should confirm that these terms will be acceptable.</b></p>	
<b>Ownership</b>	
<p>Serve as a Special Member in the Owner Entity and remain in the project for a period of time.</p> <p><b>Developer should confirm that these terms will be acceptable and specify the number of years they expect to remain in the ownership entity.</b></p> <p>SNRHA's affiliate understands that these terms will require the approval of the investor member.</p>	
<p>Transfer ownership interest in the Owner Entity to SNRHA's non-profit affiliate immediately upon the completion of the compliance period required by the State Housing Finance Agency after the project placed in service date.</p> <p><b>Developer should confirm that these terms will be acceptable.</b></p> <p>SNRHA's affiliate understands that these terms will require the approval of the investor member lenders, and the State Housing Finance Agency.</p>	

**Exhibit C: Proposed Business Terms  
Developer for Southern Nevada Regional Housing Authority**

Business Term	Developer Proposed
Provide the percentage of ownership the Respondent anticipates.	
<b>Fees and Cost Limitations</b>	
<b>The Developer must state its position and reasoning for each of the following development cost areas:</b>	
<p>Developer proposed development fee, stated as a percentage of total development costs as defined by the State Housing Finance Agency and timing for payment of the development fee.</p> <p>If developer fees are deferred, is the Developer willing to defer on the same basis as the developer fee split?</p>	
Provide a detailed listing of anticipated consultant expenses to be paid from Developer Fee and those that will be a project expense.	

**Exhibit C: Proposed Business Terms  
Developer for Southern Nevada Regional Housing Authority**

Business Term	Developer Proposed
<b>Right of First Refusal and/or Purchase Option</b>	
<p>For properties that utilize Low Income Housing Tax Credits, SNRHA's affiliate expects to be the Managing Member and have the Right of First Refusal for debt plus taxes as provided in Section 42 of the Internal Revenue Code, as well as an Option on terms acceptable to SNRHA's affiliate. For other types of affordable housing not using tax credits, SNRHA or its affiliates expects to be the sole owner of these properties.</p> <p><b>Developer should confirm that these terms will be acceptable.</b></p> <p>SNRHA understands that the above arrangement is subject to the approval of equity investors and lenders.</p>	
<b>Management of Developed Properties</b>	
<p>SNRHA is proposing to act as property manager of the completed properties.</p> <p><b>Developer should confirm that these terms will be acceptable.</b></p>	

Submitted:

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Company



# **ATTACHMENT E**

## **SECTION 3 POLICY**

### **SECTION 3 CONTRACTOR INITIAL RESPONSE**

### **SECTION 3 BUSINESS CONCERNS PREFERENCES**

(PLACE UNDER TAB 11)

**Southern Nevada Regional Housing Authority**

**SECTION 3 POLICY**





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## I. INTRODUCTION

Southern Nevada Regional Housing Authority (“SNRHA”) has compiled this Section 3 Policy Guide to assist contractors and subcontractors in complying with the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968 (12 USC 1701u), as amended by SNRHA (hereafter “Section 3”). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

## II. DEFINITIONS

- A. **Low- and very low-income:** Low- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD income limits may be obtained from:  
<https://www.huduser.gov/portal/datasets/il.html>
- B. **Safe Harbor:** Recipients will be considered to have complied with the Section 3 requirements and met the safe harbor, in the absence of evidence to the contrary, if they certify that they have followed the required prioritization of effort and met or exceeded the applicable Section 3 benchmarks. If a recipient agency or contractor does not meet the benchmark requirements but can provide evidence that they have made a number of qualitative efforts to assist low- and very low-income persons with employment and training opportunities, the recipient or contractor is considered to be in compliance with Section 3, absent evidence to the contrary (i.e., evidence or findings obtained from a Section 3 compliance review).
- C. **Section 3 Business Concern:** A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:
1. At least 51 percent owned and controlled by low- or very low-income persons;
  2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
  3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

- D. **Section 3 funding:** A recipient is any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization. It does not include contractors or any intended beneficiary under the HUD program to which Section 3 applies, such as a homeowner or a Section 3 worker.
- E. **Section 3 project:** Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.); and/or the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.).
- The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing. The requirements of Part 75 apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.
- F. **Section 3 Worker:** A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:
1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD;
  2. The worker is employed by a Section 3 business concern; or
  3. The worker is a YouthBuild participant.
- G. **Targeted Section 3 Worker:** A Section 3 targeted worker for Public Housing Financial Assistance projects is a Section 3 worker who:
1. is employed by a Section 3 business concern; or
  2. currently fits or when hired fit at least one of the following categories, as documented within the past five years:
    - i) A resident of public housing or Section 8-assisted housing;

- ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
- iii) A YouthBuild participant.

H. **YouthBuild:** YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school. YouthBuild participants learn vocational skills in construction, as well as in other in-demand industries that include health care, information technology, and hospitality. Youth also provide community service through the required construction or rehabilitation of affordable housing for low-income or homeless families in their own neighborhoods. The Division of Youth Services within the Employment and Training Administration's Office of Workforce Investment at the U.S. Department of Labor administers the YouthBuild program. Each year, more than 6,000 youth participate in approximately 210 YouthBuild programs in more than 40 states. More information can be found here: <https://www.dol.gov/agencies/eta/youth/youthbuild>

### III. APPLICABILITY

Section 3 applies to all public housing financial assistance funds, regardless of the amount of assistance from HUD. Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs.

#### A. **Public Housing Financial Assistance:**

1. Development assistance provided pursuant to Section 5 of the United States Housing Act of 1937 (the 1937 Act);
2. Operations and management assistance provided pursuant to Section 9(e) of the 1937 Act;
3. Development, modernization, and management assistance provided pursuant to Section 9(d) of the 1937 Act; and
4. The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in subsections (i) through (iii).

- B. **Community Development Assistance:** Housing and Community Development Financial Assistance expended for housing rehabilitation, housing construction, or other public construction.
- C. **Sources of HUD Financial Assistance:** Section 3 also applies to projects with more than \$200,000 in funding from housing and community development financial assistance programs. The following is a list of examples of such funds:
1. Community Development Block Grant (CDBG)
  2. HOME Investment Partnership
  3. Housing Trust Fund (HTF)
  4. Neighborhood Stabilization Program Grants (NSP 1, 2 & 3)
  5. Housing Opportunities for Persons with AIDS (HOPWA)
  6. Emergency Solutions Grants (ESG)
  7. University Partnership Grants
  8. Economic Stimulus Funds
  9. 202/811 Grants
  10. Lead Hazard Control Grants (\$100,000 threshold)
  11. Healthy Homes Production Grants (\$100,000 threshold)
  12. Rental Assistance Demonstration (RAD) (see most recent RAD Notice, found through HUD's RAD website, [www.hud.gov/rad/](http://www.hud.gov/rad/))
- \*Note:** The requirements of Section 3 typically apply to recipients of HUD funds that will be used for housing construction, rehabilitation, or other public construction. Contact [Section3@hud.gov](mailto:Section3@hud.gov) to determine applicability to a particular project/activity.
- D. **Non-HUD Assistance programs:** Section 3 applies to projects that are fully or partially funded with HUD financial assistance. Projects that are financed with state, local or private matching or leveraged funds used in conjunction with HUD funds are covered by Section 3 if the amount of HUD funding for the project exceeds the regulatory thresholds.
- E. **Professional service contracts:** Professional service contracts for non-construction services that require an advanced degree or professional licensing are not required to be reported as a part of total Section 3 labor hours. However, this exclusion does not cover all non-construction services.
- F. **CDBG Entitlement recipients:** If the recipient intends to use its HUD grant to perform housing construction, rehabilitation, or other public construction and the total HUD assistance to the project exceeds \$200,000, then Section 3 applies to the project.

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*Department of Housing and Urban Development, Section 3 of the HUD Act of 1968 (12 U.S.C. § 1701u) and its associated regulations (24 CFR Part 75)*

#### IV. BENCHMARKS AND REQUIREMENTS

The Section 3 benchmarks are minimum targets that must be reached in order for HUD to consider a recipient (SNRHA) in compliance. Recipient agencies are required to make best efforts, or to the greatest extent feasible, to achieve the benchmarks required for the number of labor hours performed by both Section 3 workers and Targeted Section 3 workers.

Recipients will be considered to have complied with the Section 3 requirements and meet the safe harbor, in the absence of evidence to the contrary, if they certify that they have followed the required prioritization of effort and met or exceeded the applicable Section 3 benchmarks.

If a recipient agency or contractor does not meet the benchmark requirements but can provide evidence that they have made a number of qualitative efforts to assist low- and very low-income persons with employment and training opportunities, the recipient or contractor is considered to be in compliance with Section 3, absent evidence to the contrary (i.e., evidence or findings obtained from a Section 3 compliance review).

##### A. SNRHA adheres to HUD's benchmarks requiring:

1. Section 3 Workers make up 25% of the total number of labor hours worked by all workers.
2. Targeted Section 3 Workers make up 5% of the total number of labor hours worked by all workers.

Recipients shall make additional qualitative efforts to provide training and technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, career coaching, application assistance).

#### V. SNRHA REPORTING & COMPLIANCE REQUIREMENTS

##### A. Required data: SNRHA requires contractors and subcontractors to report the following:

1. the total number of labor hours worked,
2. the total number of labor hours worked by Section 3 workers, and
3. the total number of labor hours worked by Targeted Section 3 workers.

##### B. Document production request: Recipients are required to ensure their own compliance, and the compliance of their contractors and subcontractors, with the Section 3 regulations, as outlined at 24 CFR part 75. SNRHA may require contractors and subcontractors to produce relevant documents, upon request, within 14 days. These requests may include, but are not limited to the following:

1. Designing and implementing procedures to comply with the requirements of Section 3

2. Facilitating the training and employment of Section 3 workers
  3. Ensuring Compliance and Meeting Numerical Benchmarks
  4. Meet SNRHA Reporting Requirements and respond to documentation production request(s)
- C. **Legacy Contracts:** Contracts executed or projects for which assistance or funds were committed prior to November 30, 2020 are still required to adhere to the requirements of the old rule. Recipients of such assistance or funds will still be expected to maintain records of Section 3 statutory, regulatory, and contractual compliance but will no longer be required to report Section 3 compliance to HUD in SPEARS.
- D. **New Rule Contracts:** Contracts executed or projects for which assistance or funds were committed after November 30, 2020 must follow the reporting standards of this policy guide.

## VI. RECORD KEEPING REQUIREMENTS

- A. **HUD file retention:** Recipients must follow the recordkeeping requirements found at 24 CFR § 75.31. Recipients are required to maintain documentation to demonstrate compliance with the regulations and are responsible for requiring their contractors/subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers, Targeted Section 3 workers, and any qualitative efforts to comply with Section 3. Examples of documentation can be found in 24 CFR §75.31. Recipients must follow 2 CFR Part 200 (as referred to in 24 CFR §75.31) that establishes three (3) years, see applicable excerpt below:

**2 CFR § 200.334** ([www.ecfr.gov/cgi-bin/retrieveECFR?n=se2.1.200\\_1334](http://www.ecfr.gov/cgi-bin/retrieveECFR?n=se2.1.200_1334))

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities.

The only exceptions are the following:

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*Department of Housing and Urban Development, Section 3 of the HUD Act of 1968 (12 U.S.C. § 1701u) and its associated regulations (24 CFR Part 75)*

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
  - (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
  - (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting



records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

- B. **State and Local Government Retention:** SNRHA must follow the State of Nevada’s General Records Retention Schedule NRS 332.039 and NAC 239.165, for State and Local Government Agencies that establishes seven (7) years as the minimum retention records for these documents, subject to the exceptions listed in 2 CFR § 200.334, see above.

**VII. SECTION 3 WORKER AND SECTION 3 TARGET WORKER ELIGIBILITY**

A recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

**A. Eligibility**

- 1. A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:
  - i) The worker’s income for the previous or annualized calendar year is below the income limit established by HUD;
  - ii) The worker is employed by a Section 3 business concern; or
  - iii) The worker is a YouthBuild participant.
- 2. A Section 3 targeted worker for Public Housing Financial Assistance projects is a Section 3 worker who:
  - i) is employed by a Section 3 business concern; or
  - ii) currently fits or when hired fit at least one of the following categories, as documented within the past five years:
    - a) A resident of public housing or Section 8-assisted housing;
    - b) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
    - c) A YouthBuild participant.

**B. Certification:** There are many ways that a worker can be certified as either a Section 3 Worker or Targeted Section 3 Worker under 24 CFR part 75:

- 1. For a worker to qualify as a Section 3 worker, one of the following must be maintained:
  - i) A worker’s self-certification that their income is below the income limit from the prior calendar year;

- ii) A worker’s self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
- iii) Certification from a PHA, or the owner or property manager of project-based Section 8- assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- iv) An employer’s certification that the worker’s income from that employer is below the income limit when based on an employer’s calculation of what the worker’s wage rate would translate to if annualized on a full-time basis; or
- v) An employer’s certification that the worker is employed by a Section 3 business concern.

2. For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

**For Public Housing Financial Assistance projects:**

- i) A worker’s self-certification of participation in public housing or Section 8-assisted housing programs;
- ii) Certification from a PHA, or the owner or property manager of project-based Section 8- assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- iii) An employer’s certification that the worker is employed by a Section 3 business concern; or
- iv) A worker’s certification that the worker is a YouthBuild participant.

C. **Evidence of eligibility:** SNRHA will accept various forms of evidence to establish Section 3 eligibility documentation which includes, but is not limited to the following:

- 1. Proof of residency in a public housing project.
- 2. Evidence of participation in the YouthBuild program.
- 3. Certification from the worker’s employee.
- 4. Other income/employment evidence as determined by SNRHA on a case-by-case basis.

## VIII. BUSINESS CONCERN ELIGIBILITY

A Section 3 business concern can be any type of business, such as a sole proprietorship, partnership, limited liability company, or a corporation, properly licensed and meeting all legal requirements to perform the contract under consideration.

- A. **Business Concern Certification:** Prospective Section 3 workers and business concerns must self-certify that they meet the requirements as defined in the regulations by submitting a business concern application to SNRHA. HUD recipients, contractors and subcontractors may also establish their own system to certify Section 3 workers and business concerns. The business seeking the preference must be able to demonstrate that they meet one of the following criteria:
1. At least 51 percent owned and controlled by low- or very low-income persons;
  2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
  3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- B. **Non-profit organizations:** A non-profit organization can be a business concern. Non-profit organizations must meet the criteria of a Section 3 business concern as defined at 24 CFR § 75.5 in order to receive Section 3 preference.
- C. **Bid Preferences:** In order to meet the requirements for a bidding preference under Section 3, the business applicant must
1. self-certify that the company is a business concern, as defined by meeting one of the three standards of certification;
  2. submit a business application to SNRHA stating the self-certification and standards met under Section 3 rules; and
  3. receive certification approval from the SNRHA Section 3 Coordinator, Compliance Manager or their designee.
- D. **Facilitating the award of contracts to Section 3 business concerns:** SNRHA may work to link developers and contractors with capable Section 3 business concerns. Additionally, recipient agencies, when necessary, may direct Section 3 business concerns to organizations that provide capacity-building training.
- E. **Entitlements:** Section 3 is not an entitlement program; therefore, employment and contracts are not guaranteed. Low- and very low-income individuals and Section 3 business concerns must be able to demonstrate that they have the ability or capacity to

perform the specific job or successfully complete the contract that they are seeking. Recipients, developers, and contractors are required, to the greatest extent feasible, to direct employment opportunities to low- and very low-income persons, including seasonal and temporary employment opportunities.

## IX. NON-COMPLIANCE

- A. **Qualitative Efforts:** If reporting indicates that the agency has not met the Section 3 benchmarks, recipient must report in a method prescribed by SNRHA on the qualitative nature of its activities pursued per 24 CFR § 75.15(b) and § 75.25(b). Such qualitative efforts may, for example, include but are not limited to the following:
1. Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
  2. Provided training or apprenticeship opportunities.
  3. Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
  4. Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
  5. Held one or more job fairs.
  6. Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
  7. Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
  8. Assisted Section 3 workers to obtain financial literacy training and/or coaching. • Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
  9. Provided technical assistance to help Section 3 business concerns understand and bid on contracts. • Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
  10. Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

11. Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
  12. Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act
- B. **Complaints:** Complaints alleging failure of compliance with 24 CFR § 75 may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office.

#### X. SECTION 3 CLAUSE

All section 3 covered contracts shall include the following clause (referred as the section 3 clause). The successful 12 bidder (contractor), and bidder's subcontractors, are bound by the Section 3 Clause and must be included in all subcontractor agreements.

- 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 the employment and other economic opportunities generated by HUD assistance of HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's 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. Non-compliance 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 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).



**Southern Nevada Regional Housing Authority**  
340 North 11<sup>th</sup> Street, Las Vegas, NV. 89101

**24 CFR PART 135 - SECTION 3 CLAUSE**

***This contract is subject to the following conditions under Section 3 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 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 or 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 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. 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.
- 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.
- 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 (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 Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**ACKNOWLEDGE ACCEPTANCE & RECEIPT:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature







Southern Nevada Regional Housing Authority
340 North 11th Street, Las Vegas, NV. 89101

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

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

- [ ] 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 the 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

\_\_\_\_\_  
Authorizing Name and Signature

\_\_\_\_\_  
Title



**Southern Nevada Regional Housing Authority**  
340 North 11<sup>th</sup> Street, Las Vegas, NV. 89101

**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

Business concerns that are 51% or more owned by residents of the housing development or developments for which the Section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30% of these persons as employees (category 1 businesses)

Priority 2

Business concerns that are 51% or more owned by residents of other housing developments or developments managed by the HA that is expending the Section 3 covered assistance, or whose full-time, permanent workforce includes 30% of these persons as employees (category 2 businesses)

Priority 3

Business concerns that are 51% or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30% Section 3 residents in the metropolitan area (category 3 businesses), or that subcontract in excess of 25% of the total amount of subcontracts to business concerns identified in priority 1 and/or 2 of this section.

For Bidding Preference in Awarding Contracts please see following Federal Register  
Page 33890 / Federal Register / Vol. 59. No. 125 / Thursday, June 30, 1994 / Rules and Regulations

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=leaser of:
When the lowest responsive bid is less than \$100,000.....	10% of the bid or \$9,000
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000.....	9% of that bid, or \$16,000
At least \$200,000, but less than \$300,000.....	8% of that bid, or \$21,000
At least \$300,000, but less than \$400,000.....	7% of that bid, or \$24,000
At least \$400,000, but less than \$500,000.....	6% of that bid, or \$25,000
At least \$500,000, but less than \$1 million.....	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million.....	4% of that bid, or \$60,000
At least \$2 million, but less than \$4 million.....	3% of that bid, or \$80,000
At least \$4 million, but less than \$7 million.....	2% of that bid, or \$105,000
\$7 million or more.....	1½ % of the lowest responsive 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.



**Southern Nevada Regional Housing Authority**  
340 North 11<sup>th</sup> Street, Las Vegas, NV. 89101

**Examples of SNRHA Efforts to Award Contracts  
to Section 3 Business Concerns**

In accordance with 24 C.F.R § 135, SNRHA will utilize the following methods to ensure that effort is made to award contracts to Section 3 business concerns:

1. Utilize procurement procedures that provide contracting preference for Section 3 business concerns for each applicable procurement method authorized in 24 C.F.R § 85.36(d).
2. Advertise contracting opportunities via newspaper, mailings, posting notices that provide general information about the work to be contracted and where to obtain additional information.
3. In determining the responsibility of potential contractors, SNRHA considers the bidder's record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.
4. Coordinate pre-bid meetings at which the Section 3 business concerns would be informed in detail of contract requirements and contracting opportunities.
5. Conduct workshops on SNRHA's contracting procedures to include bonding, insurance, and other pertinent requirements biannually in an effort to allow Section 3 business concerns the opportunity to take advantage of any upcoming contracting opportunities.
6. Where appropriate, SNRHA will consider breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.
7. Contact area Chambers of Commerce, business assistance agencies, Minority and Women's Business Enterprise (M/WBE) contractor associations and community organizations to inform them of contracting opportunities.
8. Maintain a list of eligible Section 3 business concerns that are certified by SNRHA; review and credential business concerns no less than annually.
9. Participation in opportunities of the Contracting with Resident Owned Businesses Program provided under 24 C.F.R § 963.
10. Utilize SNRHA's Section 3 Job Development Fund to develop resources, fund training and allowable business expenses to assist residents interested in starting their own businesses



# **ATTACHMENT F**

## **EQUAL EMPLOYMENT OPPORTUNITY STATEMENT (INCLUDES HISTORY OF HIRING MINORITIES OR WOMEN), IF APPLICABLE**

(PLACE UNDER TAB 9)



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

TO BE COMPLETED AND RETURNED WITH YOUR PROPOSAL SUBMITTAL UNDER TAB 9 WITH YOUR  
EQUAL EMPLOYMENT OPPORTUNITY STATEMENT OR POLICY

IT IS INTENDED THAT THE FOLLOWING INFORMATION, FULLY COMPLETED, WILL SATISFY THE PREFERENCE EVALUATION CRITERIA 5c DETAILED WITHIN SECTION 3.5.

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 G**

## **SAMPLE MODEL FORM OF AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL AND SAMPLE INSURANCE CERTIFICATE**

**(FOR YOUR INFORMATION)**

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

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

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**Model Form of Agreement Between  
Owner and Design Professional**



# Model Form of Agreement Between Owner and Design Professional

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

OMB Approval No. 2577-0157  
(exp. 3/31/2020)

Public reporting burden for this collection of information is estimated to average 3 hours 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. These contracts between a HUD grantee (housing agency (HA)) and an architect/engineer (A/E) for design and construction services do not require either party to submit any materials to HUD. The forms provide a contractual agreement for the services to be provided by the A/E and establishes responsibilities of both parties pursuant to the contract. The regulatory authority is 2 CFR 200. These contractual agreements are required by Federal law or regulation pursuant to 2 CFR Part 200. Signing of the contracts is required to obtain or retain benefits. The contracts do not lend themselves to confidentiality.

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## Introduction to Agreement

**Agreement**

made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year (yyyy) of \_\_\_\_\_

Between the **Owner** (Name & Address)

and the **Design Professional** (Name, Address and Discipline)

For the following **Project** (Include detailed description of Project, Location, Address, Scope and Program Designation)

The Owner and Design Professional agree as set forth below.

---

## Article A: Services

### A 1.0 Design Professional's Basic Services

A. 1.1 Areas of Professional's Basic Services. Unless revised in a written addendum or amendment to this Agreement, in planning, designing and administering construction or rehabilitation of the Project, the Design Professional shall provide the Owner with professional services in the following areas:

- o Architecture
- o Site Planning
- o Structural Engineering
- o Mechanical Engineering
- o Electrical Engineering
- o Civil Engineering
- o Landscape Architecture
- o Cost Estimating
- o Construction Contract Administration

### A 1.2 Phases and Descriptions of Basic Services.

A. 1.2.1 Schematic Design/Preliminary Study Phase. After receipt of a Notice to Proceed from the Owner, the Design Professional shall prepare and deliver Schematic Design/Preliminary Study Documents. These documents shall consist of a presentation of the complete concept of the Project, including all major elements of the building(s), and site design(s), planned to promote economy both in construction and in administration and to comply with current program and cost limitations. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. Additionally, the Design Professional shall make an independent assessment of the accuracy of the information provided by the Owner concerning existing conditions. Documents in this phase shall include:

- o Site plan(s)
- o Schedule of building types, unit distribution and bedroom count
- o Scale plan of all buildings, and typical dwelling units
- o Wall sections and elevations
- o Outline specifications
- o Preliminary construction cost estimates
- o Project specific analysis of codes, ordinances and regulations
- o Three dimensional line drawings

A. 1.2.2 Design Development Phase. After receipt of written approval of Schematic Design/Preliminary Study Documents, the Design Professional shall prepare and submit to the Owner Design Development Documents. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. These documents shall include the following:

- o Drawings sufficient to fix and illustrate project scope and character in all essential design elements
- o Outline specifications
- o Cost estimates and analysis
- o Recommendations for phasing of construction
- o Site plan(s)
- o Landscape plan
- o Floor plans
- o Elevations, building and wall sections
- o Updated three dimensional line drawings
- o Engineering drawings

A. 1.2.3 Bidding, Construction and Contract Document Phase. After receipt of the Owner's written approval of Design Development Documents, the Design Professional shall prepare Construction Documents. After consultation with the Owner and Owner's attorney, if requested by the owner, the Design Professional shall also prepare and assemble all bidding and contract documents. The Design Professional shall revise these Bidding, Construction and Contract documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. They shall, in a detailed manner, include all work to be performed; all material; workmanship; finishes and equipment required for the architectural, structural, mechanical, electrical, and site work; survey maps furnished by Owner; and direct reproduction of any logs and subsurface soil investigations. These documents shall include:

- o Solicitation for Bids
- o Form of Contract
- o Special Conditions
- o General Conditions
- o Technical Specifications
- o Plans and drawings
- o Updated cost estimates

A. 1.2.4 Bidding and Award Phase. After written approval of Bidding, Construction and Contract Documents from the Owner, the Design Professional shall assist in administering the bidding and award of the Construction Contract. This shall include:

- o Responding to inquires
- o Drafting and issuing addendum approved by Owner
- o Attending prebid conference(s)
- o Attending public bid openings
- o Reviewing and tabulating bids
- o Recommending list of eligible bids
- o Recommending award
- o Altering drawings and specifications as often as required to award within the Estimated Construction Contract Cost

A. 1.2.5 Construction Phase. After execution of the Construction Contract, the Design Professional shall in a prompt and timely manner administer the Construction Contract and all work required by the Bidding, Construction and Contract Documents. The Design Professional shall endeavor to protect the Owner against defects and deficiencies in the execution and performance of the work. The Design Professional shall:

- o Administer the Construction Contract.
- o Conduct pre-construction conference and attend dispute resolution conferences and other meetings when requested by the Owner.
- o Review and approve contractor's shop drawings and other submittals for conformance to the requirements of the contract documents.
- o At the Owner's written request, and as Additional Service, procure testing from qualified parties.
- o Monitor the quality and progress of the work and furnish a written field report  weekly,  semi monthly,  monthly, or  \_\_\_\_\_ This service shall be limited to a period amounting to 110% of the construction period as originally established under the construction contract unless construction has been delayed due to the Design professional's failure to properly perform its duties and responsibilities. The Owner may direct additional monitoring but only as Additional Services.
- o Require any sub-consultant to provide the services listed in this section where and as applicable and to visit the Project during the time that construction is occurring on the portion of the work related to its discipline and report in writing to the Design Professional.
- o Review, approve and submit to Owner the Contractor Requests for Payment.
- o Conduct all job meetings and record action in a set of minutes which are to be provided to the Owner.
- o Make modifications to Construction Contract Documents to correct errors, clarify intent or to accommodate change orders.
- o Make recommendations to Owner for solutions to special problems or changes necessitated by conditions encountered in the course of construction.
- o Promptly notify Owner in writing of any defects or deficiencies in the work or of any matter of dispute with the Contractor.
- o Negotiate, prepare cost or price analysis for and counter-sign change orders.
- o Prepare written punch list, certificates of completion and other necessary construction close out documents.
- o Prepare a set of reproducible record prints of Drawings showing significant changes in the work made during construction, including the locations of underground utilities and appurtenances referenced to permanent surface improvements, based on marked-up prints, drawings and other data furnished by the contractor to the Design Professional.

A. 1.2.6 Post Completion/Warranty Phase. After execution of the Certificate of Completion by the Owner, the Design Professional shall:

- o Consult with and make recommendations to Owner during warranties regarding construction, and equipment warranties.
- o Perform an inspection of construction work, material, systems and equipment no earlier than nine months and no later than ten months after completion of the construction contract and make a written report to the Owner. At the Owner's request, and by Amendment to the Additional Services section of this contract, conduct additional warranty inspections as Additional Services.
- o Advise and assist Owner in construction matters for a period up to eighteen months after completion of the project, but such assistance is not to exceed forty hours of service and one nonwarranty trip away from the place of business of the Design Professional.

A. 1.3 Time of Performance. The Design Professional's schedule for preparing, delivering and obtaining Owner's approval for Basic Services shall be as follows:

- o Schematic Design/Preliminary Study Documents within \_\_\_\_\_ calendar days for the date of the receipt of a Notice to Proceed.
- o Design Development Documents within \_\_\_\_\_ calendar days from the date of receipt of written approval by the Owner of Schematic Design/Preliminary Study documents.
- o Bidding, Construction and Contract Documents within \_\_\_\_\_ calendar days from the date of receipt of written approval by the Owner of Design Development Documents.

#### A. 2.0 Design Professional's Additional Services

A. 2.1 Description of Additional Services. Additional Services are all those services provided by the Design Professional on the Project for the Owner that are not defined as Basic Services in Article A, Section 1.2 or otherwise required to be performed by the Design Professional under this Agreement. They include major revisions in the scope of work of previously approved drawings, specifications and other documents due to causes beyond the control of the Design Professional and not due to any errors, omissions, or failures on the part of the Design Professional to carry out obligations otherwise set out in this Agreement.

A. 2.2 Written Addendum or Contract Amendment. All additional services not already expressly required by this agreement shall be agreed to through either a written addendum or amendment to this Agreement.

### Article B: Compensation and Payment B.

#### 1.0 Basic Services

B. 1.1 Fixed Fee for Basic Services. The Owner will pay the Design Professional for Basic Services performed as defined by A.1.2, a Fixed Fee (stipulated sum) of \$ \_\_\_\_\_ plus Reimbursable Expenses identified in Article B.2.0. Such

payment shall be compensation for all Basic Services required, performed, or accepted under this Contract.

B. 1.2 Payment Schedule. Progress payments for Basic Services for each phase of work shall be made in proportion to services performed as follows:

Phase	Amount
Schematic Design/Preliminary Study Phase	\$ _____
Design Development Phase	\$ _____
Bidding, Construction & Contract Document Phase	\$ _____
Bidding & Award Phase	\$ _____
Construction Phase	\$ _____
Post Completion/ Warranty Phase	\$ _____
Total Basic Services	\$ _____

### B. 2.0 Reimbursables

B. 2.1 Reimbursable Expenses. The Owner will pay the Design Professional for the Reimbursable Expenses listed below up to a Maximum Amount of \$ \_\_\_\_\_ Reimbursable Expenses are in addition to the Fixed Fee for Basic Services and are for certain actual expenses incurred by the Design Professional in connection with the Project as enumerated below.

B. 2.1.1 Travel Costs. The reasonable expense of travel costs incurred by the Design Professional when requested by Owner to travel to a location that lies outside of a 45 mile radius of either the Project site, Design Professional's office (s), and Owner's office.

B. 2.1.2 Long Distance Telephone Costs. Long distance tele-phone calls and long distance telefax costs.

B. 2.1.3 Delivery Costs. Courier services and overnight delivery costs.

B. 2.1.4 Reproduction Costs. Reproduction and postage costs of required drawings, specifications, Bidding and Contract documents, excluding the cost of reproductions for the Design Professional or Subcontractor's own use.

B. 2.1.5 Additional Reimbursables. The Design Professional and Owner may agree in an addendum or amendment to this Agreement to include certain other expenses not enumerated above as Reimbursable Expenses. These Reimbursables shall not be limited by the Maximum Amount agreed to above. A separate Maximum Amount for these Reimbursables shall be established.

### B. 3.0 Additional Services

B. 3.1 Payment for Additional Services. The Owner will pay the Design Professional only for Additional Services agreed to in an addendum or amendment to this Agreement executed by the Owner and the Design Professional pursuant to A.2. Payment for all such Additional Services shall be in an amount and upon the terms set out in such amendment or addendum and agreed upon by the parties. Each such amendment or addendum shall provide for a fixed price or, where payment for such Additional Services is to be on an hourly basis or other unit pricing method, for a

maximum amount; each such amendment or addendum shall also provide for a method of payment, including, at a minimum, whether payment will be made in partial payments or in lump sum and whether it will be based upon percentage of completion or services billed for.

### B. 4.0 Invoicing and Payments

B. 4.1 Invoices. All payments shall require a written invoice from the Design Professional. Invoices shall be made no more frequently than on a monthly basis. Payments for Basic Services shall be in proportion to services completed within each phase of work. When requesting such payment, the invoice shall identify the phase and the portion completed. All invoices shall state the Agreement, name and address to which payment shall be made, the services completed and the dates of completion, and whether the invoice requests payment for Basic Services, Reimbursable or Additional Services. Invoices seeking payment for Reimbursable or Additional Services must provide detailed documentation.

B. 4.2 Time of Payment. Upon the Design Professional's proper submission of invoices for work performed or reimbursable expenses, the Owner shall review and, if the work is in conformance with the terms of the Agreement, make payment within thirty days of the Owner's receipt of the invoice.

## Article C: Responsibilities

### C. 1.0 Design Professional's Responsibilities

C. 1.1 Basic Services. The Design Professionals shall provide the Basic Service set out in Article A.1.0.

C. 1.2 Additional Services. When required under this Agreement or agreed to as set out in A.2.0, the Design Professional shall provide Additional Services on the Project.

C. 1.3 General Responsibilities. The Design Professional shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services, furnished by the Design Professional under this Agreement. The Owner's review, approval, acceptance of, or payment for Design Professional services shall not be construed as a waiver of any rights under this Agreement or of any cause of action for damages caused by Design Professional's negligent performance under this Agreement. Furthermore, this Agreement does not restrict or limit any rights or remedies otherwise afforded the Owner or Design Professional by law.

C. 1.4 Designing Within Funding Limitations. The Design Professional shall perform services required under this Contract in such a manner so as to cause an award of a Construction Contract(s) that does not exceed (1) \$ \_\_\_\_\_ or (2) an amount to be provided by the Owner in writing to the Design Professional prior to the commencement of Design Professional services. This fixed limit shall be called the Maximum Construction Contract Cost. The amount may be increased by the Owner, but only with written notice to the Design Professional. If the increase results in a change to the scope of work, an amendment to this Agreement will be required. The Design Professional and the Owner may mutually agree to decrease the Maximum Construction Contract Cost, but only by signing a written amendment to this Agreement. Should bids for the Construction Contract(s) exceed the Maximum Construction Contract Cost, the Owner has the right to require the Design Professional to perform redesigns,

rebids and other services necessary to cause an award of the Construction Contract within the Maximum Construction Contract Cost without additional compensation or reimbursement.

C. 1.5 Compliance with Laws, Codes, Ordinances and Regulations. The Design Professional shall perform services that conform to all applicable Federal, State and local laws, codes, ordinances and regulations except as modified by any waivers which may be obtained with the approval of the Owner. The Design Professional shall certify that Contract Documents will conform to all applicable laws, codes, ordinances and regulations. The Design Professional shall prepare all construction documents required for approval by all governmental agencies having jurisdiction over the project. The Design professional shall make all changes in the Bidding and Construction Documents necessary to obtain governmental approval without additional compensation or reimbursement, except in the following situations. If subsequent to the date the Owner issues a notice to proceed, revisions are made to applicable codes or non-federal regulations, the Design Professional shall be entitled to additional compensation and reimbursements for any additional cost resulting from such changes. The Design Professional, however, is obligated to notify the Owner of all significant code or regulatory changes within sixty (60) days of their change, and such notification shall be required in order for the Design Professional to be entitled to any additional compensation or reimbursement. Both the owner and design professional are responsible for ensuring that the design and construction comply with any applicable accessibility laws, including the Fair Housing Act (see 24 C.F.R. § 100.205), Sect. 504 of the Rehabilitation Act (Sect. 504), and the Americans with Disabilities Act (ADA). Compliance with Sect. 504 requires adherence to the Uniform Federal Accessibility Standards (See <https://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-aba-standards/ufas>) and compliance with the ADA requires adherence to the 2010 ADA standards (See [https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards\\_prt.pdf](https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards_prt.pdf)).

C. 1.6 Seal. Licensed Design Professionals shall affix their seals and signatures to drawings and specifications produced under this Agreement when required by law .

C. 1.7 Attendance at Conferences. The Design Professional or designated representative shall attend project conferences and meetings involving matters related to basic services covered under this contract. Attendance at community wide meetings shall be considered an additional service.

#### C. 2.0 Owner's Responsibilities

C. 2.1 Information. The Owner shall provide information regarding requirements for the project, including a program that shall set forth the Owner's objectives and schedule. The Owner shall also establish and update the Maximum Construction Cost. This shall include the Owner's giving notice of work to be performed by the Owner or others and not included in the Construction Contract for the Project. The Design Professional, however, shall be responsible to ascertain and know federal requirements and limitations placed on the Project.

C. 2.2 Notice of Defects. If the Owner observes or otherwise becomes aware of any fault or defect in the construction of the project or nonconformance with the Construction Contract, the Owner shall give prompt written notice of those faults, defects or nonconformance to the Design Professional.

C.2.3 Contract Officer. The Owner shall designate a Contract Officer authorized to act on its behalf with respect to the design and construction of the Project. The Contract Officer shall examine documents submitted by the Design Professional and shall promptly render decisions pertaining to those documents so as to avoid unreasonably delaying the progress of the Design Professional's work.

C. 2.4 Duties to Furnish. The Owner shall provide the Design Professional the items listed below.

C. 2.4.1 Survey and Property Restrictions. The Owner shall furnish topographic, property line and utility information as and where required. The Owner may at its election require the Design Professional to furnish any of these items as an Additional Service.

C. 2.4.2 Existing Conditions. The Owner shall provide the Design Professional any available "built drawings of buildings or properties, architect surveys, test reports, and any other written information that it may have in its possession and that it might reasonably assume affects the work.

C. 2.4.3 Waivers. The Owner shall provide the Design Professional information it may have obtained on any waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.

C. 2.4.4 Minimum Wage Rates. The Owner shall furnish the Design Professional the schedule of minimum wage rates approved by the U.S. Secretary of Labor for inclusion in the solicitation and Contract Documents.

C. 2.4.5 Tests. When expressly agreed to in writing by both the Owner and the Design Professional, the Owner shall furnish the Design Professional all necessary structural, mechanical, chemical or other laboratory tests, inspections and reports required for the Project.

C. 2.4.6 Contract Terms. The Owner or its legal counsel may provide the Design Professional text to be incorporated into Bidding and Construction Contract Documents.

#### Article D: Contract Administration

D. 1.0 Prohibition of Assignment. The Design Professional shall not assign, subcontract, or transfer any services, obligations, or interest in this Agreement without the prior written consent of the Owner. Such consent shall not unreasonably be withheld when such assignment is for financing the Design Professional's performance.

D. 1.1 Ownership of Documents. All drawings, specifications, studies and other materials prepared under this contract shall be the property of the Owner and at the termination or completion of the Design Professional's services shall be promptly delivered to the Owner. The Design Professional shall have no claim for further employment or additional compensation as a result of exercise by the Owner of its full rights of ownership. It is understood, however, that the Design Professional does not represent such data to be suitable for re-use on any other project or for any other purpose. If the Owner re-uses the subject data without the Design Professional's written verification, such re-use will be at the sole risk of the Owner without liability to the Design Professional.

D. 1.2 Substitutions.

A. The Design Professional shall identify in writing principals and professional level employees and shall not substitute or replace principals or professional level employees without the prior approval of the Owner which shall not unreasonably be withheld.

B. The Design Professional’s personnel identified below are considered to be essential to the work effort. Prior to diverting or substituting any of the specified individuals, the Design Professional shall notify the Owner reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. No diversion or substitution of such key personnel shall be made by the Design professional without the prior written consent of the Owner.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. 1.3 Suspension. The Owner may give written notice to the Design Professional to suspend work on the project or any part thereof. The Owner shall not be obligated to consider a claim for additional compensation if the Design Professional is given written notice to resume work within 120 calendar days. If notice to resume work is not given within 120 calendar days, the Design Professional shall be entitled to an equitable adjustment in compensation.

D. 1.4 Subcontracts. The Design Professional will cause all applicable provisions of this Agreement to be inserted in all its subcontracts.

D. 1.5 Disputes. In the event of a dispute arising under this Agreement, the Design Professional shall notify the Owner promptly in writing and submit its claim in a timely manner. The Owner shall respond to the claim in writing in a timely manner. The Design Professional shall proceed with its work hereunder in compliance with the instructions of the Owner, but such compliance shall not be a waiver of the Design Professional’s rights to make such a claim. Any dispute not resolved by this procedure may be determined by a court of competent jurisdiction or by consent of the Owner and Design Professional by other dispute resolution methods.

D. 1.6 Termination. The Owner may terminate this Agreement for the Owner’s convenience or for failure of the Design Professional to fulfill contract obligations. The Owner shall terminate by delivering to the Design Professional a Notice of Termination specifying the reason therefore and the effective date of termination. Upon receipt of such notice, the Design Professional shall immediately discontinue all services affected and deliver to the Owner all information, reports, papers, and other materials accumulated or generated in performing this contract whether completed or in process. If the termination is for convenience of the Owner, the Owner shall be liable only for payment for accepted services rendered before the effective date of termination.

D. 1.7 Insurance. The Design professional shall carry Commercial or Comprehensive General Liability Insurance, Professional Liability Insurance (for a period extending two years past the date of completion of construction), and other insurance as are re-quired by law, all in minimum amounts as set forth below. The Design Professional shall furnish the Owner certificates of insurance and they shall state that a thirty day notice of prior cancellation or change will be provided to the Owner. Additionally, the Owner shall be an additional insured on all Commercial or Comprehensive General liability policies.

Insurance	Limits or Amount
_____	_____
_____	_____
_____	_____

D. 1.8 Retention of Rights. Neither the Owner’s review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Design Professional shall be and remain liable to the Owner in accordance with the applicable law for all damages to the Owner caused by the Design professional’s negligent performance of any of the services furnished under this contract.

**Article E: Additional Requirements**

E. 1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development (HUD).

E. 1.1 Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 2 CFR 200.

E. 1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 2 CFR 200 prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Design Professional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

E. 1.3 Restrictive Drawings and Specifications. In accordance with 2 CFR 200 and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products, or services that unduly restrict competition.

E. 1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 905), the Design Professional shall provide such a certification to the Owner.



E. 1.5 Retention and Inspection of Records. Pursuant to 2 CFR 200, access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

E. 1.6 Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 2 CFR 200. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

E. 1.7 Conflicts of Interest. Based in part on federal regulations (2 CFR 200 and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or
- (iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of

his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

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

E. 1.8 Disputes. In part because of HUD regulations (2 CFR 200, this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or breaches Agreement terms, and provide for such sanctions and penalties as may be appropriate.

E. 1.9 Termination. In part because of HUD regulations (2 CFR 200), this Design Professional Agreement, unless it is for an amount of \$10,000 or less, has requirements regarding termination by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

E. 1.10 Interest of Members of Congress. Because of Contract agreement between the Owner and HUD, 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 from it.

E. 1.11 Limitation of Payments to Influence Certain Federal Transaction. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Design Professional, for influencing or attempting to influence an officer or employee 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.

E. 1.12 Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 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. 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.

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.

G. Reserved.

H. Reserved.

E. 1.13 Reserved.

E. 1.14 Clean Air and Water. (Applicable to contracts in excess of \$150,000). Because of 2 CFR 200) and Federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$150,000.

E. 1.15 Energy Efficiency. Pursuant to Federal regulations (2 CFR 200) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the 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 codified at 42 U.S.C.A. § 6321 et. seq.).

E. 1.16 Prevailing Wages. In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the Design Professional shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

E. 1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts. Pursuant to 24 § CFR Part 1, title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), which prohibits discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, disability, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government. Pursuant to 24 CFR § 1000.12, other civil rights statutes do apply to Indian Housing Authorities such as, Section 504, the Indian Civil Rights Act, and the Age Discrimination Act. (29 USC 794; 25 USC 1301.1303; and 42 USC 6101-6107 respectively).

E. 1.18 Prohibition Against Liens. The Design professional is Prohibited from placing a lien on the Owner's property. This prohibition shall be placed in all design professional subcontracts.

#### **Article F: Other Owner Requirements (if any)**

(Continue on additional pages as necessary)

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This Agreement is entered into as of the day and year first written above.

Owner

Design Professional

\_\_\_\_\_  
(Housing Authority)

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Print Title)

---

Addendum (If any)

(Additional Services and other modifications)

This is an Addendum to a Standard Form of Agreement between Owner and Design Professional signed and dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year (yyyy) of \_\_\_\_\_ between the Owner \_\_\_\_\_ and Design Professional \_\_\_\_\_ on Project \_\_\_\_\_. The parties to that Agreement agree to modify the Agreement by the above delineated Additional Services and modifications.

This Addendum is dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year (yyyy) of \_\_\_\_\_

Owner

Design Professional

\_\_\_\_\_  
(Housing Authority)

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Print Title)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leavitt Insurance Agency 7881 W. Charleston Blvd. Suite 140 Las Vegas NV 89117	CONTACT NAME: CL Central
	PHONE (A/C, No, Ext): (702) 947-4022 FAX (A/C, No): (866) 688-5709
INSURED Parker, Nelson & Associates Chtd 2460 Professional Ct. Ste 200 Las Vegas NV 89128	E-MAIL ADDRESS: clclia@leavitt.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Ohio Security Insurance Co 24082
	INSURER B: Employers Preferred Ins Co 10346
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 22/23 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		BZS57935402	8/6/2022	8/6/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BZS57935402	8/6/2022	8/6/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EIG124545812	7/18/2022	7/18/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property Coverage Replacement Cost			BZS57935402	08/06/2022	08/06/2023	Business Personal Property 217,943 Deductible 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract #C20001-Southern Nevada Regional Housing Authority Legal Services.  
 Southern Nevada Regional Housing Authority is named additional insured with respects to General Liability as per company form BP0450 07.13

## CERTIFICATE HOLDER

jbarrett@sivrha.org

Southern Nevada Regional  
 Housing Authority  
 340 N 11th Street  
 Suite 180  
 Las Vegas, NV 89101

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kathleen Sheets

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES  
OR CONTRACTORS - SCHEDULED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s)**

SOUTHERN NEVADA REGIONAL HOUSING  
AUTHORITY

**Location(s) Of Covered Operations**

340 N 11TH ST SUITE 180 LAS VEGAS NV 89101

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II - Liability** is amended as follows:

**A. The following is added to Paragraph C. Who Is An Insured:**

- 3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - a. Your acts or omissions; or
  - b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. **Liability And Medical Expenses Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement;  
or

2. Available under the applicable Limits Of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

SAMPLE



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000203

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of 162

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESSOWNERS LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

Below is a summarization of the coverages provided by this endorsement. No coverages are given by this summary. Actual coverage descriptions are within this endorsement.

<u>SECTION</u>	<u>SUBJECT</u>
A.	Supplementary Payments Bail Bonds Loss Of Earnings
B.	Broadened Coverage For Damage To Premises Rented To You
C.	Incidental Medical Malpractice Injury
D.	Mobile Equipment
E.	Blanket Additional Insured (Owners, Contractors Or Lessors)
F.	Newly Formed Or Acquired Organizations
G.	Aggregate Limits
H.	Duties In The Event Of Occurrence, Offense, Claim Or Suit
I.	Liability And Medical Expenses Definitions Bodily Injury Insured Contract Personal And Advertising Injury

**Section II - Liability** is amended as follows:

#### A. Supplementary Payments

Section **A.1. Business Liability** is modified as follows:

1. The \$250 limit shown in Paragraph **A.1.f.(1)(b) Coverage Extension - Supplementary Payments** for the cost of bail bonds is replaced by a \$3,000 limit.
2. The \$250 limit shown in Paragraph **A.1.f.(1)(d) Coverage Extension - Supplementary Payments** for reasonable expenses and loss of earnings is replaced by a \$500 limit.

#### B. Broadened Coverage For Damage To Premises Rented To You

1. The last paragraph of Section **B.1. Exclusions - Applicable To Business Liability Coverage** is replaced by the following:

With respect to the premises which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions **c., d., e., g., h., k., l., m., n.** and **o.** do not apply to "property damage".



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- (a) The preparing or approving of maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
  - (b) Supervisory, inspection, architectural or engineering activities.
- (3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or
- (4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.

3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

**F. Newly Formed Or Acquired Organizations**

The following is added to Section C. **Who Is An Insured**:

Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However:

- 1. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you, or the end of the policy period, whichever is earlier;
- 2. Section **A.1. Business Liability** does not apply to:
  - a. "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and
  - b. "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.
- 3. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**G. Aggregate Limits**

The following is added to Paragraph **D.4. Aggregate Limits** Liability and Medical Expenses Limits Of Insurance:

- 1. The Aggregate Limits apply separately to each of the "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.
- 2. The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

For the purpose of this endorsement only, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**H. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- 1. Paragraph **E.2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Condition applies only when the "occurrence" is known to any insured listed in Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.
- 2. Paragraph **E.2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Condition will not be considered breached unless the breach occurs after such claim or "suit" is known to any insured listed under Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

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2. Paragraph **D.2. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is the Limit of Insurance shown in the Declarations.

3. Paragraph **D.3. Liability And Medical Expenses Limits Of Insurance** does not apply.

**C. Incidental Medical Malpractice Injury**

1. Paragraph (4) under Paragraph **B.1.j. Exclusions - Applicable To Business Liability Coverage - Professional Services** does not apply to "Incidental Medical Malpractice Injury" coverage.
2. With respect to this endorsement, the following is added to Section **F. Liability And Medical Expenses Definitions**:

- a. "Incidental Medical Malpractice Injury" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:
- (1) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
  - (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.
- b. This coverage does not apply to:
- (1) Expenses incurred by the insured for first-aid to others at the time of an accident and the Duties in the Event of Occurrence, Offense, Claim or Suit Condition is amended accordingly.
  - (2) Any insured engaged in the business or occupation of providing any of the services described under a. above.
  - (3) Injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under a. above.

**D. Mobile Equipment**

Section **C. Who Is An Insured** is amended to include any person driving "mobile equipment" with your permission.

**E. Blanket Additional Insured (Owners, Contractors Or Lessors)**

1. Section **C. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy under a written contract or written agreement. The written contract or agreement must be:
- a. Currently in effect or becoming effective during the term of this policy; and
  - b. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
2. The insurance afforded to the additional insured is limited as follows:
- a. The person or organization is only an additional insured with respect to liability arising out of:
    - (1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy; and
    - (2) Caused in whole or in part by your ongoing operations performed for that insured.
  - b. The Limit of Insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the Limit of Insurance available under this policy.
  - c. The insurance afforded to the additional insured does not apply to:
    - (1) Liability arising out of the sole negligence of the additional insured;
    - (2) "Bodily injury", "property damage", "personal and advertising injury", or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

I. Section **F. Liability And Medical Expenses Definitions** is modified as follows:

1. Paragraph **F.3.** is replaced by the following:

3. "Bodily Injury" means bodily injury, sickness, disease, or incidental medical malpractice injury sustained by a person, and includes mental anguish resulting from any of these; and including death resulting from any of these at any time.

2. Paragraph **F.9.** is replaced by the following:

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

3. Paragraph **F.14.b. Personal And Advertising Injury** is replaced by the following:

- b. Malicious prosecution or abuse of process;

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# **ATTACHMENT H**

## **PROJECT PROJECTIONS, PARCEL MAPS, AERIALS AND CONCEPTUAL SITE PLANS**

**(FOR YOUR INFORMATION)**