

**PROCUREMENT (PRO) DEPARTMENT HUD AUDIT RESPONSE:**

**ITEM NO. 2**

**SOP**

**PROCUREMENT DEPT PROCEDURES**



Southern Nevada Regional Housing Authority

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# Procurement Procedures

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**August 3, 2011**

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SNRHA Procurement Procedures comply with HUD's Annual Contribution Contract (ACC), HUD Handbook 7460.8 REV. 2 "Handbook for Public Housing Agencies", the standards of 24 CFR 85.36 and the applicable Nevada Revised Statutes (NRS).

## **1.0 GENERAL PROVISIONS**

### **1.1 Purpose**

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

### **1.2 Responsibility**

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

### **1.3 Application**

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

## **2.0 PROCUREMENT AUTHORITY AND ADMINISTRATION**

### **2.1 Procurement Authority**

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

### **2.2 Responsibilities of the Contracting Officer**

- Regardless of authority delegated to the Contracting Officer, the Contracting Officer shall comply with SNRHA's procurement procedures.
- Use sound judgment in accomplishing the procurement activities.



- To ensure bidders and contractors receive fair, impartial, and equitable treatment.
- To ensure contract actions comply with all applicable Federal standards as stated in 24 CFR 85.36, or applicable state and local laws that are more stringent, provided they are consistent with 24 CFR 85.36.
- Procurement requirements are subject to an annual planning process to assure efficient and economical purchasing.
- To ensure contracts and modifications are in writing, clearly specify the desired supplies, services, or construction and are supported by sufficient documentation regarding the history of the procurement. This includes establishment of the method of procurement, the selection of the contract type, basis for selecting or rejecting offers, and the establishment of the contract price.
- To ensure the contract award is made to the responsive and responsible bidder offering the lowest price; sealed bid, or the contract award is made to the offeror whose proposal offers the greatest value to SNRHA after considering price, technical, and other factors as specified in the solicitation for competitive proposals.
- To ensure unsuccessful firms are notified within ten (10) days of contract award.
- To ensure there are sufficient unencumbered funds available to cover the anticipated cost of procurements, before contract award or modification, including change orders. Additionally, the work is inspected before payment, and payment is made in accordance with the terms & conditions of the contract.

Refer to Appendix 4 Summary of HUD requirements

### 2.3 Delegation of Authority

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

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

The signature of the contracting officer on PHA contracts is a legal commitment, and requires continuing performance by the PHA under the terms and conditions of the contract. If an individual is not an authorized contracting officer, that individual must not bind the PHA by making an implied contract such as making a promise or stating intent to purchase, either orally or in writing.



The Executive Director has the authority to delegate, in writing, all or part of procurement functions to individuals staffed within the organization.

### 3.0 GENERAL REQUIREMENTS

#### 3.1 Annual Procurement Planning

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

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

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

- Requisitions are required for all purchases except P-Card purchases, petty cash and check requests. Check requests and Pro-Card purchases are monitored by the Finance Department.
- In Yardi Requisitions and Purchase Orders numbers are generated sequentially automatically. Requisitions, Purchase Order and Contract can and are linked together as required. The requisition and PO is the main method used to pay invoices however, Finance does have other methods.
- Procurement Requisitions submitted are categorized as a commodity, service or construction. Yardi will record the date of the entry and all approvals. The Procurement Dept., (Director of Procurement) is the last department to approve requisitions.



- Requisitions are distributed to the PRO staff by the Director/Manager once fully approved which authorizes the Procurement Dept. to proceed with a procurement. The PRO staff review the PR for the following content prior to performing the procurement; these items should be attached to the requisition in Yardi and/or contained within the PR Notes:
- Budget Amount
- Type of Procurement:
  - a. Services – Require a Scope of Work (a detailed description of the work to perform) and a Cost Estimate.
  - b. Equipment – Requires the manufacturer’s name, model number, a description of the item and a Cost Estimate.
  - c. Commodity Stock Items – One (1) commodity type per requisition; for example: Janitorial, Plumbing, Structural, etc.
  - d. Emergency Purchases:
    - i. Pro-Card Purchases (Credit Card) *-refer to section on P cards.*
    - ii. Pro-Cards (Credit Cards) are to be used for emergency purchases only.
    - iii. An emergency is defined as anything that affects the immediate health or safety of the public, resident or an employee.
    - iv. Upon completion of the purchase, the requestor will provide to the Finance Department with approvals and the justification for the emergency upon completion of the purchase.
    - v. If using a requisitions to pay for Emergency services, requisition approval and an explanation/justification for the emergency must accompany the requisition.
- Contract number – Services currently under contract by SNRHA if applicable must be entered.
- Approvals – Required
- Note: PRO staff refer to HUD/Federal regulations and SNRHA Federal, Non-Federal Policies, NRS as applicable for regulatory and legal procurement compliance when conducting procurements.

### 3.3 Contract Set-Up -Yardi

- When setting up a contract in Yardi, the contract number is obtained from the PRO Contracts/Solicitation Log, maintained the Procurement Assistant. All budget information is obtained from the approved requisition. In 2013 Finance authorized Procurement to utilize a general



coding for all Opfund Annual contracts which is as follows: Job: Current fiscal year (i.e. OPfund-2015) Property: PHAMP200 all other coding (Pay Account, Category, Cost Code) assign relates to the service or type of contract.

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

### 3.4 Blanket Purchase Order (BPO)

- A blanket purchase order is a contract for the purchase of goods or services with a term the length of the fiscal year. When entering BPO in Yardi a "P" is assigned to the contract number instead of a "C" to distinguish between a BPO and a contract.

### 3.5 Preparing a Requisition

- Check to see if items or services can be purchased on an existing contract.



- Review budget to ensure adequate funds are available.
- Prepare a requisition and provide detailed information about the item or service as required.
- If possible, provide a recommended source for your purchase.
- If your purchase requires more than a brief description, please prepare a scope of work and provide a detailed description for each service required, including, place of performance, period of performance, point of contact for questions, and any other data such as drawings, and specifications.
- Each requisition shall contain an estimated price for the item or service being purchased. For emergency purchases requisitions must be submitted within 24 hours of the emergency purchase. Additionally a written justification detailing the emergency must accompany the requisition. See glossary of terms for definition.
- For construction purchases, an Independent Cost Estimate (“ICE”) will be required.
- For purchases of commodities, requestors are responsible for placing a valid stock and/or part number that are contained in the stock book and/or computer system and additionally, requisitions shall contain one commodity type per requisition.
- Obtain approval from department manager prior to submission into the YARDI system. Approvers are expected to review, approve or reject a requisition within three (3) business days.

### 3.6 Purchase Requisition Procedures

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

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

Dollar Amount	Lead Time
\$30,000.00 and below	up to 3 weeks
\$30,001 to \$99,999	up to 5 weeks
\$100,000.00 or greater	up to 8 weeks

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

### 3.7 Yardi -Automated Requisition Input Process

- Complete an automated requisition form providing all required information and obtain authorized approvals.



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

Position	Approval Ceiling
Executive Director	up to \$100,000.00
Deputy Executive Director	up to \$40,000.00
Department Heads (Directors/Managers)	up to \$15,000.00
Regional Manager(s)	up to \$ 7,000.00
Asset and Property Managers	up to \$ 3,000.00

### 3.8 Independent Cost Estimate ("ICE")s

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

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

### 3.9 Acquisition Planning

For the purpose of ensuring timely processing of requisitions, the Procurement Department has developed and is implementing an Acquisition Plan to be used with all complex purchases and those procurements which exceed the small purchasing threshold.(See Appendix A)Additionally a Business Strategy Planning Meeting must be conducted as well.



The acquisition plan will be utilized to forecast and to measure processing time. Furthermore, all procurements complex in nature or which require the formal procurement process will include a Business Strategy Planning meeting.

### 3.10 Documentation

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

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

Similarly, in the case of competitive proposals where

1. There was adequate competition.
2. The scope of work was not complex (easy to evaluate competing bids).
3. The PHA did not ask the vendor to break out elements of costs separately; no additional documentation is required for price reasonableness other than the comparison of prices offered.

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

1. Adequate competition did not exist.
  2. Adequate competition existed but the PHA received only one bid/proposal.
  3. The price obtained varied significantly from the ICE, in which case the Contracting Officer should notate/explain the reasons for the difference, e.g., poor estimate, etc.
- It is SNRHA's policy to ensure that sufficient records are maintained to detail the significant history of each procurement action. Such records will include, but not be limited to:
    - a. The rationale for the method of procurement selected.
    - b. The solicitation
    - c. The selection of a contract pricing arrangement; but only if not apparent (i.e., the contract file would not need to document why a firm fixed-price was used to obtain building materials).





- d. Information regarding contractor selection or rejection, including, where applicable, the negotiation memo, the source selection panel, evaluation report, cost and price analysis, email correspondence (including offers, selections, pertinent pre and post award discussions and negotiations, etc.).
  - e. The basis for the contract price
  - f. Contract Administration issues and actions
- Record Retention

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

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

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

### 3.11 Funding Payment and Internal Controls

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

- A budget has been established for each department by the Finance Department and is issued at the beginning of each fiscal year.
- Department Directors/Managers shall monitor and control all purchases made by and for their department to ensure compliance with the budgets established by the Finance Department and Executive Director.

### 3.12 Specifications and Statements of Work

- Regulatory Requirement

24 CFR 85.36(c) states, in part, "all procurement transactions shall be conducted in a manner providing for full and open competition." In



compliance with this requirement, the specifications or statement of work must be designed so as not to restrict competition to one supplier.

- Specifications

- a. Specifications and Statements of Work shall be prepared by the requestor and approved by the Department Manager prior to submission to procurement. The Procurement Department shall have final review and approval.
- b. All specifications shall be drafted so as to promote overall economy for the purposes intended and to encourage competition in satisfying the SNRHA's needs.
- c. Specifications shall be reviewed prior to solicitation to ensure that they do not represent unnecessary or duplicative items.
- d. Detailed product specifications shall be avoided whenever possible. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase.
- e. For equipment purchases, a lease versus purchase analysis shall be performed to determine the most economical form of procurement.

- Specification Types

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

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

- a. Functional or Performance Specifications



1. These specifications contain performance characteristics that are desired for the item or that identify how the item functions. The detailed design or exact measurements are not stated.
  2. As such, a functional or performance specification is inherently risky because the performance specifications only state the overall requirements and allow each contractor to furnish its own item, product, or inventory to meet the required performance.
- b. Design Specifications
1. Design specifications contain a description of the item desired as opposed to performance standards. Design specifications may be as detailed as needed.
  2. Depending on the nature of the item, the design specifications may contain precise measurements, tolerances, materials, product tests, quality control, and other detailed information, provided competition is not being limited to one product.
  3. The information furnished in the specification shall be sufficiently detailed to ensure that all items manufactured to the specifications will be virtually the same.
- c. Brand Name or Equal Specifications
1. Under this form of specification, clear and accurate product descriptions are developed. These descriptions shall not contain features that unduly restrict competition.
  2. It may be necessary to describe technical requirements for materials and equipment by referencing brand name products in order to define performance or other salient requirements.
  3. References to brand names shall be followed by the words "or equal" and a description of the item's essential characteristics so that competition is not restricted.
  4. Specific brand names may be used only for establishing design and quality standards and only if there is no other reasonable method of designating the required quality of the item desired.



5. When brand names or catalog numbers are used, inform the offerors that such references establish only design or quality standard; in fact, any other products that clearly and demonstrably meet the standard are also acceptable.

d. Contractor-Developed Specifications

1. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors funded to develop or draft specifications, requirements, statements of work, invitations for bid, or requests for proposals shall be excluded from competing in the procurement.
2. The only exception to this rule is if, prior to the solicitation, all respondents to solicitations are provided with materials and information made available to the contractor involved in matters pertinent to the solicitation.

- Specification Limitations

The following specifications limitations shall be avoided:

- a. Geographic restrictions not mandated or encouraged by applicable Federal law (except for architect/engineer contracts, which may include geographic location as a selection factor if adequate competition is available);
- b. Unnecessary bonding or experience requirements;
- c. Brand name specifications (unless a written determination is made that only the identified item will satisfy the SNRHA's needs);

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

### 3.13 Determining Responsiveness & Contractor Responsibility

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

- Responsiveness

To be considered responsive, a bid must conform to the material requirements of sealed bids and competitive proposals.



The Contracting Officer must examine the low bid to be sure that the bidder did not alter the specifications or other terms and conditions (e.g., delivery schedules, payment terms, etc.) or attempt to impose different terms and conditions.

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

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

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

- **Responsibility**

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

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

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

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

- **Financial Capability**

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

- a. Financial information and credit bureau reports; require the contractors to provide information and verification regarding their credit line and account balances with financial institutions



and name of the financial institution's officer serving the account.

- b. To determine if the contractor has necessary organization experience accounting and procurement controls, and technical skills. The contracting officer may
  - 1. Verify experience with other customers;
  - 2. Request copies of any audits;
  - 3. Verify that necessary personnel will be available to perform the contract;
  - 4. Verify the offeror's compliance with payments, wage rates, and affirmative action requirements with other customers and with applicable State and Federal Government offices, e.g., Department of Labor Wage and Hour Division.

- **Technical Capabilities**

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

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

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

- **Performance Schedule**

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

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

- **Past Performance**



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

- a. Require the contractor to submit contact information for recent contracts they have performed for other customers and grant the contracting officer permission to contact those recent customers to ascertain the contractor's quality of performance, including but not limited to timeliness of delivery/completion, quality of work, compliance with terms and conditions of the contract, and cost control, if applicable;
- b. Ask the past customers whether or not they would contract with the offeror again and why; and
- c. Research the offeror's performance history and general litigation history.

- **References**

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

- a. Contact the offeror's previous and current customers to verify their dealings with the offeror;
- b. Check with the local Better Business Bureau, local offices of Code Compliance and Business Licenses, or other regulatory agencies for business ethics record and compliance with public policy.

- **Qualifications**

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

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

- **Evidence of Responsibility**

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



which they are required to submit evidence to meet the above requirements of responsibility.

- Sealed Bids

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

- a. Competitive Proposal

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

- Determination of Non-Responsibility

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

- Notifying Bidders/Offerors of Non-Responsibility

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

- System for Award Management (SAM).

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

- a. SNRHA shall not make an award to any contractor that is not registered in SAM with active with no exclusions.
    - b. SNRHA shall not make an award to any contractor or individual who has been suspended or debarred and whose name appears with exclusions per SAM review.
    - c. Prime Contractor Responsibility





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

- d. Procurement shall notify potential contractors of their responsibility to confirm in their proposals that each of their subcontractors is not subject to an SAM, suspension, or disbarment.
- e. Procurement shall require potential contractors to provide evidence that an SAM, suspension, and debarment compliance check has been made regarding each proposed subcontractor before the award is made or before new subcontractors will be allowed to participate in the contract.

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

### 3.14 Price Reasonableness

- General

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

- a. When there is a sole source (or non-competitive proposal).
- b. When after soliciting bids, only one bid is received and the Contracting Officer does not have sufficient data on costs to establish price reasonableness (such as prior purchases of similar nature), and SNRHA is considering making an award to the sole bidder.
- c. When negotiating modifications to contracts that impact the price or estimated cost.



- d. When terminating a contract and the contractor is entitled to payment of reasonable costs incurred as a result of termination or when awarding a cost-reimbursement contract.
- e. If the procurement is based on non-competitive proposals, or when only one offer is received, or for any other procurement as deemed necessary by SNRHA, the offeror shall be required to submit:
  - 1. A cost breakdown showing projected costs and profit.
  - 2. Commercial pricing and sales information, sufficient to enable SNRHA to verify the reasonableness of the proposed price as a catalog or market price of a commercial product sold in substantial quantities to the general public.
  - 3. Or documentation showing that the offered price is set by law or regulation.

- Price Analysis

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

### 3.15 Prohibition Against Bid Splitting

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

- a. Other Factors

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

- b. Purchase Distribution



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

### 3.16 Ratifications

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

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

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

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

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

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

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

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

### 3.17 Contractor Qualifications and Duties

- Contractor Responsibility

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

- a. Have adequate financial resources to perform the contract, or the ability to obtain them;
- b. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- c. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;



- d. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder's/offeror's existing commercial and governmental business commitments;
- e. Have a satisfactory performance record;
- f. Have a satisfactory record of integrity and business ethics; and
- g. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not being suspended, debarred or under a HUD-imposed LDP.

### 3.18 Section 3 Program Housing and Urban Development Act of 1968

- Section 3 Businesses/Employment & Training

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

- Covered Work

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

- Section 3 Contract Clause

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

- Section 3 Compliance Requirements

SNRHA has adopted a scale for residents and other low-and-very low-income individuals hiring that is to be used on all construction, service, and professional service contracts that contain a labor component and meet all other SNRHA policy requirements. Therefore, Section 3



information shall be issued with every solicitation package that applies to the Section 3 policy. Contractors or suppliers who are non-compliant with Section 3 or any other SNRHA requirements are to be forwarded to the Procurement Department for adjudication. Contractors who are not compliant with Section 3 or other SNRHA requirements will be notified and may be ineligible for awards or in the case where an award has been made, maybe subject to termination for default.

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

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

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

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

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



- Or contractor makes a contribution to the SNRHA's Section 3 Training Funds to provide assistance to residents to obtain training. The level of contribution would be commensurate with the sliding scale set forth in the Section 3 Hiring Scale above.
- In the event that a Contractor does not need to hire, they would have to comply with either Items 3 or 4 or a combination thereof. In the event a contractor has a need to hire, and hires a resident or other Section 3 participant, the financial obligation of the Hiring Scale remains in place and must be satisfied. In other words, if the Hiring Scale dictates that a Contractor must fulfill a \$35,000 standard to be compliant, and they only intend to spend \$20,000 on the new hire, they must then contribute the remaining \$15,000 through Items 3 or 4 or a combination thereof.

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

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

Total Contract Service Dollars	Minimum Number of Hires
\$100,000, but less than \$500,000	1 New Hire
At least \$500,000, but less than \$750,000	2 New Hires
At least \$750,000, but less than \$1 million	3 New Hires
At least \$1 million, but less than \$2 million	4 New Hires
At least \$2 million, but less than \$3 million	5 New Hires
At least \$3 million, but less than \$4 million	6 New Hires
For each additional \$1 million over \$4 million	1 New Hire per \$1 million

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

### 3.19 Resident Hiring

SNRHA's preference is to ensure that as many SNRHA residents as possible are employed. In an effort to further that goal, SNRHA has created the following required hiring preference tier. Contractors must exhaust higher priority tiers before being able to hire in lower tiers. A contractor will submit the Intent to Hire form to the Section 3 coordinator who will make referrals based on this requirement from the Job Bank maintained by SNRHA and the qualifications set forth by the contractor.



Tier 1	Hire SNRHA Public Housing Residents
Tier 2	Hire SNRHA Housing Choice Voucher (aka Section 8) Participants
Tier 3	Hire SNRHA Affordable Housing Residents
Tier 4:	Hire eligible Section 3 residents from approved Youth Build programs
Tier 5	Hire non-SNRHA Section 3 residents residing in Clark County

If the Section 3 coordinator is not able to provide qualified referrals for the position to be filled, they will certify that the contractor has exhausted the higher priority tiers and allow the contractor to pursue hiring outside of SNRHA programs.

### 3.20 Section 3 Business Certification

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

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

### 3.21 Solicitation Types – Section 3

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

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

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

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

Procurement by sealed bids (Invitations for Bids)

- a. Preference is given to those companies that are Section 3 Certified. (See chart below)
- An award shall be made to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid meets all the requirements within the solicitation. Preference points are applied if the bid:
    - a. Is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and



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

- Preference Chart

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

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

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

IFB & RFQ Preference	X = Lesser of:
When the lowest responsive bid is < \$100,000	10% of that bid or \$9,000
At least \$4 million, but less than At least \$7 million	2% of that bid, or \$105,000
At least \$2 million, but less than At least \$4 million	3% of that bid, or \$80,000
At least \$1 million, but less than At least \$2 million	4% of that bid, or \$60,000
At least \$500,000 but less than \$1million	5% of that bid, or \$40,000





At least \$400,000 but less than \$500,000	6% of that bid, or \$25,000
At least \$300,000 but less than \$400,000	7% of that bid, or \$24,000
At least \$200,000 but less than \$300,000	8% of that bid, or \$21,000
At least \$100,000 but less than \$200,000	9% of that bid, or \$16,000
\$7 million or more	1-1/2 % of the lowest responsive bid, with no dollar limit

### 3.22 Bid Proposal Phase

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

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

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

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

### 3.23 Effective Dates of Obligation and Expenditure of ARRA Funds

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

### 3.24 Effective Dates of SNRHA Procurement Policy

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

## 4.0 METHODS OF PROCUREMENT

### 4.1 Selection of Method

If it has been decided that SNRHA will directly purchase the required items, one of the following procurement methods shall be chosen, based on the nature and anticipated dollar value of the total requirement.



#### 4.2 Petty Cash Small Purchases of \$100 or less

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

#### 4.3 Procedures for Making Petty Cash Purchases

The Contracting Officer shall ensure that:

- The petty cash account is established in an amount sufficient to cover Small Purchases made during a reasonable period.
- Petty cash accounts never exceed \$100.
- Security is maintained and only individuals who have been authorized by the Executive Director or the Finance Director have access to the account.
- The account is periodically audited by the Finance Director, or designee, to validate proper use and to verify that the account total equals cash on hand plus the total of accumulated vouchers.

#### 4.4 Pro-Card Purchases (Credit Card)

- Pro-Cards (Credit Cards) are to be used for emergency purchases only.
- An emergency is defined as anything that affects the immediate health or safety of the public, resident or an employee.
- The following information must be provided to the Finance Department upon completion of the purchase.
  - a. A completed requisition with approvals and the justification for the emergency.
  - b. Submit with the Pro-Card Report.

#### 4.5 Pro-Card Administrator

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

- Ordering, issuing and closing Pro-Card accounts.
- Advising the user department of appropriate pre-determined limits based upon a written request by the department head.



- Strategy Codes are assigned based on the expressed needs of a department. Strategy Codes will allow for specific purchases only, therefore, cardholders must become familiar with Strategy Codes and the predetermined limits per card.
- Conduct orientation for all new Pro-Card holders upon issuance of the Pro-Card.
- Maintain a current list of Pro-Card holders and the pre-determined limits for each.
- Distribution of new or renewed Pro-Cards.
- Formulation and publication of set procedures for correct use of Pro-Cards.
- Initial and periodic training of Pro-Card holders.
- Periodic reviews of compliance of procedures and report finding(s) to applicable managers.
- Upon the request of the Finance Department, research and resolve any problem procurements completed by use of a Pro-Card.
- The Finance Department shall be responsible for the following:
  - a. Bi-weekly printing and distribution of applicable reports to cardholders;
  - b. Bi-weekly reconciliation of each Pro-Card holder's account; and
  - c. Notification to Pro-Card Administrator of any problems discovered.
- Pro-Card holders shall be responsible for the following:
  - a. Ensuring that receipts are received at the time merchandise is received, including applicable refunds;
  - b. Reviewing and evaluating of bi-weekly reports that are received from the Finance Department with five (5) working days after receipt of report;
  - c. Matching receipts to the report received from the Finance Department on bi-weekly basis.
  - d. Attach the receipts to the report with approvals of the cardholder and the department head;
  - e. Forwarding the original report and receipts to the Finance Department retaining a copy for the Pro-Card holder's files.
  - f. If the information on the report is not accounted for, the cardholder is to make a notation of the reason for the discrepancy on the report, have the department head approve the notation and return it to The Finance Department; and





2. If the credit refund is not acquired within that period, the Pro-Card holder may be asked to surrender the Pro-Card to the Pro-Card Administrator until he/she is able to acquire the credit refund.
  3. If the Pro-Card holder does not acquire a refund within thirty (30) days, the Pro-Card may be suspended permanently and a new Pro-Card holder appointed for the designated department.
- b. Second Occurrence
1. Same as the first occurrence.
  2. Additionally, the cardholder shall receive a written warning from his/her supervisor to correct the action.
- c. Third occurrence
1. Same as the second occurrence.
  2. Additionally, the cardholder shall be suspended from use of handling Pro-Cards permanently and a new Pro-Card holder will be appointed for the designated department.

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

#### 4.6 Pro-Card Management Internal Controls

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



g. The Finance Department will reconcile all statements of purchases for all cardholders each month.

h. Evidence of Purchase

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

#### 4.7 The Finance Department – Invoices/Shipping-Packing Slips

- A copy of every purchase order processed through the Procurement Department is provided to the Finance Department, User Department, the Vendor and Contractor.
- All invoices for purchases or payments shall be submitted to the Finance Department.
  - a. The Finance Department:
    1. Will not pay an invoice without authorization from the Department that the service was charged.
    2. Must receive the shipping/packing slip to verify that the order was filled and /or received.
    3. All invoices are sent to Directors/Department Heads for authorization prior to payment.
- General

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

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



- **Receiving Goods/Services and Approving Payments**

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

- **Receipt of Commodities**

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

#### 4.8 Micro Purchases

- Any contract below \$2,000 per purchase may be made in accordance with the Micro Purchase procedure authorized in this section.
- **Non-Competition Requirement Micro Purchases**
  - a. Micro Purchases may be awarded without soliciting competitive quotations if the Contracting Officer considers the price to be reasonable (e.g., based on recent research, experience, or purchases).
  - b. To the extent practicable, SNRHA shall distribute Micro Purchases equitably among qualified vendors.
- **Quotation Evaluation for Micro Purchases**

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

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



#### 4.9 Small Purchase Methods

- Small Purchases between \$2,000 and \$100,000
  - a. The names, addresses, telephone numbers, website addresses, and/or other contact information of the offerors, persons, or businesses contacted for quotations, and the date and amount of each quotation shall be recorded and maintained as a public record, unless otherwise provided in state or local law.
  - b. Any contract less than \$100,000 may be made in accordance with the small purchase procedures authorized in this section.
- Contract requirements shall not be intentionally divided so as to constitute a small purchase under this section.
- However, larger requirements may be broken into smaller ones to afford small and minority businesses the opportunity to participate in SNRHA's procurements.
- The Contracting Officer shall document in the contract file the reasons for breaking down larger requirements.
- Competition Requirements
  - a. SNRHA must solicit at least three offerors for price quotations.
  - b. Award shall be made to the offeror providing the lowest acceptable quotation, unless justified in writing based on price and other specified factors, such as for architect-engineer contracts.
- Method of Solicitation for Small Purchases
  - a. SNRHA may obtain quotations
    1. In writing (hard copy or email),
    2. Verbally,
    3. By fax,
    4. Via catalogs,
    5. By letter,
    6. Electronically, (e.g., the Internet) as allowed by state or local laws.

If non-price factors will be considered, they shall be disclosed to all those solicited.





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

- **Evaluating Contractor Responsibility**

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

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

- **Special Situations**

SNRHA will include additional information in support of its purchases to

- a. Explain the absence of competition if only one source is solicited; or
- b. Support the award decision if other than price-related factors were considered in selecting the vendor.

- **Bonding Requirements**

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

#### 4.10 Sealed Bidding (IFB)

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

- **Conditions for Use**
  - a. Sealed bidding is the preferred method for construction procurement;
  - b. and shall be used for all construction and equipment contracts exceeding the Small Purchase dollar amount and for procurements under the Capital Fund Program ("CFP").



- c. Sealed bidding shall not be used for professional service contracts.
- d. For contracts to be awarded based on competitive sealed bidding the following conditions shall be present:
  1. A complete, adequate, and realistic specification or purchase description is available.
  2. Three or more responsible bidders are willing and able to compete effectively for the work.
  3. The procurement lends itself to a firm fixed price contract.
  4. The selection of the successful bidder can be made principally on the basis of price.

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

#### 4.11 Bid Solicitation by Invitation for Bids, (“IFB”)

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

- The IFB package includes but is not limited to
  - a. The cover page
  - b. The Table of Contents
  - c. The Bid Form

This is the form on which bidders enter their bid or price(s). The form must be clear, accurate, and unambiguous.
  - d. A description of the supplies or services being purchased
  - e. Any unique technical information
  - f. Time and place set for receipt of bids and public bid opening
  - g. Time and place of site inspections or pre-bid conferences
  - h. A statement that the award will be made to the lowest responsible and responsive bidder whose bid meets the requirements of the IFB
  - i. Any required forms, as outlined below.
  - j. Specification and Statement of Work

1. This section includes a detailed description of the work or items required.
2. Form HUD-5369-Instructions to Bidders for Contracts, Public and Indian Housing Programs (construction) or form HUD-5369-B, Instructions to offerors Non-Construction.
3. Form HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs (construction) or form HUD-5369-C, Certifications and Representations of offerors Non-Construction Contract.
4. Form HUD-5370, General Conditions of the Contract for Construction or form HUD-5370-C, General Conditions for Non-Construction Contracts, along with any appropriate Davis-Bacon or HUD wage decision for construction and maintenance work.

- **Method of Solicitation**

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

- a. Advertising in newspapers or other print mediums of local or general circulations.
- b. Advertising in various trade journals or publications.
- c. E-Procurement

- **Time Period for Solicitation**

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

**Amendments or Addendum to the IFB**

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

- a. **Form**

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

- b. **Contents**



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

c. Timing

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

- Pre-Bid Conference

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

- Solicitations in General

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

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

- Receipt of Bids - Time and Place Certainty



- a. Each bid must be dated and time-stamped immediately upon SNRHA's receipt.
- b. Sealed bids shall be safely stored to ensure that they are not opened or mishandled prior to the bid opening.
- c. An SNRHA staff person shall standby just before the deadline's close to see that bids received at the proper location are date and time-stamped expeditiously.
- d. Sealed bids received after the time specified in the IFB may be recorded as a late bid, at SNRHA's sole discretion, and kept unopened in the contract file.
- e. A late bid received before the award is made may only be considered in accordance with the procedures listed in the form HUD-5369, Item 5, or form HUD-5369-B, Item 6.

- **Public Bid Opening Process**

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

- a. Bids shall be publicly opened on the scheduled date and time shown in the solicitation and in the presence of at least one witness.
- b. SNRHA's bid opening official will read aloud and record the bidders' name, bid prices and this information may be made available for public inspection.
- c. No commitment or statement regarding contract award shall be made to any bidder at the bid opening.
- d. Recording the Bids
  - 1. An abstract of the bids shall be recorded, made part of the official contract file, and made available as public information.

- **Mistakes in Bids**

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

- a. **Before Bid Opening**

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



b. After Bid Opening

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

1. A mistake of a non-judgmental character was made
2. The nature of the mistake, and
3. The bid price actually intended.

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

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

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

- Bid Guarantees

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

- a. Bid guarantees shall be submitted with bid responses.
- b. Bid guarantees must be for 5% of the total bid amount and in the form of:

1. A Cashier's check endorsed to SNRHA.
2. A US government bond or surety company.

- Bonds

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

- a. A performance and payment bond for 100% of the contract price.
- b. Separate payment and performance bonds each for 50% or more of the contract price.



- c. A 20% cash escrow; or
- d. A 25% irrevocable letter of credit.

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

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

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

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

- **Inadequate Surety or Bond**

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

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

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

- **Bond Requirement Exception**

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

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

- **Contract Award**



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

a. Responsive Bids

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

b. Responsible Bids

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

c. Minor Informalities

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

d. Equal Bids

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

4.12 Competitive Proposal (RFQ/RFP/QBS);

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

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

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

- The Competitive Proposal Method

Commonly referred to as "negotiated procurement", and is a condition for use. Competitive proposals are an acceptable alternative to sealed





bidding for contract requirements that exceed SNRHA's Small Purchase dollar amount. The competitive proposal method permits:

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

- **Conditions for Use**

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

- **Justification**

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

- **Solicitation Methods**

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

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

- **Time Period for Solicitation**

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



- Request for Proposals (RFP)

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

- a. SNRHA may assign the cost with a specific weight in the evaluation criteria or may consider the cost in conjunction with other factors; either way
- b. SNRHA shall establish a method to fairly and thoroughly evaluate proposals before the solicitations are issued.

- Qualifications Based Selection (QBS)

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

- Mandatory Forms/Contract Provisions

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

- a. Form HUD-5369-B, Instructions to offerors, Non-Construction.
- b. Form HUD-5369-C, Certifications and Representations of offerors Non-Construction Contract. C.
- c. Form HUD-5370-C, General Conditions for Non-Construction Contracts, shall be used for maintenance contracts only.

- Evaluation Factors - Non-Price

- a. The RFP must contain a clear statement of the evaluation factors, including the relative weight given to each factor, to guide the offerors in structuring their proposal.
- b. The evaluation criteria shall be tailored to fit each procurement.
- c. The RFP must be evaluated only on the criteria set forth in the RFP. A typical evaluation criterion generally includes the following:
  - 1. Demonstrated understanding of the requirements.
  - 2. Appropriateness of the technical approach in the proposal (including labor categories, estimated hours, and skill mix).
  - 3. Quality of the work plan.
  - 4. Technical capabilities (in terms of personnel, equipment, and materials) and management plan (including staffing



of key positions, method of assigning work, and procedures for maintaining level of service, etc.).

5. Demonstrated experience in performing similar work.
6. Demonstrated successful past performance (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by the solicitation as verified by reference checks or other means.
7. Where Price is Assigned an Explicit Point(s). Under this method, the PHA may award price a specific number of points. For example, the PHA may rank proposals on a 100-point scale. Of the total points, the PHA may award, for example, 80 points for technical merit and 20 points for price. In using this method, the PHA will need to determine the weight given to price versus technical factors and how to convert price into a point scale.
8. Where Price and Other Technical Factors are Considered. Under this method, technical factors are first determined and offerors are ranked. Then, prices are evaluated. The PHA can award to the offeror whose price and technical factors are the most advantageous to the PHA. This method is also known as the “trade-off” method in that the PHA trades-off, or weighs the importance of, price versus technical factors. All amendments must be in writing.

- Evaluation for Price

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

- a. Where price is assigned an explicit point value.
  1. Under this method, SNRHA may award price a specific number of points.
  2. SNRHA will determine the weight given to price versus technical factors and how to convert price into a point scale.

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



b. Where price and other technical factors are considered

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

• Amendments

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

a. Amendments Before the Proposal Due Date

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

1. Directly via email, facsimile, letter, or
2. Generally by posting the amendment to SNRHA's E-procurement internet page.
3. It is the offerors responsibility to frequently check SNRHA's e-procurement internet page for potential amendments.

b. Amendments After the Proposal Due Date

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

1. By email, facsimile, or letter.
2. The amendment will include a date by which the offerors must submit their amendments to their previously submitted offers.
3. If, however, SNRHA in its sole discretion determines that the changes are significant enough that potential offerors who did not submit offers might have submitted an offer if the changes had been made before the proposal due date, then SNRHA may in its sole discretion extend the proposal due date and includes all others.



c. Amendments After Determination of the Competitive Range

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

• Solicitations

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

- a. The supplies, services, or construction are no longer required.
- b. Ambiguous or otherwise inadequate specifications were part of the solicitation and shall be corrected.
- c. The solicitation did not provide for consideration of all factors of significance to SNRHA.
- d. Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds.
- e. There is reason to believe that bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith; or
- f. For good cause of a similar nature when it is in the best interest of the SNRHA.
- g. The Contracting Officer shall document the reasons for canceling the solicitation in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request to any offeror solicited.
- h. A notice of cancellation shall be sent to all offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any re-solicitation or future procurement of similar items.
- i. If all otherwise acceptable bids received in response to an IFB are at unreasonable prices, or only one bid is received and the price is unreasonable, SNRHA shall cancel the solicitation and either:

1. Re-solicit using an RFP.



2. The competitive proposals method, (when more than one otherwise acceptable bid has been received), or by using the noncompetitive proposals method.
3. When only one bid is received at an unreasonable price provided that the Contracting Officer determines in writing that such action is appropriate.
4. All bidders are informed of the SNRHA's intent to negotiate, and each responsible bidder is given a reasonable opportunity to negotiate.

- Documenting Amendments

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

- Pre-Proposal Conference

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

- Receiving Proposals

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

- Late Submissions

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

- Confidentiality

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

- Evaluation Process

SNRHA shall evaluate the proposals based on the evaluation factors set forth in the RFP. Factors not specified in the RFP shall not be



considered. Respondents may not impose conditions or change requirements to suit the respondent's own needs or desires.

- a. The Procurement Department evaluates the solicitation responses to ensure compliance with the solicitation requirements.
- b. A Technical Evaluation Committee is established that is comprised of a Chair and members. This committee shall have an odd number of participants including the Chair. Each member is required to sign a confidentiality statement prior to receiving the technical proposals.
- c. The committee shall be responsible for preparing technical evaluation criteria and reviewing the proposal to ensure compliance with the technical criteria in the solicitation.
- d. The committee shall issue a technical evaluation report from the committee, to the Procurement Department.
- e. Procurement will review the Technical Evaluations to ensure the report is accurate and complete.
- f. It is the responsibility of the Procurement Department to review proposals and to perform a price/cost analysis once technical evaluations are complete.
- g. The results of proposal evaluation are not required to be publicly opened. Rather, the results may or may not be made public at SNRHA's discretion; either before or after the contract is awarded. ;
- h. The Contracting Officer is responsible for ensuring that the evaluation results are sufficiently documented and included in the contract file.

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

- **Negotiations**

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

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



full understanding of and conformance to the solicitation requirements.

- b. No offeror shall be provided information about any other offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal.
- c. Offerors shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award. A common deadline shall be established for receipt of proposal revisions based on negotiations.

- Award

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

- Notice to Unsuccessful Offerors

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

- RFQ – Request for Qualifications

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

- a. A/E services in the excess of the small purchase dollar amount may be obtained by either the competitive proposals method or QBS, unless state law mandates the specific method.
- b. Sealed bidding shall not be used to obtain A/E services.
- c. Under QBS, SNRHA requests technical qualifications statements from prospective firms via RFQ and then evaluates and ranks the statements according to their qualifications as related to the project. Price is not an evaluation factor in the





RFQ. Thereafter, SNRHA evaluates the responses to the RFQ and selects the most qualified respondent, and subject to the negotiation of fair and reasonable compensation. If a reasonable compensation cannot be negotiated, then SNRHA will end negotiations with that firm, and either open negotiations with the next most qualified firm or cancel the solicitation. Qualifications-based selection procedures shall not be used to purchase other types of services even though architect/engineer firms are potential sources.

#### 4.13 Cooperative Purchasing

- Intergovernmental Agreements

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

- General Services Administration (GSA) Contracts

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

## 5.0 TYPES OF CONTRACTS, CLAUSES, AND CONTRACT ADMINISTRATION

### 5.1 Contract Types

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

### 5.2 Options Contracts

SNRHA may include in its contracts options for additional quantities or performance periods as permitted provided that:



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

### 5.3 Purchase Orders

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

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

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

### 5.4 Firm Fixed-Price

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



amount of contract administration. However, as discussed below under other types, it is not always possible to use firm fixed-price contracts.

#### 5.5 Fixed-Price

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

#### 5.6 Fixed-Price with Economic Price Adjustment

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

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

#### 5.7 Cost-Reimbursement

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



appropriate surveillance during performance will provide reasonable assurance that efficient methods and effective cost controls are used.

- **Cost contract (no fee)**

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

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

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

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

- a. The completion form describes the scope of work by stating a definite goal or target and specifying an end product. This form of contract normally requires the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee.
- b. The term form describes the scope of work in general terms and obligates the contractor to devote a specified level of effort for a stated time period. Under this form, if the Contracting Officer considers the contractor's performance to be satisfactory, the fixed fee is payable at the expiration of the agreed-upon period.

Because of the differences in obligation assumed by the contractor, the completion form is preferred over the term form whenever the work, or specific milestones for the work, can be defined well enough to permit development of estimates within which the contractor can be expected to complete the work.



The term form shall not be used unless the contractor is obligated by the contract to provide a specific level of effort within a definite time period.

#### 5.8 Indefinite-delivery contracts

- Specify the prices for the supplies or services, the period under which the PHA may place orders with the contractor, the ordering procedures, and the contract terms and conditions that govern the orders;
- Provide for obtaining the supplies or services when needed by placing orders with the contractor within the time period stated in the contract (e.g., one year);
- May be awarded using sealed bidding or competitive proposals as appropriate. Indefinite-delivery purchase orders shall not be used unless the PHA knows that multiple orders for items or services will be needed, and the total amount of all orders will not exceed the PHA's small purchase threshold; and,
- May use any type of pricing arrangement (e.g., fixed-price) as appropriate to the supplies and/or services being purchased.
- Orders placed under indefinite-delivery contracts are not considered purchase orders. Since the indefinite-delivery contracts are awarded competitively, no further competition is required for individual orders placed under it.
- There are three types of indefinite-delivery contracts: definite-quantity contracts, requirements contracts, and indefinite-quantity contracts. The appropriate type of indefinite-delivery contract may be used to acquire supplies and/or services when the exact times and/or exact quantities of future deliveries are not known at the time of contract award.
  - a. Definite-quantity contracts provide for delivery of a definite quantity of specific supplies or services for a fixed period of time (e.g., one year), with deliveries or performance to be scheduled at designated locations upon order. A definite-quantity contract may be used when it can be determined in advance that:
    1. A definite quantity of supplies or services will be required during the contract period; and
    2. The supplies or services are regularly available or will be available after a short lead time.
- Requirements contracts provide for filling all of the PHA's purchase requirements for the supplies or services specified in the contract during a fixed period of time. The PHA may not buy the supplies or services from another source during the period of the contract. A requirements



contract may be appropriate for acquiring any supplies or services when the PHA anticipates recurring requirements but cannot predetermine the precise quantities of supplies or services that it will need during a definite period.

- Indefinite-quantity contracts provide for delivery of an indefinite quantity, within stated limits (a minimum and maximum quantity), of supplies or services during a fixed period. Quantity limits may be stated in the contract as number of units or as dollar values. PHAs may use an indefinite-quantity contract when they cannot predetermine, above a specified minimum, the precise quantities of supplies or services that they will require during the contract period, and it is inadvisable to commit it for more than a minimum quantity. PHAs shall use an indefinite-quantity contract only when a recurring need is anticipated.
  - a. The contract must require the PHA to order and the contractor to furnish at least a stated minimum quantity of supplies or services. In addition, if ordered, the contractor must furnish any additional quantities, not to exceed the stated maximum. The Contracting Officer shall establish a reasonable maximum quantity based on market research, trends on recent contracts for similar supplies or services, survey of potential users, or any other rational basis.
  - b. To ensure that the contract is binding, the minimum quantity must be more than a nominal quantity, but it shall not exceed the amount that the PHA is fairly certain to order.
  - c. The contract may also specify (minimum and maximum) quantities that the PHA may order under each task or delivery order and the maximum that it may order during a specific period of time. This ensures that the contractor knows what the potential maximum number of deliveries he/she may have to make and allows him/her to adequately prepare.
  - d. The solicitation and resulting contract for an indefinite-quantity contract shall:
    1. Specify the period of the contract, including the number of options and the period for which the PHA may extend the contract under each option;
    2. Specify the total minimum and maximum quantity of supplies or services the PHA will acquire under the contract. This may be expressed in units (e.g., number of items) or total dollar amount;
    3. Include a statement of work, specifications, or other description, that reasonably describes the general



scope, nature, complexity, and purpose of the supplies or services the PHA will acquire under the contract in a manner that will enable a prospective offeror to decide whether to submit an offer;

4. State the procedures that the PHA will use in issuing orders, including the ordering media (fax, email, etc.) and whether oral orders may be placed; and,
5. Identify the PHA personnel who are authorized to issue orders.

### 5.9 Time and Materials and Labor-Hour

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

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

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

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

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

### 5.10 Letter Contract

A letter contract is a written preliminary contractual instrument that authorizes the contractor to begin immediately performing services or delivering supplies while the contract terms are negotiated. A letter contract is a form of negotiated contract (i.e., not sealed bidding) and may result in any contract type (e.g., fixed-price, cost-reimbursement, etc.). It shall be used only in exceptional circumstances, and is most appropriate for emergency work, or other urgent and



compelling needs. The single advantage of this method is that it expedites the procurement process. The contractor may begin performance on urgent requirements before the full requirements of the contract are made final, or “definitized.” The disadvantage is that it provides no incentive for cost control by the contractor, and the PHA is in a very weak bargaining position at the time the final contract is negotiated. The contractor is already performing the work, and the work is usually critical.

- A letter contract may be used when:
  - a. The PHA’s interests demand that the contractor be given a binding commitment so that work can start immediately; and,
  - b. Negotiating a definitive contract is not possible in sufficient time to meet the requirement. However, a letter contract shall be as complete and definite as feasible under the circumstances. Letter contracts that are subject Davis-Bacon or HUD-determined wage rate requirements shall so state, and where feasible, the applicable wage determination shall be attached.
- When a letter contract award is based on price competition, the contracting officer shall include an overall price ceiling in the letter contract.
- Each letter contract shall contain a negotiated definitization schedule including:
  - a. Dates for submission of the contractor’s price proposal;
  - b. A date for the start of negotiations; and,
  - c. A target date for definitization
    - 1. PHA’s may establish maximum periods for negotiating final contracts (e.g., no more than 90 days after the issuance of the letter contract) in their Procurement Policies.
  - d. The maximum liability of the PHA under a letter contract shall be the estimated amount necessary to cover the contractor’s requirements for funds before definitization. PHAs shall establish limits on letter contract liability in their Procurement Policies (e.g., no more than 50% of the total estimated contract price).
  - e. A letter contract shall be used only after the Contracting Officer, or another official as designated in the PHA’s Procurement policy, determines in writing that no other contract is suitable. Letter contracts shall not:





1. Commit the PHA to a definitive contract in excess of the funds available at the time the letter contract is executed;
2. Be entered into without competition unless infeasible (see 24 CFR 85.36(c)); or,
3. Be amended to satisfy a new requirement unless that requirement is inseparable from the existing letter contract. Any such amendment shall be subject to the same requirements and limitations as a new letter contract.

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

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

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

#### 5.12 Prohibited Contracts

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

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

### 6.0 CONTRACT ADMINISTRATION

#### 6.1 General

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



- Pre-construction Conference and the Notice to Proceed

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

- Progress Meetings

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

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

- Inspections

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

- a. Inspection Reports

All progress inspections shall be documented using an appropriate PHA inspection report form. The inspection report shall include a description of the work completed and a determination as to whether or not the work is acceptable. If payment is made on a unit price basis, quantities must be verified. If payment is made on a time and materials basis, the report shall show that the time charged was spent on PHA work and that materials were charged at cost. A copy of the



inspection report shall be included in the contract file. Based on the progress report, the Contracting Officer shall initiate any needed follow-up actions to ensure that the terms of the contract are being fulfilled.

b. Deficiencies

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

- Labor Standards

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

- Progress Payments

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

- a. If progress payments are necessary (they may not be necessary in small construction contracts), the PHA shall require the contractor to prepare a construction progress schedule for each project immediately after issuing the Notice to Proceed. The PHA may require use of form HUD-5372, Construction Progress Schedule, or another appropriate form from various professional organizations. The information must be realistic and consistent with the information provided by the contractor on the PHA-approved schedule of amounts for contract payments and the HUD-approved Project Implementation or Development Schedule, as applicable
- b. The PHA or its architect shall review the contractor's construction progress schedule to ensure that the scheduled dates and amount of work to be completed are reasonable and consistent with the contract. If acceptable, the PHA's architect shall sign the schedule and forward it to the PHA for approval. After approval by the PHA, the construction progress schedule



shall be returned to the contractor and copies filed in both the construction contract file and the official contract file.

- c. The PHA shall require the contractor to prepare a schedule of amounts of payments immediately after execution of the contract. The PHA must use form HUD-51000, Schedule of Amounts for Contract Payments, for this purpose.
- d. The PHA and its architect shall review the schedule to determine that both the scheduled work to be completed by the specified dates and the amount of payment for such work are reasonable. If acceptable, the PHA shall approve and return the schedule to the contractor. HUD review is not required.
- e. The PHA is responsible for making progress payments to the contractor based on the PHA-approved schedule of amounts for contract payments. Generally, progress payments for acceptable work and materials delivered and stored on the site are made at 30-day intervals. HUD authorization of progress payments based on the approved payment schedule is not required.
- f. The contractor shall submit a request for payment for each project on form HUD-51001, Periodic Estimate for Partial Payment. The request shall be accompanied by the contractor's written designation of a certifying officer. In addition, the contractor shall submit the following HUD forms or other appropriate forms, if applicable, with each periodical estimate for partial payment: form HUD-51002, Schedule of Change Orders; form HUD-51003, Schedule of Materials Stored; and form HUD-51004, Summary of Materials Stored.
- g. The PHA shall review each contractor request and shall approve the payment if the following conditions have been met (if the contractor requests payment for items that have not been acceptably completed, the PHA shall delete those items and adjust the payment accordingly):
  - 1. The contractor's request is consistent with the PHA-approved schedule of amounts for contract payments;
  - 2. The request does not include the amount to be retained by the PHA under the contract;
  - 3. The work covered by the payment has been performed in accordance with the construction documents;



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

- Delays and Time Extensions

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

- Construction Log

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

- Time Extension Criteria

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

- a. The contractor shall submit a written notice to the PHA within 10 calendar days of the start of any delay;
- b. The severity and extent of adverse weather could not have been reasonably foreseen by the contractor (normal seasonal



levels of rain, snow, cold or heat shall have been considered by the contractor); and

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

- Documentation

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

- a. Immediate consideration will be given to the contractor's request
- b. The actual delay in work is difficult to determine and consideration will be given to the contractor's request upon completion of work. PHA staff shall review records to ensure that the information provided by the contractor is accurate and complete. This will allow the Contracting Officer to determine the cause of the delay and the extent that it was within the contractor's control. It will also determine if the request meets the contract's criteria for approving or rejecting the request for a time extension. Two criterion for approval of time extension requests follow:
  1. The contractor's request, as documented by the PHA "finding of fact," meets the requirements stated in HUD 7460 paragraph 11.6.F.2 above, and
  2. The additional time requested by the contractor is reasonable based on the nature and duration of the delay.

- Completion of Work

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

- Notification

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

- Final Inspection



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

- Post-Inspection Meeting

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

- Documentation

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

- a. A certificate of occupancy issued by the responsible local agency for each building (where appropriate);
- b. One notarized original and two copies of the contractor's release, including certification that indicates;
- c. The work was completed in accordance with the construction documents, including contract modifications, except any minor items identified on the PHA's or its architect's proposed certificate of completion;
- d. The total amount due the contractor and a separately stated amount for each unsettled claim against the PHA;
- e. Documentation noting that the PHA is released of all claims, other than those stated in the contractor's release; and
  1. Wages paid to laborers or mechanics were consistent with the wage rate requirements of the contract and there are no outstanding claims for unpaid wages.
- f. Assignment of all guarantees and warranties to the PHA
- g. "Final" partial payment
- h. The PHA may accept part of a project for occupancy before contract settlement if the following conditions are met:
- i. The dwelling units to be accepted (except items approved for delayed completion) have been completed and are ready for occupancy;



- j. The general contractor agrees to early occupancy and completion of items approved for delayed completion;
- k. Early occupancy will not unduly inconvenience or represent a safety risk to tenants while the unfinished work is being completed;
- l. The PHA has obtained occupancy permits from the responsible local agency for each unit to be accepted; and
- m. The PHA has executed an occupancy agreement with the general contractor indicating that the PHA partially accepts specified work, provided that the contractor accepts the responsibility to complete the project by the established completion date.

- **Final Payment**

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

- **Construction Warranties**

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

- **Warranty Inspections**





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

- **Corrective Action**

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

- **Appeals and Remedies**

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

- **Bid Protests**

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

- **Contract Claims**



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

- **Contractor Inspection**

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

## 6.2 Administering Non-Construction Contracts

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

- **Post-award Conference**

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

- **Establishing a System for Receiving Supplies, Equipment, and Services**

- a. The PHA shall establish a system for ensuring that the items required by contract are delivered to an appropriate location where PHA personnel can make certain that receipt of supplies, materials, or equipment is properly handled and documented.
- b. The receiving report, either a standardized PHA document or one submitted by the contractor, shall contain, at a minimum, the following information: contract number, item number/description of the item, date of receipt, place received, receiving official (printed name, signature, date), date of inspection, inspection official (printed name, signature, date), whether the work/item was or was not accepted (and, if not



accepted, reasons for rejection), and accepting official (printed name, signature, date). The receiving, inspecting, and accepting official may, in certain circumstances, be the same individual, particularly under project-based management.

- **Monitoring and Inspecting Supplies and Services**

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

- **Enforcing Specifications and Timelines**

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

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

- **Nonconformance**

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

If any items or services are rejected, the contractor is subject to being declared in default unless it can provide conforming items or make a correction within the required delivery schedule/completion time. If the contractor is required to correct the defects, it would appear that the PHA



has elected to have them corrected; therefore, the PHA may not terminate the contract for default until the contractor has a reasonable opportunity to correct the defects. If the contractor does not correct the defects within the required timeframe, the PHA may accept the defective items or deficient services, but negotiate a commensurate reduction in price.

- **Labor Standards**

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

- a. **Posting Wage Rates**

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

- b. **Compliance Monitoring**

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

- **Control of Payments**

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

### 6.3 Contract Modifications

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

- Unilateral modification (a modification that is signed only by the Contracting Officer, such as a change order pursuant to the Changes clause on form HUD-5370, or administrative modification, such as a change in the address of the payment office), or
- Bilateral modification (such as a supplemental agreement in which both parties mutually agree on contract changes) that is signed by both the



Contracting Officer and the contractor. Bilateral modifications are the preferred method of modifying contracts and purchase orders.

- A change order is issued by the Contracting Officer after the award of a contract in any of the contract terms, including specifications, completion time, description of the work, etc., within the scope of the contract.
  - a. The Changes clauses are included in form HUD-5370 (for construction) and form HUD-5370-C (for non-construction contracts) and form HUD-5370-EZ (for small construction/development contracts).
  - b. A change order may be issued unilaterally by the Contracting Officer. In such cases, the contractor is entitled to submit a change order proposal to identify any changes in cost or schedules as a result of the change, and the parties negotiate an equitable adjustment.
  - c. Change orders may be issued bilaterally if the contractor agrees to the change in advance. When a change is mutually agreed upon, including price adjustment for concessions made by either party, a contract modification is prepared and signed by both parties to the original contract.
  - d. Change orders/modifications shall include at least the following: a detailed description of the proposed change in work, a reference to the applicable working drawings and specifications, when applicable, a price (credit, debit, or no change) for the change in contract work, estimate of additional time, if any, required to complete the work, the contractor's itemized breakdown of the cost of materials and labor and an itemized breakdown for any applicable subcontractors, and the change (indicated) on the architectural or engineering drawings, if applicable.
  - e. All change orders must be submitted to the Procurement Manager prior to final approval by the Executive Director.
- Limitations on Change Orders

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



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

- HUD Approval of Modifications.

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

- Contract Claims

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

- Filing Claims

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

- a. The contractor must submit the claim to the PHA's Contracting Officer in writing within the timeframe specified in the contract documents.
- b. The claim must identify the nature and scope of the claim, including extra costs or time sought by the contractor.

- Rendering Decisions on Claims

The Contracting Officer shall review the facts pertinent to the claim and secure any necessary assistance from legal, technical, or other advisors



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

- a. A description of the claim;
  - b. A reference to the pertinent contract clauses;
  - c. A statement of the factual areas of agreement or disagreement;
  - d. A statement of the Contracting Officer's decision with support rationale; and
  - e. A statement referencing appeal rights.
- The Contracting Officer shall immediately furnish a copy of the decision to the contractor by certified mail, with return receipt requested.
  - Records of Claims

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

#### 6.4 Contract Terminations

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

- Termination Notice

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

- a. The contract is being terminated for default or for the convenience of the PHA under the cited contract clause authorizing the termination;
- b. Whether the contract is terminated in whole or in part (for partial terminations, identify the specific items being terminated);



- c. If terminated for default, the acts or omissions constituting the default, the Contracting Officer's determination that failure to perform is not excusable, the PHA's rights to charge excess costs of re-procurement to the contractor, and the contractor's appeal rights;
- d. The effective date of termination;
- e. The contractor's right to proceed under the non-terminated portion of the contract;
- f. Any special instructions; and
- g. Copies of the notice shall be sent to the contractor's surety, if any, as well as assignee.

- Termination for Convenience

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

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

- b. Compensation

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

- Termination for Default





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

a. Notice

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

b. Alternatives to Termination

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

c. Repurchase

When the supplies, services, or construction activities are still required after termination, the Contracting Officer shall seek to contract for the same or similar items as soon as possible. The Contracting Officer may use any appropriate contracting method for the procurement (sealed bids or competitive or noncompetitive proposals, as appropriate), provided



competition is solicited to the maximum extent practicable to secure the lowest price obtainable under the circumstances in order to mitigate damages.

## 6.5 Mandatory Contract Clauses

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

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

## 6.6 Contract Procedure - Acceptable Methods of Incorporation

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

- Attach the HUD form(s), and/or wage decisions, as printed.



- Incorporate the clauses/text of the applicable HUD form and wage decision into other documents (e.g., into SNRHA's own forms) that are bound/attached to the contract (and bid specifications, if applicable) or incorporated by reference.
- Incorporate the clauses or HUD forms and/or any applicable Davis-Bacon or HUD wage decision by reference. The reference must be specific as to the exact clauses or form(s) that are incorporated, and where the clauses or forms(s) may be accessed or obtained (e.g., HUD Clips, SNRHA web site). A Davis-Bacon Wage Decision (applicable to construction and or development work) may be incorporated by reference to [www.wdol.gov](http://www.wdol.gov) and to the specific number, modification number, and date of the wage decision. HUD wage decisions (applicable to maintenance work) are not available at HUD's web site; however, SNRHA may post any applicable HUD wage decision to its own web site and reference that site. SNRHA must provide hard-copies of any referenced clauses, forms, and/or wage decisions on request.

#### 6.7 Prohibited Clauses for Contracts Procured with a HUD Grant

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

- Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations on the same or other related federally funded construction project; or
- Otherwise discriminate against bidders, offerors, contractors, or subcontractors, for becoming or refusing to become or remain signatories, or otherwise adhere to agreements with one or more labor organizations, on the same or other related federally funded construction project.
- HUD may exempt a particular construction project or contract from these requirements in special circumstances as specified in 24 C.F.R. § 5.108. Contractors and subcontractors are not prohibited from voluntarily entering into project labor agreements.

#### 6.8 Protest Procedures

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

- To be eligible to file a protest with the PHA pertaining to an award of contract, including small purchase, competitive proposal, or sealed bid the company or individual filing the protest must have been involved in the bid process in some manner (i.e. registered and received the



solicitation documents) when the alleged situation occurred. The SNRHA has no obligation to consider a protest filed by any party that does not meet these criteria.

- A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the Contracting Officer or his designate(s) have made a determination on the protest and awards the contracts.
- Neither the BOC, Contracting Officer nor its authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the person files the protest pursuant to this section.
- The Contracting Officer shall review the written protest and supportive data, within 10 days after receipt of the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestant of the right of further administrative review. A copy of this written opinion and decision shall be placed on file.
- Protest Procedures
  - a. A protest shall be in writing, and must include:
    1. A bond;
    2. The name, address, and phone number(s) of the protestor;
    3. The solicitation /contract number and project title;
    4. A detailed statement of the basis for the protest;
    5. Supporting evidence or documents to substantiate any arguments;
    6. The form of relief or remedy requested; and
    7. All protests shall be submitted to the Contracting Officer or his/her designee.
    8. The written protest of an award of contract must be received within ten (10) calendar days after bid result notification of the contract award has been sent to the protestor, or the protest will not be considered.
    9. All written protest received by SNRHA must be signed and date/time stamped upon receipt of the written protest.



## 6.9 Bond Requirement for Protest

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

- **Bond/Security**

A bond with a good and solvent surety authorized to do business in this State of Nevada, or submit other security, defined as a cashier's check, money order or certified check, endorsed to the Southern Nevada Regional Housing Authority. The bond or surety must be in an amount equal to 25% of the total value of the bid; and

A bond posted or other security must be submitted with the protest. SNRHA shall hold the bond or other security until a determination is made on the protest.

## 6.10 Receipt of Protest

Upon timely receipt of the protest, the Contracting Officer or designee shall review the protest and issue a written decision on the matter within a reasonable time. If the protest is denied, the written decision shall be a final decision, unless an appeal hearing is requested.

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

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

## 6.11 Response to Protest

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



## 6.12 Denials of Protest

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

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

## 6.13 Protest – Appeal Hearing

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

- Appeal Hearing Procedures

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

- a. The request for an appeal hearing must contain the specific reasons for the appeal and all supporting data for those reasons.
- b. After review of the request is submitted, it shall be within the administrative powers of the contracting officer to grant or deny any request for administrative appeal.
- c. After a complete review of the alleged aggrieved protestant's written request and supporting data, if the Executive Director decides that the request does not merit further consideration, he/she shall render his/her decision in writing to the alleged aggrieved protestant. A decision rendered under this paragraph shall be made within 10 days after the receipt of the alleged aggrieved protestant's request for an administrative hearing. This decision shall be final without further administrative recourse.
- d. After a complete review of the protest and findings, if the Contracting Officer decides that the request merits further



consideration, he/she shall forward the protestant's written request, along with a cover letter explaining why it merits further consideration and with a recap of all proposals submitted and a copy of the original written protest, to the SNRHA Legal Counsel for consideration. The SNRHA Legal Counsel shall issue a decision to the protestor, in writing, within 10 days of his/her receipt of such documents.

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

## **7.0 ETHICS IN PUBLIC CONTRACTING**

### **7.1 General**

SNRHA shall adhere to the following code of conduct.

### **7.2 Conflict of Interest**

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

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

### **7.3 Gratuities, Kickbacks, and Use of Confidential Information**

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

### **7.4 Prohibition Against Contingent Fees**

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



## 7.5 Use of Confidential Information

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

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

## 7.6 Prohibition Against Contingent Fees

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

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

## 7.7 Sanctions

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

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





## 7.8 Recovery and Confiscation

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

## 8.0 AUDIT PROCEDURES

### 8.1 File Reviews

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

## 9.0 MBE – WBE – DBE BUSINESS CONCERNS

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

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

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

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

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

### 9.1 Preference Points

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

Note: Companies must provide the required diversity information required in order to receive preference points.



9.2 Qualification and Documentation Required

- Bidder Diversity Participation

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

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

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

10.0 CAPITAL FUND STIMULUS GRANT PROCUREMENT POLICY

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

This Capital Fund Stimulus Grant Procurement Policy (the “Procurement policy” or “policy”) is established for the SNRHA, by action of the SNRHA Board of Commissioners (the “Board”) on March 18, 2010. This Procurement policy complies with HUD’s Annual Contribution Contract (“ACC”), HUD Handbook 7460.8 (REV-2), “Procurement Handbook for Public Housing Agencies,” the procurement standards of 24 CFR 85.36, the American Recovery and Reinvestment Act of 2009 (“the Recovery Act”) and in accordance with the U.S. Department of Housing and Urban Development PIH Notice 2009-12. Generally, in the case of any discrepancy between any requirements contained in any of the above, SNRHA shall comply with the “most stringent” requirement.



- **Capital Fund Stimulus Grant Projects Procurement:** The following procurement requirements shall be followed:
  - a. **Priorities:** SNRHA shall give priority to Capital Fund Stimulus Grant projects that can award contracts based on bids within 120 days from Grant Allocation Date.
  - b. **State and Local:** Any requirements relating to the procurement of goods and services arising under state and local laws and regulations shall not apply to Capital Fund Stimulus Grants. SNRHA shall follow the Part 85 requirements; and
  - c. **Part 85 Compliance:** SNRHA shall amend their procurement standards and policies as necessary in order to expedite and facilitate the use of the funds. This amended policy can be used only for procurements related to Capital Fund Stimulus Grants. This must be done in writing and consistent with SNRHA policies and procedures (such as Board Approval) and labeled as Capital Fund.
  
- **Stimulus Grant Procurement Policy**

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

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

## 10.2 General Provisions

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



### 10.3 Application

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

### 10.4 State and Local

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

### 10.5 Public Access to Procurement Information

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

### 10.6 Funding Sources

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



#### 10.7 ARRA Verses Federal and/or Non-Federal Funding

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

#### 10.8 List of SNRHA Funds

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

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

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

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

Surveys, appraisals, environmental site assessments, and financing analyses are considered Consultant services and are governed by this policy).
- Funds received from insurance claims
- Loan transactions and documents
- Employment contracts
- Limited partnership agreements
- The operation of the Section 8 Housing Choice Voucher Program, which is exempted from 24 CFR 85.36
  - a. Procurement activities within the voucher program, therefore, are governed by applicable state and local law. To the extent that SNRHA utilizes procurement practices for its voucher program that are different from those required under 24 CFR 85.36, SNRHA will conduct those procurements in compliance with its Non-Federal Procurement Policy.



#### 10.10 Policy NOT All-Inclusive

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

#### 10.11 Application of New Law

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

### 11.0 DOCUMENT CONTROL PROCEDURE

#### 11.1 Scope

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

#### 11.2 Purpose

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

#### 11.3 Responsibility & Authority

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

#### 11.4 Procedure

All controlled documents shall contain the following

- A title describing the document
- A unique reference number
- A revision number



- An approved date

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

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

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

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

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

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

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

#### 11.5 Document Control and Revisions

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

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

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

#### 11.6 Denied Revisions

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



justify the denial of a suggested revision that does not violate a policy, regulation, or law – but would result in the ineffectiveness of a procedure.

#### 11.7 Role of Procurement Manager

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

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

#### 11.8 Role of Staff

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

#### 11.9 Document Numbering

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

#### 11.10 Document Retention

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

#### 11.11 References and Key Documents

HUD, Configuration Management Plan

HUD, Quality Assurance Plan

ISO 9001, Document Control Procedures





## 12.0 GLOSSARY

### 12.1 Procurement Terms

#### American Recovery and Reinvestment Act (ARRA)

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

#### Acquisition Plan

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

#### Business Planning

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

#### Business Concern

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

#### Buy American

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

#### Change Orders (CO)

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

#### Commodities

Tools, parts, or equipment



## Competitive Proposal

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

## Competitive Range

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

## Contract Pricing Arrangements

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

## Contracting Officer

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

## Cost-Reimbursement Contract

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

## Delegated Purchase Authority

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

## Delivery Order (DO)

Commodity based order placed against an existing contract.



### Emergency Purchase

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

### Facilitator

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

### Firm Fixed Price Contract

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

### Force Account

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

### Independent Cost Estimate ("ICE")

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

### Intergovernmental or Interagency Agreement

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

### Invitation for Bids ("IFB")

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

### Labor Surplus Area Business

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



### Micro Purchases

Micro Purchases are purchases under \$2,000.

### Minority Business Enterprise

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

### Negotiation

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

### Noncompetitive Proposals

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

### Non-Federal funding

Funding sources which are not from the federal government

### Procurement

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

### Proposal

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

### Protest

Disagreements over the award of an SNRHA contract that may arise between the PHA and an offeror. Usually, the protestor asserts that he/she shall have received the contract award and alleges that the PHA did not conduct the competition appropriately. (Note: While protests are commonly referred to as "bid protests," any type of contract



award, including small purchase, competitive proposal, or sealed bid, may be protested by an unsuccessful offeror.) Refer to Section 6.8

#### Purchase Orders (PO)

Unilateral contract placed for a commodities or services.

#### Qualification Based Selection ("QBS")

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

#### Request for Proposals ("RFP")

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

#### Requisition

The document used to initiate a purchase.

#### Resident Hiring Scale for Section 3 Residents Training and Employment Opportunities

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

#### Responsible Bidder

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

#### Responsive Bid



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

### Scope of Work (SOW)

The document used to define your purchase

### Sealed Bidding

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

### Section 3 Business

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

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

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

HUD Youthbuild Program in Clark County; or

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

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

### Section 3 Resident

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

### Small Business

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

### Small Purchase Limit



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

### Solicitation

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

### Statement of Work (SOW)

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

### Specification

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

### Termination for Cause

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

### Termination for Convenience

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

### Vendor

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

### Women's Business Enterprise

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

### Task Orders (TO)

Service based order placed against existing valid contract



### Pay App (PA)

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





# APPENDICES



# Appendix A

# Acquisition Plan



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

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

Turnaround Days Total      95



# Appendix B

# Ratification Request



**Ratification Process**

Requesting Department

Requesting Department	Date of Request	Name/Title
Phone No.	Invoice No.	Vendor Name
Date of Purchase	Date of Invoice	Total Amount of Purchase

Description of Items or Services Purchased

Was this a sole source?                      Yes                      No                      Existing Contract                      Yes                      No

What approvals were obtained? (Please Provide Documentation)

Was adequate funding available in your budget?

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

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

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

Requestor

Approving Manager

Name	Date	Name	Date
------	------	------	------



Ratification Process Page 2 - Procurement Department

Date of Receipt	Buyer Assigned	Ratification No.	Market Survey Date
\$ _____			

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

Recommend Approval	Yes	No	Recommend Disapproval	Yes	No
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Buyer's Rationale: See attached Determination & Findings Memorandum

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Buyer		Procurement Manager	
_____	_____	_____	_____
Name	Date	Name	Date
Deputy Executive Director		Executive Director	
_____	_____	_____	_____
Name	Date	Name	Date



# Appendix C

## Wells Fargo Purchasing Card



MCC Template

Custom 1	MCC	Title
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Contract Services

- X      0742    Veterinary Services
- 0763    Agricultural Cooperatives
- 0780    Horticultural and Landscaping Services
- 1520    General Contractors Residential and Commercial
- 1711    Air Conditioning Heating Plumbing Contractors
- 1731    Electrical Contractors
- 1740    Insulation Masonry Plastering Stonework Tile
- 1750    Carpentry
- 1761    Roofing and Siding Sheet Metal Work
- 1771    Contractors Concrete Work
- 1799    Contractors Special Trade Not Elsewhere Class

Business Services





MCC Template

2741 Miscellaneous Publishing and Printing

2791 Typesetting Plate Making and Related Services

2842 Specialty Cleaning Polishing

Airlines

3000 United Airlines

3001 American Airlines

X 3002 Pan American

X 3003 Eurofly

3004 Trans World Airlines

X 3005 British Airways

X 3006 Japan Air Lines

X 3007 Air France

X 3008 Lufthansa

X 3009 Air Canada

X 3010 Royal Dutch Airlines



MCC Template

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



MCC Template

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



MCC Template

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



MCC Template

- X        3056    Quebecaire
  
- X        3057    East-West Airlines (Australia)
  
- 3058    Delta
  
- X        3059    DBA Airlines
  
- 3060    Northwest Airlines
  
- 3061    Continental
  
- X        3062    Hapag Lloyd Express
  
- X        3063    U.S. Air
  
- X        3064    Adria Airways
  
- X        3065    Air Inter
  
- 3066    Southwest Airlines
  
- 3067    Vanguard Airlines
  
- X        3068    Airastana
  
- X        3069    AirEurope
  
- X        3071    Air British Columbia



MCC Template

- X        3072   CEBU Pacific Airlines CEBU PAC
  
- X        3075   Singapore Airlines
  
- X        3076   Aeromexico
  
- X        3077   Thai Airways
  
- X        3078   China Airlines
  
- X        3079   Jetstar Airways- Jetstar
  
- X        3081   Nordair
  
- X        3082   Korean Airlines
  
- X        3083   Air Afrique
  
- X        3084   Eva Airways
  
- 3085   Midwest Express Airlines
  
- 3086   Carnival Airlines
  
- 3087   Metro Airlines
  
- X        3088   Croatia Air
  
- X        3089   Transaero



MCC Template

- X        3090    UNI Airways
  
- 3092    Midway Airlines
  
- X        3094    Zambia Airways
  
- X        3096    Air Zimbabwe
  
- X        3097    Spanair
  
- X        3098    Asiana Airlines
  
- X        3099    Cathay Pacific
  
- X        3100    Malaysian Airline System
  
- X        3102    Iberia
  
- X        3103    Garuda (Indonesia)
  
- X        3106    Braathens S.A.F.E. (Norway)
  
- X        3110    Wings Airways
  
- X        3111    British Midland
  
- X        3112    Windward Island
  
- X        3115    Power Air



MCC Template

- X        3117    Venezolana International de Aviacion
  
- X        3118    Valley Airlines
  
- X        3125    Tan Airlines
  
- X        3126    Talair
  
- X        3127    Taca International
  
- X        3129    Surinam Airways
  
- 3130    Sunworld International Airways
  
- X        3131    VLM Airlines
  
- 3132    Frontier / Sunbird Airlines
  
- 3133    Sunbelt Airlines
  
- X        3135    Sudan Airways
  
- X        3136    Qatar Airways
  
- X        3137    Singleton Air
  
- X        3138    Simmons Airlines
  
- 3143    Scenic Airlines





MCC Template

- X        3144    Virgin Atlantic
- X        3145    San Juan Airlines
- X        3146    Luxair
- X        3148    Air Littoral
- X        3151    Air Zaire
- X        3154    Princeville
- X        3156    Go Fly Ltd
- X        3159    Provincetown-Boston Airways
- X        3161    All Nippon Airways
- X        3164    Norontair
- X        3165    New York Helicopter
- X        3167    Aero Continente
- X        3170    Mount Cook
- X        3171    Canadian Airlines
- X        3172    Nation Air



MCC Template

- 3174 Jetblue
- 3175 Middle East Air
- 3176 Metroflight Airlines
- X 3177 AirTran Airways
- X 3178 Mesa Air
- X 3180 Westjet Airlines
- X 3181 Malev Hungarian Airlines
- X 3182 LOT - Polish Airlines
- X 3183 Oman Aviation Services
- X 3184 LIAT
- X 3185 LAV Linea Aeropostal Venezolana
- X 3186 LAP Lineas Aereas Paraguayas
- X 3187 LACSA (Costa Rica)
- X 3188 Virgin Express
- X 3190 Jugoslav Air



MCC Template

- X        3191    Island Airlines
- X        3192    Iran Air
- X        3193    Indian Airlines
- X        3196    Hawaiian Air
- X        3197    Havasu Airlines
- X        3200    Guyana Airways
- X        3203    Golden Pacific Air
- X        3204    Freedom Airlines
- X        3206    China Eastern Airlines
- X        3211    Norwegian Air Shuttle
- X        3212    Dominicana de Aviacion
- X        3213    Malmo Aviation
- X        3215    Dan Air Services
- X        3216    Cumberland Airlines
- X        3217    CSA Ceskoslovenske Aerolinie



MCC Template

- X        3218    Crown Air
- X        3219    Compania Panamena de Aviacion (Copa)
- X        3220    Compania Faucett
- X        3221    Transportes Aeros Militares Ecuatorianos
- X        3222    Command Airways
- X        3223    Comair
- X        3226    Skyways
- X        3228    Cayman Airways
- X        3229    SAETA(Sociedad Ecuatorianas De Transportes Aereo)
- X        3231    SAHSA (Servicio Aero de Honduras)
- X        3233    Capital Air
- X        3234    BWIA International
- X        3235    Brockway Air
- X        3236    Air Arabia Airline
- X        3238    Bemidji Airlines



MCC Template

- X        3239   Bar Harbor Airlines
  
- X        3240   Bahamasair
  
- X        3241   Aviateca (Guatemala)
  
- X        3242   Avenza
  
- X        3243   Austrian Air Service
  
- X        3245   EasyJet
  
- X        3246   Ryanair
  
- X        3247   Gol Airlines---GOL
  
- X        3248   Tam Airlines---TAM
  
- 3251   Aloha Airlines
  
- X        3252   ALM Antilean Airlines
  
- 3253   America West
  
- 3254   US Air Shuttle
  
- 3256   Alaska Airlines Inc.
  
- 3259   American Trans Air



MCC Template

- 3260 Spirit Airlines—SPIRIT
- X 3261 Air China
- 3262 Reno Air Inc.
- X 3263 Aero Servicio Carabobo
- X 3266 Air Seychelles
- X 3267 Air Panama International
- X 3280 Air Jamaica
- X 3282 Air Djibouti
- X 3284 Aero Virgin Islands
- X 3285 Aero Peru
- X 3286 Aero. Nicaraguenses
- X 3287 Aero Coach Aviation
- X 3292 Cyprus Airways
- X 3293 Ecuatoriana
- X 3294 Ethiopian Airlines



MCC Template

- X        3295   Kenya Airways
- X        3296   Air Berlin
- X        3297   Tarom Romanian Air Transport
- X        3298   Air Mauritius
- X        3299   Wideroes Flyveselskap

Automobile Rental

- 3351   Affiliated Auto Rental
- 3352   American International
- 3353   Brooks Rent A Car
- 3354   Action Auto Rental
- 3355   SIXT Car Rental
- 3357   Hertz Corporation
- 3359   Payless Car Rental
- 3360   Snappy Car Rental
- 3361   Airways Rent-A-Car



MCC Template

- 3362 Altra Auto Rental
- 3364 Agency Rent-A-Car
- 3366 Budget Rent-A-Car
- 3368 Holiday Rent-A-Car
- 3370 Rent A Wreck
- 3374 Accent Rent-A-Car
- 3376 Ajax Rent-A-Car
- 3380 Triangle Rent-A-Car
- 3381 Europ Car
- 3385 Tropical Rent-A-Car
- 3386 Showcase Rental Cars
- 3387 Alamo Rent-A-Car
- 3388 Merchants Rent A Car
- 3389 Avis Rent A Car
- 3390 Dollar Rent A Car





MCC Template

- 3391 Europe By Car
- 3393 National Car Rental
- 3394 Kemwell Group Rent-A-Car
- 3395 Thrifty Car Rental
- 3396 Tilden Rent-A-Car
- 3398 Econo Car Rent-A-Car
- 3399 Amerex Rent-A-Car
- 3400 Auto Host Car Rental
- 3405 Enterprise Rent-A-Car
- 3409 General Rent-A-Car
- 3411 Atlanta Rent-A-Car
- 3412 A1 Rent-A-Car
- 3414 Godfrey National Rent-A-Car
- 3419 Alpha Rent-A-Car
- 3420 ANSA International



MCC Template

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



MCC Template

- 3439 Milleville Rent-A-Car
- 3440 Via Route
- 3441 Advantage Rent A Car

Hotels

- 3501 Holiday Inns
- 3502 Best Western Hotels
- 3503 Sheraton Hotels
- 3504 Hilton Hotels
- 3505 Forte Hotels
- 3506 Golden Tulip Hotels
- 3507 Friendship Inns
- 3508 Quality Inns
- 3509 Marriott Hotels
- 3510 Days Inns
- 3511 Arabella Hotels



MCC Template

- 3512 Intercontinental Hotels
- 3513 Westin Hotels
- 3514 Amerisuites
- 3515 Rodeway Inns
- 3516 La Quinta Motor Inns
- 3517 Americana Hotels
- 3518 Sol Hotels
- 3519 Pullman International Hotels
- 3520 Meridien Hotels
- 3521 Royal Lahaina Resort
- 3522 Tokyo Hotel
- 3523 Peninsula Hotels
- 3524 WelcomGroup Hotels
- 3525 Dunfey Hotels
- 3526 Prince Hotels



MCC Template

- 3527 Downtowner Passport
- 3528 Red Lion Inns
- 3529 CP (Canadian Pacific) Hotels
- 3530 Stouffer Hotels
- 3531 Kauai Coconut Beach Resort
- 3532 Royal Kona Resort
- 3533 Hotel Ibis
- 3534 Southern Pacific Hotels
- 3535 Hilton International
- 3536 AMFAC Hotels
- 3537 ANA Hotels
- 3538 Concorde Hotels
- 3539 Summerfield Suite Hotel
- 3540 Iberotel Hotels
- 3541 Hotel Okura



MCC Template

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



MCC Template

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



MCC Template

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





MCC Template

- 3587 Doral Hotels
- 3588 Helmsley Hotels
- 3589 Doral Golf Resort
- 3590 Fairmont Hotels
- 3591 Sonesta Hotels
- 3592 Omni Hotels
- 3593 Cunard Hotels
- 3594 Arizona Biltmore
- 3595 Hospitality Inns
- 3596 Wynn Las Vegas
- 3597 Riverside Resort and Casino
- 3598 Regent International Hotel
- 3599 Pannonia Hotels
- 3600 Saddlebrook Resort- Tampa
- 3601 Trade Winds Resorts



MCC Template

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



MCC Template

- 3617 America's Best Value
- 3618 Great Wolf
- 3619 Aloft
- 3620 Binion's Horseshoe Club
- 3621 Extended Stays
- 3622 Merlin Hotel Group
- 3623 Dorint Hotels
- 3624 Lady Luck Hotel and Casino
- 3625 Hotel Universale
- 3626 Studio Plus
- 3627 Extended Stay America
- 3628 Excalibur Hotel and Casino
- 3629 Dan Hotels
- 3630 Extended Stay Delux
- 3631 Sleep Inns



MCC Template

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



MCC Template

- 3647 Husa Hotels
- 3648 De Vera Hotels
- 3649 Radisson Hotels
- 3650 Red Roof Inns
- 3651 Imperial London Hotels
- 3652 Embassy Hotels
- 3653 Penta Hotels
- 3654 Loews Hotels
- 3655 Scandic Hotels
- 3656 Sara Hotels
- 3657 Oberoi Hotels
- 3658 New Otani Hotels
- 3659 Taj Hotels International
- 3660 Knights Inn
- 3661 Metropole Hotels



MCC Template

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



MCC Template

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



MCC Template

- 3692 Doubletree Hotels
- 3693 Drury Inn
- 3694 Economy Inns of America
- 3695 Embassy Suites
- 3696 Excel Inn
- 3697 Fairfield Hotels
- 3698 Harley Hotels
- 3699 Midway Motor Lodge
- 3700 Motel 6
- 3701 Guest Quarters
- 3702 The Registry Hotels
- 3703 Residence Inn
- 3704 Royce Hotels
- 3705 Sandman Inn
- 3706 Shilo Inn





MCC Template

- 3707 Shoney's Inn
- 3708 Virgin River Hotel and Casino
- 3709 Super 8 Motels
- 3710 The Ritz Carlton Hotels
- 3711 Flag Inns (Australia)
- 3712 Buffalo Bills Hotel and Casino
- 3713 Quality Pacific Hotel
- 3714 Four Seasons (Australia) Hotels
- 3715 Fairfield Inn
- 3716 Carlton Hotels
- 3717 City Lodge Hotels
- 3718 Karos Hotels
- 3719 Protea Hotels
- 3720 Southern Sun Hotels
- 3721 Conrad Hotels



MCC Template

- 3722 Wyndham Hotel and Resorts
- 3723 Rica Hotels
- 3724 Inter Nor Hotels
- 3725 Seapines Plantation
- 3726 Rio Suites
- 3727 Broadmoor Hotel
- 3728 Bally's Hotel and Casino
- 3729 John Ascuaga's Nugget
- 3730 MGM Grand Hotel
- 3731 Harrah's Hotels and Casinos
- 3732 Opryland Hotel
- 3733 Boca Raton Resort
- 3734 Harvey Bristol Hotels
- 3735 Masters Economy Inns
- 3736 Colorado Bell Edgewater Resort



### MCC Template

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



MCC Template

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



MCC Template

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



MCC Template

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



MCC Template

- 3797 Atlantic City Hilton
- 3798 Embassy Vacation Resort
- 3799 Hale Koa Hotel
- 3800 All Remaining Hotels
- 3801 Wilderness Hotel and Golf Resort
- 3802 The Palace Hotel
- 3803 The Wigwam Golf Resort and Spa
- 3804 The Diplomat Country Club and Spa
- 3805 The Atlantic
- 3806 Princeville Resort
- 3807 Element
- 3808 LXR(Luxury Resorts)
- 3809 Settle Inn
- 3810 La Costa Resort
- 3811 Premier Travel



MCC Template

- 3812 Hyatt Place
- 3813 Hotel Indigo
- 3814 The Roosevelt Hotel NY
- 3815 Holiday Inn Nickelodeon
- 3817 Affinia
- 3818 Mainstay Suites
- 3819 Oxford Suites
- 3820 Jumeirah Essex House
- 3821 Caribe Royale
- 3822 Crossland
- 3823 Grand Sierra Resort
- 3824 Aria
- 3825 Vdara
- 3826 Autograph
- 3827 Galt House





MCC Template

Transportation Conveyer

- 4011 Railroads
- 4111 Transportation Commuter Passenger
- 4112 Passenger Railways
- 4119 Ambulance Services
- 4121 Limousines and Taxicabs
- 4131 Bus Lines
- 4214 Motor Freight Carriers Trucking
- 4215 Courier Services Air & Ground Freight Forwarders
- 4225 Public Warehousing
- X 4411 Cruise Lines
- X 4457 Boat Leases and Boat Rentals
- 4468 Marinas Marine Service/Supplies
- 4511 Air Carriers Airlines
- 4582 Airports Airport Terminals Flying Fields



MCC Template

- 4722 Travel Agencies and Tour Operatins
- 4723 TUI Travel Germany
- 4761 Travel Services/Mail/Phone
- 4784 Bridge and Road Fees Tolls
- 4789 Transportation Services Not Elsewhere Classified

Utility

- 4812 Telecommunication Equipment
- 4813 Key Entered Telecom Merchant
- 4814 Telecommunication Service
- 4815 MasterPhone Telephone Service
- 4816 Computer Network/Information Services
- X 4821 Telegraph Services
- X 4829 Wire Transfer Money Orders (WTMOs)
- 4899 Cable and other Pay Television Services
- 4900 Utilities Electric Gas Sanitary Water



MCC Template

Automobiles and Vehicles

5013 Motor Vehicle Supplies and New Parts

Miscellaneous

5021 Office and Commercial Furniture

5039 Construction materials not elsewhere classified

5044 Office Photographic Photocopy

5045 Computers Computer Peripheral Equipment Software

5046 Commercial not elsewhere classified

X 5047 Dental/Laboratory/Medical/Ophthalmic

5051 Metal Service Centers and Offices

5065 Electrical Parts and Equipment

5072 Hardware Equipment and Supplies

5074 Plumbing and Heating Equipment

5085 Industrial Supplies not elsewhere classified

X 5094 Precious Stones and Metals Watches and Jewelry



### MCC Template

- 5099 Durable Goods not elsewhere classified
- 5111 Stationery Office Supplies Printing
- 5122 Drugs Drug Proprietaries and Druggists Sundries
- 5131 Piece Goods Notions and Other Dry Goods
- 5137 Men's Women's and Children's Uniforms
- 5139 Commercial Footwear
- 5169 Chemicals and Allied Products
- 5172 Petroleum and Petroleum Products
- 5192 Books Periodicals and Newspapers
- 5193 Florists Supplies Nursery Stock and Flowers
- 5198 Paints Varnishes and Supplies
- 5199 Nondurable Goods not elsewhere classified

### Type of Retail Store

- 5200 Home Supply Warehouse
- 5211 Building Materials Lumber Stores



MCC Template

- 5231 Glass Paint Wallpaper Stores
- 5251 Hardware Stores
- 5261 Lawn and Garden Supply Stores
- X 5271 Mobile Home Dealers
- 5299 Warehouse Club Gas
- 5300 Wholesale Clubs
- 5309 Duty Free Stores
- 5310 Discount Stores
- 5311 Department Stores
- 5331 Variety Stores
- 5399 Miscellaneous General Merchandise
- 5411 Grocery Stores Supermarkets
- X 5422 Freezer Locker Meat Provisioners
- X 5441 Candy Nut Confectionery Stores
- X 5451 Dairy Products Stores



MCC Template

5462 Bakeries

5499 Miscellaneous Food Stores

Automobiles and Vehicles

5511 Automobile and Truck Dealers

5521 Automobile and Truck Dealers(Used Only)Sales

5531 Auto Store Home Supply Stores

5532 Automotive Tire Stores

5533 Automotive Parts Accessories Stores

5541 Service Stations (with or without Ancillary Services)

5542 Fuel Dispenser Automated

X 5551 Boat Dealers

X 5561 Camper Dealers Recreational and Utility Trailers

X 5571 Motorcycle Shops and Dealers

X 5592 Motor Home Dealers

X 5598 Snowmobile Dealers



MCC Template

5599 Miscellaneous Automotive Aircraft and Farm Equip

Clothing Services

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

5621 Women's Ready to Wear Stores

5631 Women's Accessory and Specialty Stores

X 5641 Children's and Infants' Wear Stores

5651 Family Clothing Stores

5655 Sports Apparel Riding Apparel Stores

5661 Shoe Stores

X 5681 Furriers and Fur Shops

5691 Men's and Women's Clothing Stores

X 5697 Alterations Mending Seamstresses Tailors

X 5698 Wig and Toupee Shops

5699 Accessory and Apparel Stores Miscellaneous

Miscellaneous Store



MCC Template

- 5712 Equipment Furniture and Home Furnishings Stores
- 5713 Floor Covering Stores
- 5714 Drapery Upholstery and Window Coverings Stores
- 5718 Fireplace Fireplace Screens Accessories Stores
- 5719 Miscellaneous House Furnishing Specialty Shops
- 5722 Household Appliance Stores
- 5732 Electronics Sales
- 5733 Music Stores
- 5734 Computer Software Stores
- X 5735 Record Shops
- 5811 Caterers
- 5812 Eating Places Restaurants
- X 5813 Bars Cocktail Lounges Discotheques etc.
- 5814 Quick Payment Service Fast-Food Restaurants
- X 5912 Drug Stores Pharmacies





MCC Template

- X        5921    Package Stores Beer Wine Liquor
  
- X        5931    Second Hand Stores Used Merchandise Stores
  
- X        5932    Antique Shops - Sales Repairs and Restoration
  
- X        5933    Pawn Shops
  
- X        5935    Wrecking Yards
  
- X        5937    Antique Reproduction Stores
  
- X        5940    Bicycle Shops Sales and Service
  
- X        5941    Sporting Goods Stores
  
- X        5942    Book Stores
  
- X        5943    Office School Supply and Stationery Stores
  
- X        5944    Clock Jewelry Watch and Silverware Store
  
- X        5945    Game Toy and Hobby Shops
  
- X        5946    Camera and Photographic Supply Stores
  
- X        5947    Card Gift Novelty and Souvenir Shops
  
- X        5948    Leather Goods and Luggage Stores



MCC Template

- X 5949 Fabric Needlework Piece Goods and Sewing Stores
- X 5950 Crystal and Glassware Stores
- X 5960 Direct Marketing - Insurance Services
- X 5961 Mail Orders
- X 5962 Telemarketing - Travel - Related Arrangement Services
- X 5963 Door-to-door Sales
- 5964 Direct Marketing - Catalog Merchants
- X 5965 Direct Marketing - Combination Catalog and Retail
- X 5966 Telemarketing Merchants - Outbound Telemarketing
- X 5967 Direct Marketing - Inbound Teleservices Merchants
- X 5968 Direct Marketing Continuity/Subscription Merchants
- X 5969 Direct Marketing - Other Direct Marketers (Not Elsewhere Classified)
- X 5970 Artist Supply Stores Craft Shops
- X 5971 Art Dealers and Galleries
- X 5972 Stamp and Coin Stores Philatelic and Numismatic



MCC Template

- X        5973    Religious Goods Stores
  
- 5974    Rubber Stamp Stores
  
- X        5975    Hearing Aids Sales Service Supply Stores
  
- X        5976    Orthopedic Goods Artificial Limb Stores
  
- X        5977    Cosmetic Stores
  
- 5978    Typewriter Stores Rentals Sales Service
  
- X        5983    Fuel Dealers Coal Fuel Oil Liquefied Petroleum
  
- X        5992    Florists
  
- X        5993    Cigar Stores and Stands
  
- X        5994    News Dealers and Newsstands
  
- X        5995    Pet Shops Pet Food and Supplies
  
- X        5996    Swimming Pools Sales and Supplies
  
- X        5997    Electric Razor Stores Sales and Service
  
- X        5998    Tent and Awning Shops
  
- 5999    Miscellaneous and Specialty Retail Stores



MCC Template

Service Provider

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



MCC Template

- 6533 Payment Transaction--Merchant
- X 6534 Quasi Cash - Member Financial Institution
- 6535 Value Purchase Financial Institution
- X 6536 MasterCard MoneySend Intracountry
- X 6537 MasterCard MoneySend Intercountry
- X 6538 MasterCard MoneySend Funding
- 6760 Savings Bonds

Hotels

- 7011 Lodging Hotels Motels Resorts

Service Provider

- X 7012 Timeshares
- 7032 Recreational and Sporting Camps
- X 7033 Campgrounds and Trailer Parks

Personal Service Provider

- X 7210 Cleaning Garment and Laundry Services



MCC Template

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



MCC Template

X 7299 Other Services (Not Elsewhere Classified)

Business Service

7311 Advertising Services

X 7321 Consumer Credit Reporting Agencies

X 7322 Debt Collections Agencies

X 7332 Blueprinting and Photocopying Services

X 7333 Commercial Art Graphics Photography

7338 Quick Copy Reproduction and Blueprinting Service

X 7339 Stenographic and Secretarial Support Services

X 7341 Window Cleaning Services

7342 Exterminating and Disinfecting Services

7349 Cleaning and Maintenance Janitorial Services

7361 Employment Agencies Temporary Help Services

X 7372 Computer Programming Data Processing

X 7375 Information Retrieval Services



MCC Template

- X        7379    Computer Maintenance Repair and Services
- X        7392    Consulting Management and Public Relations
- X        7393    Detective Agencies Protective Agencies
- 7394    Equipment Rental Leasing Furniture Tool Rental
- X        7395    Photo Developing Photofinishing Laboratories
- 7399    Business Services Not Elsewhere Classified
- X        7511    Truck Stop Transactions

Automobile Rental

- 7512    Automobile Rental Agency
- 7513    Truck and Utility Trailer Rental
- X        7519    Motor Home and Recreational Vehicle Rental

Automobiles and Vehicles

- 7523    Automobile Parking Lots and Garages
- 7524    Express Payment Service Merchants Parking Lots and Garage
- 7531    Automotive Body Repair Shops





MCC Template

7534 Tire Retreading and Repair Shops

7535 Automotive Paint Shops

7538 Automotive Service Shops

7542 Car Washes

7549 Towing Services

Repair Service

7622 Electronic Repair Shops

7623 Air Conditioning and Refrigeration Repair Shops

7629 Appliance Repair Shops Electrical and Small

X 7631 Clock Jewelry and Watch Repair Shops

7641 Furniture Reupholstery and Repair Refinishing

7692 Welding Repair

7699 Miscellaneous Repair Shops and Related Services

Amusement/Entertainment

7829 Motion Picture and Video Tape Production



MCC Template

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



MCC Template

- X        7998    Aquariums Dolphinariums and Seaquariums
  - X        7999    Recreation Services (Not Elsewhere Classified)
- Professional Service/Membership Organization
- X        8011    Doctors (Not Elsewhere Classified)
  - X        8021    Dentists Orthodontists
  - X        8031    Osteopathic Physicians
  - X        8041    Chiropractors
  - X        8042    Optometrists Ophthalmologists
  - X        8043    Opticians Optical Goods and Eyeglasses
  - X        8044    Optical Goods and Eyeglasses
  - X        8049    Chiropodists Podiatrists
  - X        8050    Nursing and Personal Care Facilities
  - X        8062    Hospitals
  - X        8071    Dental and Medical Laboratories
  - X        8099    Health Practitioners Medical Services



MCC Template

- X 8111 Attorneys Legal Services
- X 8211 Schools Elementary and Secondary
- X 8220 Colleges Universities Professional Schools
- X 8241 Schools Correspondence
- X 8244 Schools Business and Secretarial
- 8249 Schools Trade and Vocational
- 8299 Schools and Educational Services
- X 8351 Child Care Services
- 8398 Organizations Charitable and Social Service
- X 8641 Associations Civic Social and Fraternal
- X 8651 Organizations Political
- X 8661 Organizations Religious
- X 8675 Associations Automobile
- 8699 Organizations Membership
- 8734 Testing Laboratories (Non-Medical)



MCC Template

8911 Architectural Engineering and Surveying Service

8931 Accounting Auditing and Bookkeeping Services

8999 Professional Services Not Elsewhere Classified

Government Service

9211 Court Costs including Alimony and Child Support

9222 Fines

9223 Bail and Bond Payments

9311 Tax Payments

9399 Government Services Not Elsewhere Classified

9401 Food Stamps

9402 Postage Stamps - Government Only

9405 Intra Government Purchases Government Only

United Kingdom

X 9751 U.K. Supermarkets Electronic Hot File

X 9752 U.K. Petrol Stations Electronic Hot File



MCC Template

X            9754   Gambling Horse Racing Dog Racing State Lotteries



## Appendix D

# Independent Cost Estimate Form



**INDEPENDENT COST ESTIMATE FORM**

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

**DEFINITION:**

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

**JUSTIFICATION:**

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

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

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

Published catalog or price list

Other (explain):

**Explanation of Costs:**

Proposed Capital Outlay	Estimated Cost
<b>Total</b>	

**COMPLETED BY:**

\_\_\_\_\_

Signature      Date





## Appendix E

# Justification of Award for Small Purchases



Southern Nevada Regional Housing Authority  
Procurement Procedures

Today's Date: \_\_\_\_\_

To: File  
From: Buyer's Name: \_\_\_\_\_  
Re: Background

**REQUISITIONS**

	Awarded Vendor Name	SNRHA Vendor No.
Date Requisition Received	AMP#	Requisition #
Scope of Work <input type="checkbox"/> Yes <input type="checkbox"/> No	Ample Funding <input type="checkbox"/> Yes <input type="checkbox"/> No	
Method of Procurement – Check One If Applicable		Method of Contract – Check One If Applicable
Type	RFQ <input type="checkbox"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> QBS <input type="checkbox"/>	PO <input type="checkbox"/> BPO <input type="checkbox"/> Contract <input type="checkbox"/>

**SOLICITATION PACKAGE**

Micro-purchase less than \$2,000  Yes  No      Requisition Estimate \_\_\_\_\_

RFQ Issued  Yes  No      RFQ# \_\_\_\_\_      Date Issued \_\_\_\_\_

Quotes Taken  Yes  No       Verbal  Email  Fax  Catalog Published Pricelist

Verbal Quotes Obtained

Company	Contact Name	Phone	Amount Bid
1. _____			

Evaluation by Requestor  Yes  No      Evaluation Date \_\_\_\_\_

Price Evaluation (Abstract Analysis)  Yes  No

Section 3 Requirements  Yes  No

Newspaper Advertisement Sole Sourced  Yes  No

**AWARD PACKAGE**

<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"/> Other _____	
<input type="checkbox"/> SEC 3/RBE - Enter Certif. #	<input type="checkbox"/> MBE - Enter Certif. #	<input type="checkbox"/> WBE - Enter Certif. #	<input type="checkbox"/> DBE Enter Certif. #

Business License Compliant  Yes  No       Does Not Apply

EPLS Search  Yes  No       Does Not Apply

HUD Limited Denials of Participation Search  Yes  No       Does Not Apply

NV Secretary of State Registration Search  Yes  No       Does Not Apply

NV State Contractors Board License Verification  Yes  No       Does Not Apply

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

Buyer's Signature



## **Appendix F**

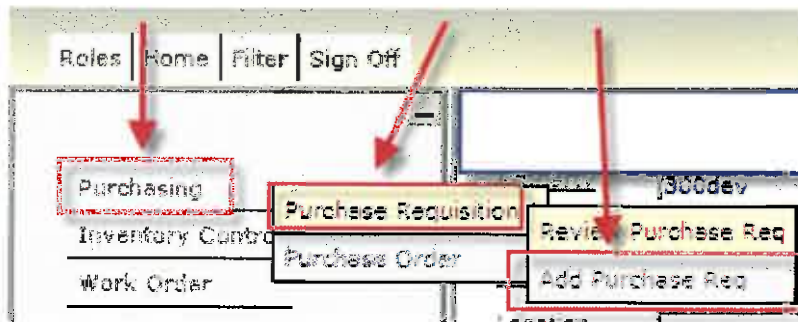
# **Entering Purchase Requisitions**

## ENTERING PURCHASE REQUISITIONS

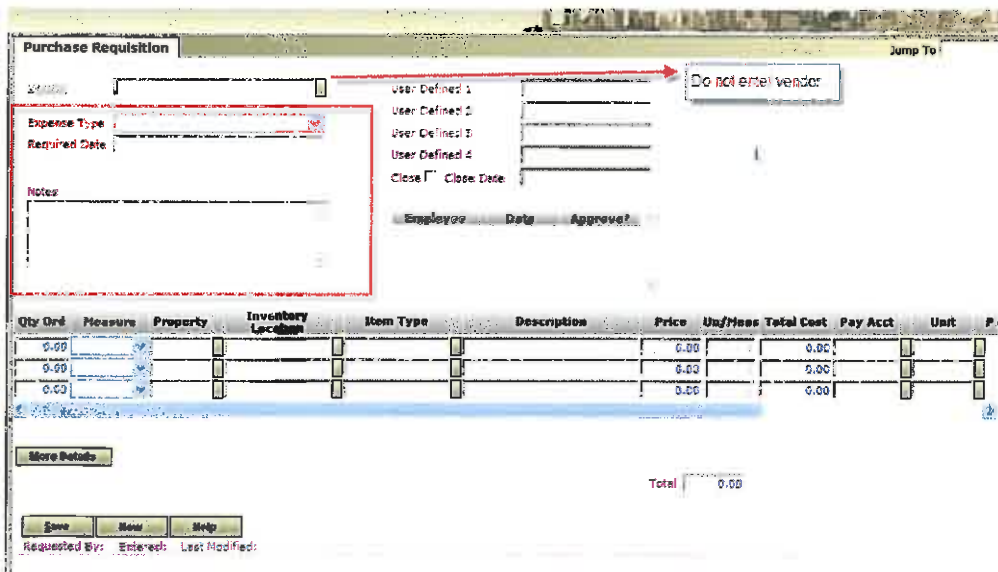
Southern Nevada Regional Housing Authority – June 2011

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

Purchasing > Purchase Requisition > Add Purchase Requisition



The following screen will now appear:



Qty	Ord	Measure	Property	Inventory Location	Item Type	Description	Price	Un/Meas	Total Cost	Pay Acct	Unit	P
0.00							0.00		0.00			
0.00							0.00		0.00			
0.00							0.00		0.00			

Total: 0.00

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

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

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

**NOTE** – Type pertinent information regarding the request for the Procurement Department.



In the grid area, enter the following:

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

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

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

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

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

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

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

**TOTAL COST** – This is a calculated amount based on quantity and price.



**IN THE GRID, SCROLL TO THE RIGHT FOR REMAINING FIELDS:**

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

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

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



SAVE the requisition after you have entered the appropriate information.

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

**Purchase Requisition 10**

Expense Type: Appliances Item  
Required Date: 06/18/2015

User Defined 1  
User Defined 2  
User Defined 3  
User Defined 4  
Close  Close Date

Notes  
Refrigerators for use

Property	Inventory Location	Item Type	Quantity	Price	Unit Price	Total Price	Pay Acct	Unit	U.O.	Job	Contract	Del	
	513-A	Refrigerator	1	259.00		259.00	1275-0000			Refrid-20	10-10-2015	850	2015-001
				0.00		0.00							
				0.00		0.00							

Total: 598.00

Requested By: [Name] Entered: 06/18/2015 User Defined: 1275-0000

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

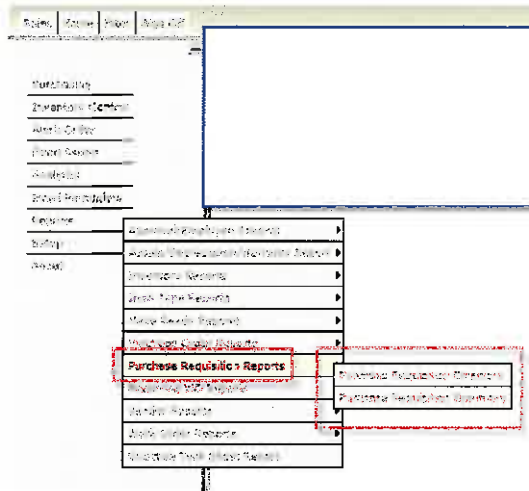
Refer to department procedures regarding on how to keep items separated or mixed on requisitions or whether to mix properties also. You can continue to enter as many items as necessary.

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

Properties can also be mixed on the requisition, however, the approval will only be based on the property entered on first line item.

REPORTS – There are currently two reports available.

Please note the report path for your menu here:



Purchase Order Directory - Enter appropriate info in the report filter

**IC - Purchase Requisition Directory**

Entered: \_\_\_\_\_  
 Unit: \_\_\_\_\_  
 RS, CUF: \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Date Entered: 01/01/2011 -to- 12/31/2011  
 Date Required: \_\_\_\_\_ -to- \_\_\_\_\_  
 Expense Type: \_\_\_\_\_  
 Notes: \_\_\_\_\_  
 Destination: Screen  
 [Submit] [Clear] [Help]

File or Code: rs\_Maint\_ICFA\_PurReq\_Dir.txt

**Purchase Requisition Directory**

Date Entered from 01/01/2011 to 12/31/2011

PR No.	Vendor	Expense Type	Date Entered	Date Required	Notes
2		2,000 Under	06/14/11	07/01/11	Testing 2,000 Under Category
3		2,001 to to 99,999	06/14/11	06/30/11	Test 15,000
4		2,001 to to 99,999	06/14/11	06/30/11	Test 50,000
5		Appliances New	06/14/11	07/15/11	
6		Appliances New	06/15/11		
7		Structural	06/15/11		
8		HVAC	06/15/11		
9		2,001 to to 99,999	06/15/11		Test Unapprove
10		Appliances New	06/16/11	07/15/11	Refrigerators for Warehouse





Purchase Order Summary - Enter appropriate info in the report filter

**IC - Purchase Requisition Summary**

Requested for:   
 Unit:   
 Purchase Req. No.:   
 Vendor:   
 Requested for:    
 Date Entered:  -to-   
 Date Required:  -to-   
 Expense Type:   
 Order Status:    
 Destination:

File or Code: rs\_Maint\_ICFA\_PurReq\_Summ.txt

Purchase Requisition Summary

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



Viewing requisitions on your screen:

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

**Purchase Requisition**

Company:

PO:

Vendor:

Unit:

Plant/Dept/Class:

Request to:

Request by:

Open P.O. Only:  Yes  No

Date Entered:  -to-

Date Required:  -to-

Notes:

Display Rows: 2000

Fill in filter fields based on information you would to view

Roles: Home Filter Sign Off

**Purchase Requisition**

- 10 - kgratopp
- 8 - kgratopp
- 7 - kgratopp
- 4 - kgratopp
- 5 - kgratopp
- 4 - kgratopp
- 3 - kgratopp
- 2 - kgratopp

**Purchase Requisition 10**

Vendor:

Expense Type: Appliances New

Required Date: 07/15/2011

Notes: Refrigerators for Warehouse

Search Result will appear here

**Purchase Requisition 5**

Vendor:

Expense Type: Appliances New

Required Date: 07/15/2011

Notes:

User Defined 1:

User Defined 2:

User Defined 3:

User Defined 4:

Close:  Close Date:

Approval Status:

Data/Reports: Attachment, Source, Status

PO # Here when created

Employee	Date	Approved?
...	...	...
...	...	...
...	...	...

Property	Inventory Location	Item Type	Description	Price	Un/Meas	Total	Dist.	Pay Acct	Unit	P.I.	Job	Sub
...	...	...	...	...	...	...	...	...	...	423	99fund-20	99-10

Total: 4,335.00



MEMOS – If additional space is needed to add information to the requisition, in addition to the notes field, MEMOS may be created. Click on the MEMO link top right corner.

**Purchase Requisition 6**

Vendor:

Expense Type:

Required Date:

Notes:

User Defined 1:

User Defined 2:

User Defined 3:

User Defined 4:

Close:  Close Date:

Employee	Date	Approve?
Admin	06/15/2011	Approved
Admin	06/15/2011	Approved
Employee	06/15/2011	Approved

Qty	Ord	Measure	Property	Inventory Location	Item Type	Description	Price	Un/Meas	Total Cost
1	1	1	1	1	1	PHONE/ELECTRIC CO. QUITS	200.00	1.00	2,310.00

Total: 2,510.00

Buttons: Save, New, Help

Requested By: kgratopp Entered: 06/15/2011 Last Modified: 06/15/2011

MEMO SCREEN LOOKS LIKE THIS:

**Memo Information**

Memos for: kgratopp (6)

Date	Type	Status	Notes
06/15/2011	Memo	Not	Type your memo information here.

Date: 06/15/2011 Show on Calendar:

Time: 4:05 pm

Type:

Status: Memo

Result:

Agent:  Employee: kgratopp

Notes: Type your memo information here.

Buttons: Save, Close, New, Delete, Help

Callouts:  
 - Memos already entered will appear here. Click on entries and view memo contents in window below.  
 - Type Memo information here. Click SAVE and it will populate in the top window. Be sure to CLICK NEW, to prevent overwriting an existing memo.

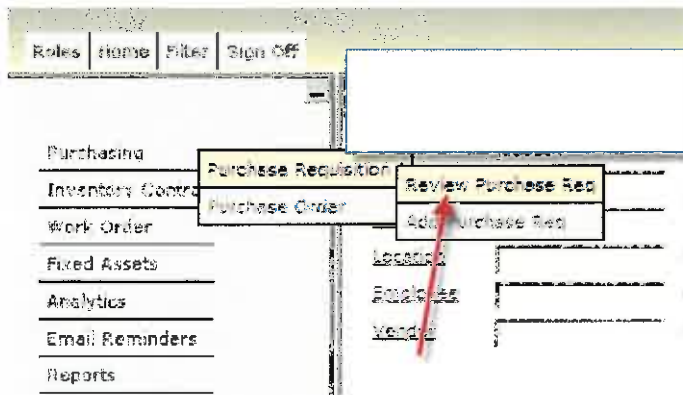
## Purchase Requisition Approval Process

### PURCHASE REQUISITION APPROVAL PROCESS

Southern Nevada Regional Housing Authority – June 2011

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

Purchasing > Purchase Requisition > Review Purchase Requisition



The following screen will now appear -- Enter information in the filter as noted below:

**Purchase Requisition**

Property: \_\_\_\_\_  
 BB: \_\_\_\_\_  
 Vendor: \_\_\_\_\_  
 Unit: \_\_\_\_\_  
 Stock/Item Type: \_\_\_\_\_  
 Need Approval by: Ingersoll  
 Requested by: \_\_\_\_\_  
 Open PR's Only? Yes  
 Date Entered: \_\_\_\_\_ -to- \_\_\_\_\_  
 Date Required: \_\_\_\_\_ -to- \_\_\_\_\_  
 Notes: \_\_\_\_\_  
 Display Rows: 2000

**Submit** **Clear** **Help**

Enter Approvers Name

Yes - This will prevent "closed" requisitions from displaying

Other filter information may be entered if desired.

When you enter information in "NEED APPROVAL BY", the requisitions awaiting approval by this person will appear. Then click on the information in the search window on the left side to navigate and display the requisition selected.

**Purchase Requisition 10**

Expense Type: Appliances New  
 Required Date: 07/15/2011  
 Notes: Refrigerators for Warehouse

Qty	Ord	Measur	Property	Inventory Location	Item Type	Description	Price	Uls/Meas	Total Co.
2.00		each	09860212	013Wh	6001014	REFRIGERATOR, 14CP, WHITE	299.00		\$598.00
0.00							0.00		0.00
0.00							0.00		0.00
0.00							0.00		0.00

Total: \$598.00

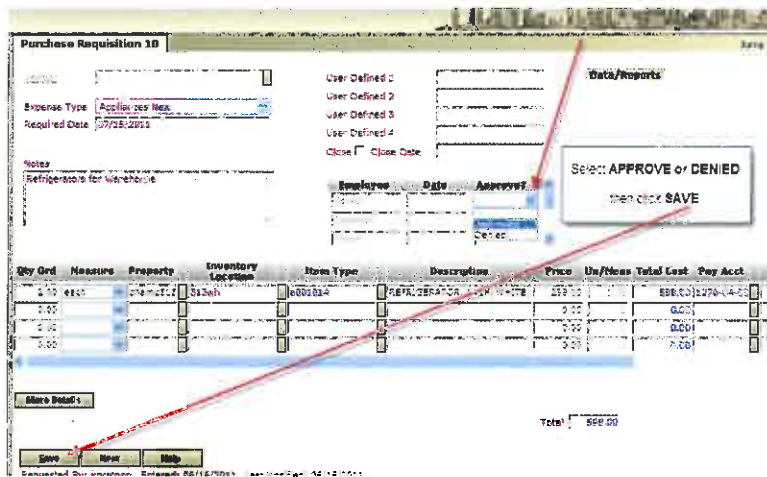
Requested By: Ingersoll Entered: 06/15/2011 Last Modified: 06/16/2011

**THE FIRST APPROVAL LEVEL – IT IS VERY IMPORTANT** that all information is reviewed by this level and any necessary changes are made **BEFORE APPROVAL**. Information in the

grid area cannot be changed after this first approval level – financial and contractual most critical.

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

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

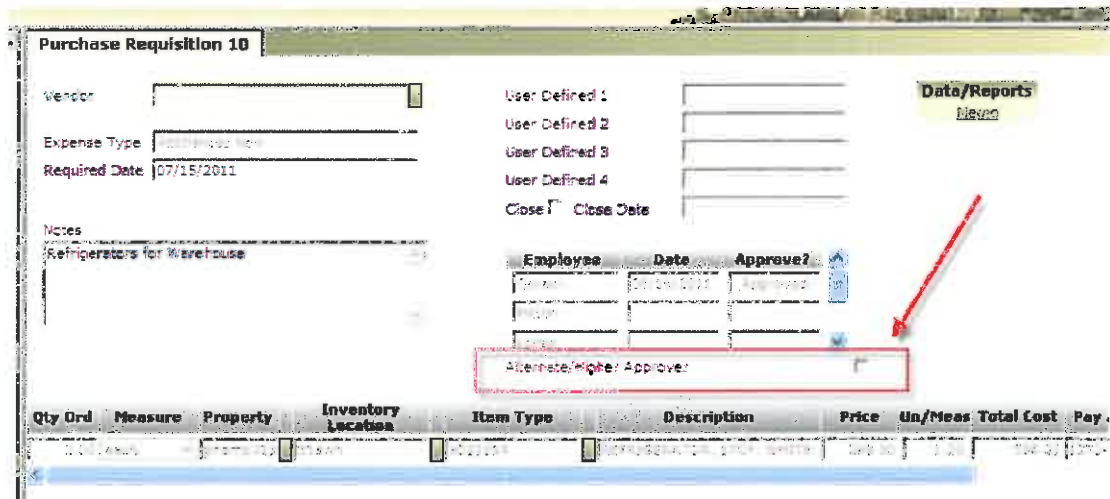


term same

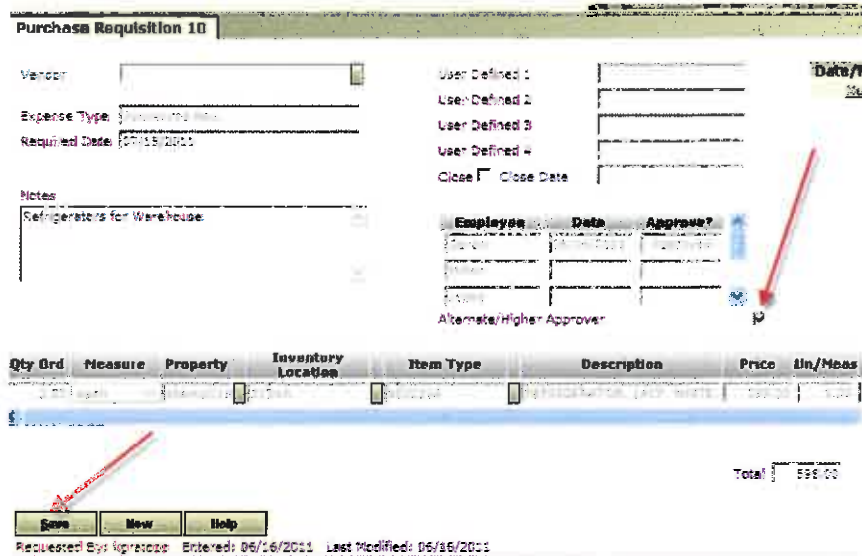
same track on the setup. For each approval level an alternate approver has been identified when possible, so the absence of the approver will not delay the requisition approval process. Note: You will be able to view all approvers in the approval window until the level is approved.

Alternate Approver – This applies to an approver at the dollar amount level in the

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



To approve the requisition, the alternate approver will check the box and click save.



**Purchase Requisition 10**

Vendor: [Field]  
Expense Type: [Field]  
Required Date: 06/15/2011

Notes: Refrigerators for Warehouse

User Defined 1-4: [Fields]  
Close:  Close Date: [Field]

Employee Data Approve? [Table]  
Alternate/Higher Approver: [Field]

Qty	Ord	Measure	Property	Inventory Location	Item Type	Description	Price	Un/Meas	Total
1						Refrigerator	100.00	1	100.00

Total: \$99.00

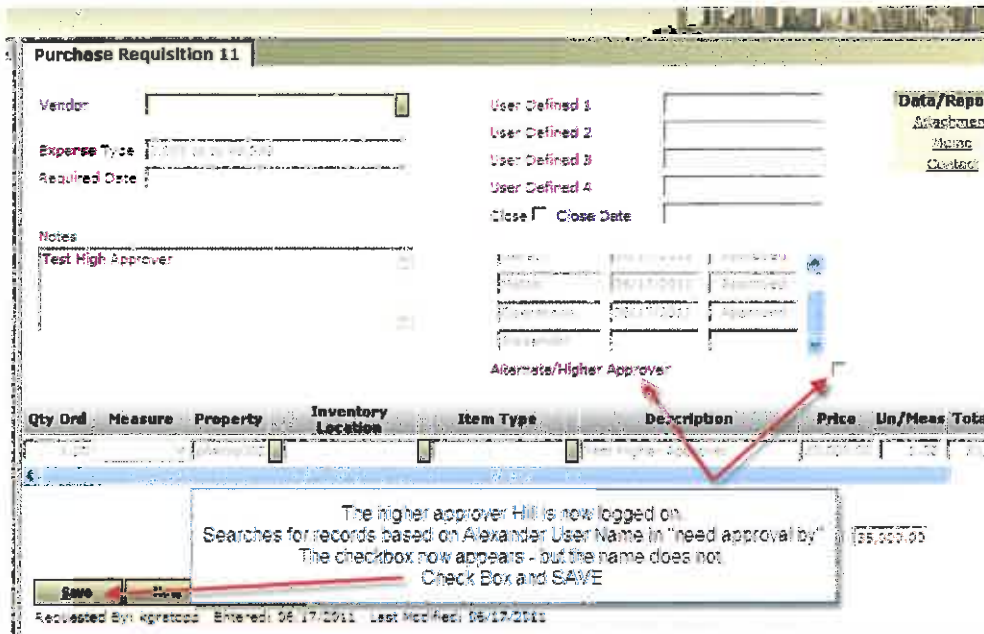
Buttons: Save, New, Help

Requested By: kgratcos Entered: 06/16/2011 Last Modified: 06/16/2011

The alternate approve cannot deny. The dropdown box is not available. Any denials must be completed by the approver upon their return.

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

Please note the higher approver doesn't not display in the approval window. The higher approver also cannot review/locate requisition based on their user name entered in "need approval by". The higher approver needs to search based on the name that they are designated as high approver for.



**Purchase Requisition 11**

Vendor: [Field]  
Expense Type: [Field]  
Required Date: [Field]

Notes: Test High Approver

User Defined 1-4: [Fields]  
Close:  Close Date: [Field]

Employee Data Approve? [Table]  
Alternate/Higher Approver: [Field]

Qty	Ord	Measure	Property	Inventory Location	Item Type	Description	Price	Un/Meas	Total
1						Test High Approver	100.00	1	100.00

The higher approver Hill is now logged on. Searches for records based on Alexander User Name in "need approval by". The checkbox now appears - but the name does not. Check Box and SAVE

Buttons: Save, New, Help

Requested By: kgratcos Entered: 06/17/2011 Last Modified: 06/17/2011







## APPENDIX G

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



**Contracts, Purchase Orders and  
Invoice Processing**

09/10/2013

**Southern Nevada Regional Housing Authority  
Contract , Purchase Order and Invoice Processing**

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## Southern Nevada Regional Housing Authority Contract Processing

Home Page - My ASP.NET Application - Windows Internet Explorer provided by Southern Nevada Regional HA

http://intranet.snrha.local/

UPDATE: New galleries from May all hand-meeting, Father's Day, and More! Click here to view the pictures...

**THE HOME PAGE**

Monday  
September 9,  
2013  
08:29:51

**JOB OPENINGS**

**CUSTOMER PROMISE**

We make it possible for our customers to enjoy an affordable home in a comfortable and safe environment.

As part of a community partnership, we promote productivity, stability and well-being, allowing our customers to continue to achieve their dreams.

**Executive News**

5-23-2013 **THE HOME PAGE**

Welcome to our newly designed Internal Portal "THE HOME PAGE"!!! As part of our continuing development of changing our culture to become the Southern Nevada Regional Housing Authority...

Read More

**News**

7-24-2013 **REAC Presents Report at the City Council**

On July 24, 2013 John Hill, Executive Director presented a report to the City of Las Vegas Council....

Read More

5-14-2013 **Rulon Earl Model Home Opening Tomorrow**

The model home for Rulon Earl Park- Phase 2 will be open for viewing starting tomorrow - hours are Monday-Saturday from Noon - 5 pm...

Read More

**Customer Service Corner**

More Customer Service News

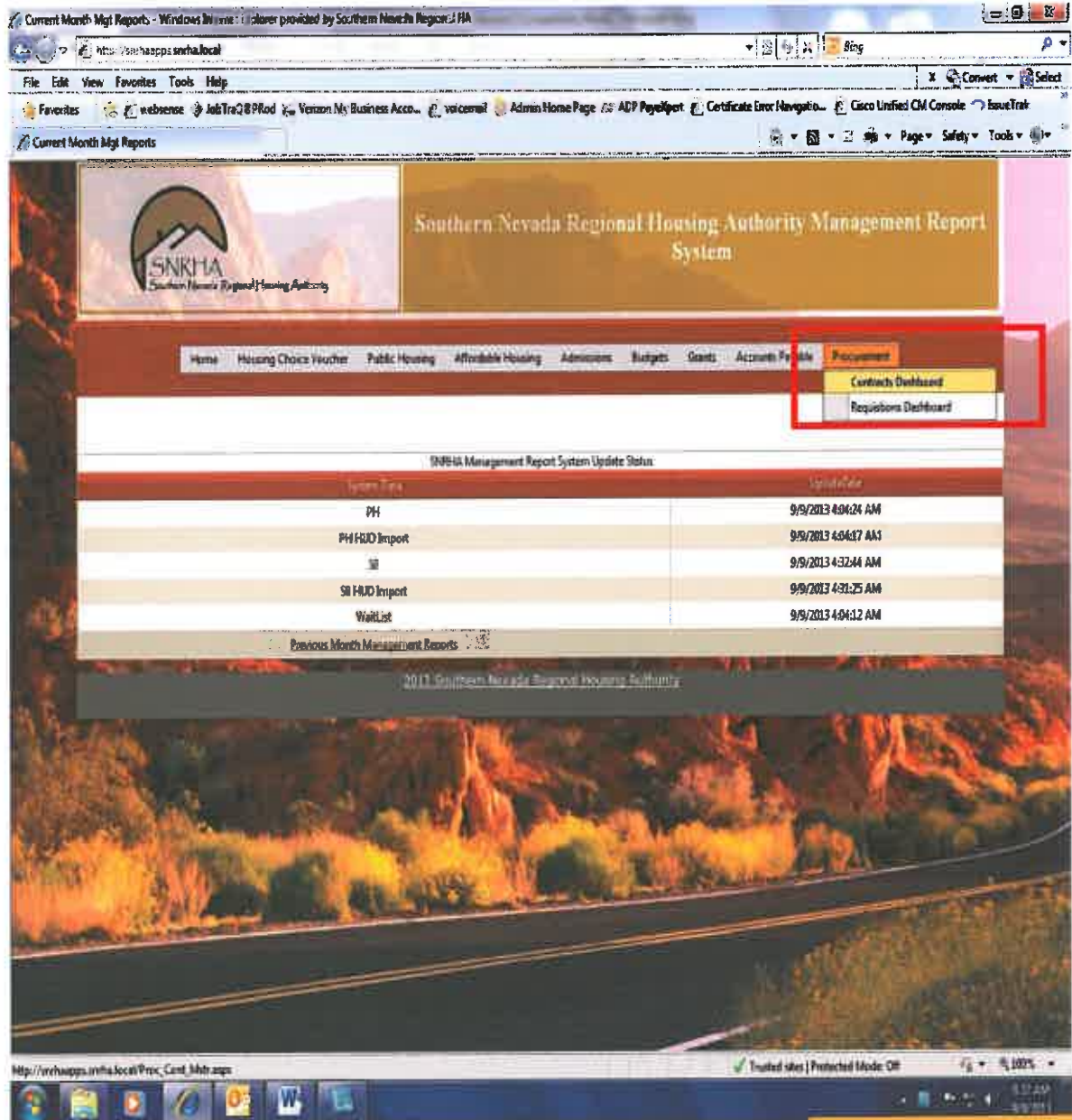
**Departments**

- Employee Directory
- System Access & Tools
  - Yardi
  - IT Tech Support
  - Management Reports**
  - Enterprise Planning & Tracking
- Email
- REAC Login
- ADP
- Grace Hill
- Board Meetings
- Staples Advantage
- SNRHA Website

Trusted sites | Protected Mode: Off

- From the Home Page click on Management Reports

# Southern Nevada Regional Housing Authority Contract Processing Contracts Screen



9/9/13

- From the Management Reports Screen
- Click on Procurement
- Click on Contracts Dashboard



# Southern Nevada Regional Housing Authority Contract Processing Contracts Screen

**Management Report System**

Home Housing Choice voucher Public Housing Affordable Housing Admissions Budgets Grants Accounts Payable

Property:  Job:  Contract % Used:  Purchase Codes:

**Contracts Dashboard**

Contract	Description	Status	Vendor	Web/Item	Web/Date	Contract Tot	Contract Orignt	Contract Date
c09001(fy12)	Telephone Services	In Process	v0000555	CenturyLink Rta Emburg		278,603.49	16,952.49	262,541.00
c1059(fy12)	FINANCE-IT	In Process	v0000021	KEY GOVERNMENT FINANCE, INC		112,060.17	42,238.98	69,821.19
c11062	signs agency wide	In Process	v0000874	SIGN-A-RAMA	12/14/2011 12:00:00 AM	86,002.24	28,825.00	57,177.24
c1070(fy12)	FINGERPRINTING SERVICES	In Process	v0000167	NATIONAL CREDIT REPORTING	10/11/2011 12:00:00 AM	226,975.00	117,700.00	109,275.00
c12000	Staples Office Supplies	In Process	v0000008	STAPLES ADVANTAGE	12/30/2009 12:00:00 AM	469,065.42	33,347.00	435,718.42
c12003	security	In Process	v0000155	SOMITROL OF SOUTHERN NEVADA		276,647.00	154,184.00	122,463.00
	KONICA COPIER			KONICA MINOLTA				

Page size: 10

23 items in 3 pages

- In this example we will look at all contracts for phamp301 Job/Property opfund2013
- You can see there are 23 contracts used for Phamp301

**Southern Nevada Regional Housing  
Authority  
Contract Processing  
Contracts Screen**

**SNRHA**  
Southern Nevada Regional Housing Authority

**Management Report System**

Home Housing Choice Voucher Public Housing Affordable Housing Admissions Budgets Grants Accounts Payable  
Procurement

Property:  Job:  Contract % Used:  Purchase Order:

**Contracts Dashboard**

Contract	ContractDesc	Notes	ContractStat	Vendor	VendorName	SchedDate	ContractTotal	ContractComplete	ContractCOAmt
c12116	GLASS REPLACEMENT		In Process	v0900256	RAPID GLASS, INC		190,659.00	64,431.00	126,228.00
c12122	Window Blinds Services		In Process	v0600007	CHEROKEE BLIND & DOOR LLC		133,743.11	52,500.00	81,243.11

- In this example we will look at Contract c12116 Rapid Class (Glass Replacement)
- Contract = Contract Number
- ContractDesc = Contract Description
- Notes = Contracts Notes
- ContractStat = Contract Status
- Vendor = Vendor
- VendorName = Vendor Name
- SchedDate = (Not Used)



**Southern Nevada Regional Housing  
Authority  
Contract Processing  
Contracts Screen**

SNRHA  
Southern Nevada Regional Housing Authority

Management Report System

Home Housing Choice Voucher Public Housing Affordable Housing Admissions Budgets Grants Accounts Payable  
Procurement

Property: phamp201 Job: optfund-2012 Contract % Used: Purchase Orders

Contracts Dashboard

Am	CFY Budget	CFY PO Encumbered	CFY PO Balance	CFY Invoiced	CFY Contract Balance	Invoice Encumbered	Total Encumbered	Total Invoiced	Contract Balance	Contract % Used
18.00	103,850.00	96,789.00	44,325.41	53,972.00	7,061.00	4,366.00	130,155.00	95,338.00	52,504.60	93.20 %
13.11	68,750.00	68,997.00	28,998.15	41,133.00	753.00	2,770.65	91,767.65	63,904.58	41,975.46	98.92 %

- CFY Budget = Contract amount for the current fiscal year for the agency
- CFY PO Encumbered = Total amount of all Purchase Orders for the current Fiscal Year
- CFY PO Balance = Amount remaining on Purchase Orders for the current Fiscal Year
- CFY Invoiced = Total Invoices paid against the Purchase Orders/Contract for the current Fiscal Year
- CFY Contract Balance = CFY Budget – CFY PO Encumbered
- \*\*\*Note these numbers are for the whole agency\*\*\*\*
- To view your Purchase Orders and their balances click on CFY PO Balance

**Southern Nevada Regional Housing  
Authority  
Contract Processing**

**Contracts Screen**

SNRHA  
Southern Nevada Regional Housing Authority

Management Report System

Home Housing Choice Voucher Public Housing Affordable Housing Admissions Budgets Grants Accounts Payable

Procurement

Show All

Procurement Contract PO Detail Criteria: Type=POBal; Contract=1238; Property=phamp301; Job=ofund-2013

PO	PO Total	PO Date	Vendor ID	Vendor	PO Description	Poid	Line Description	Original Cost	Received
7969	750.00	9/22/2012 12:00:00 AM	0000756	RAPID GLASS INC	<a href="#">Click for Desc.</a>	1	Contract Glass Repair AMP 301 FY2013	750.00	500.00

- All Purchase Orders with balances for this contract will be listed
- You can see there is one PO number 7969 for this contract
- The Purchase Order amount is for 750.00
- The Purchase Order has been received for 500.00

**Southern Nevada Regional Housing  
Authority  
Contract Processing**

**Contracts Screen**

SNRHA  
Southern Nevada Regional Housing Authority

Management Report System

Home Housing Choice Voucher Public Housing Affordable Housing Admissions Budgets Grants Accounts Payable  
Procurement

Show All

Procurement Contract PO Detail Criteria: Type=POBal; hContract=1238; Property=phamp301; Job=optund-2013

Measure	Unit Price	PO Balance	Invoiced	Contract	Contract Desc	Account	Property	Property Desc
250.00	each	250.00	500.00	el2116	GLASS REPLACEMENT	443035000 - Contract-Window & Glass Replacement	phamp301	AMP 301 Public Housing

- The Purchase Order Balance is \$250.00
- The Balance of the PO is PO Amt (\$750.00 ) – Received Amount (\$500.00)
- Total Invoices against the PO is \$500.00
- You may click on the Invoiced Amount to view the payments

**Southern Nevada Regional Housing  
Authority  
Contract Processing**

**Contracts Screen**

SNRHA  
Southern Nevada Regional Housing Authority

Management Report System

Home Housing Choice Voucher Public Housing Affordable Housing Admissions Budgets Grants Accounts Payable Procurement

Show All

Procurement Contract Invoice Detail Criteria: Type=PO, Contract=1730, Property=phamp301, Subfund=2013, Row=2669

Payment Date	Batch	Invoice	Vendor	Vendor Address	Invoice Number	Total Amount	Invoice Date	Invoice Due Date
505068	10707	4000736	RAPID GLASS, INC	2110 SOUTH HIGHLAND AVE	30855	170.00	11/29/2012 12:00:00 AM	11/12 11/20/2012 12:00:00 AM
505080	10757	4000736	RAPID GLASS, INC	2110 SOUTH HIGHLAND AVE	30801	170.00	11/27/2012 12:00:00 AM	12/12 11/27/2012 12:00:00 AM
523813	11303	4000736	RAPID GLASS, INC	2110 SOUTH HIGHLAND AVE	30472	160.00	1/16/2013 12:00:00 AM	01/13 1/16/2013 12:00:00 AM

Approved	Payment Method	Transfers	Vnd	Vnd	Property	Amount	Account	Inv	Check No	Dr
jabalos	Check		No	No	phamp301	170.00	443035000 - Contract-Window & Glass Replacement	opfund-2013	33714	Contr Repair A/R
jabalos	Check		No	No	phamp301	170.00	443035000 - Contract-Window & Glass Replacement	opfund-2013	34489	Contr Repair A/R
jabalos	Check		No	No	phamp301	160.00	443035000 - Contract-Window & Glass Replacement	opfund-2013	36649	Contr Repair A/R

- Above you will see all payments against the Purchase Order including the check number.

## Southern Nevada Regional Housing Authority Contract Processing

Purchase Requisition 5858

June 14

Vendor:

Expense Type: **Service**

Required Date:

Assignment:

User defined 2:

User defined 3:

User defined 4:

Close  Close Date:

- [Data/Reports](#)
- [Attachment](#)
- [Memo](#)
- [Contract](#)

**Notes**

Pest Control Services FY2014 For Amp 318  
POC Kenneth Wood 702 922 6507  
kwood@snvrha.org

Employee	Date	Approve?
Wood		
Lopez		
prosser		

Qty Ord	Measure	Property	Inventory Location	Item Type	Description	Price	Un/Meas	Total Cost	Pay Acct	Unit	P.O.	Job	Ca
2,000.0	each	ph214she			Pest Control FY2014 (Sherman)	1.00	1.00	2,000.00	4430-07-000			opfund-201	30-1
1,500.0	each	ph215vil			Pest Control FY2014 (Villa)	1.00	1.00	1,500.00	4430-07-000			opfund-201	30-1
0.0						0.00	1	0.00					

Categ	C	Contract	Del
30-1000-30	312	c12057	<input type="checkbox"/>
30-1000-30	312	c12057	<input type="checkbox"/>
			<input type="checkbox"/>

- For 2014 use do not use (amp) properties use the site name when inputting requests unless you are in the following amps
  - 309
  - 312
  - 303 Budget are not broken down by site in these amps
- Make sure you enter the amp in the (C) field
- Make sure you enter the Contract Number

## Southern Nevada Regional Housing Authority Contract Processing Approved Purchase Order

**Purchase Requisition 2234**

Vendor: THE HOME DEPOT SUPPLY  
PO BOX 509058

Expense Type: Community

Required Date:

Assignment: Wanda Beckett

User defined 2: \_\_\_\_\_  
User defined 3: \_\_\_\_\_  
User defined 4: \_\_\_\_\_  
Close  Close Date: \_\_\_\_\_

Notes: Home Depot Contract for AMP320 Fiscal Year 2013

Employee	Date	Approved?
Mitch	08/20/2012	Approved
Zeno	08/20/2012	Approved
Alexander	08/20/2012	Approved

Qty	Unit	Measure	Property	Inventory Location	Item Type	Description	Price	Un/Meas	Total Cost	Pay Acct	Un
5,000.00	each		phms320			AMP320 Fiscal Year 2013	1.00	1.00	5,000.00	4420-15-000	
<b>Total</b>									<b>5,000.00</b>		

Requested By: kwood Entered: 08/20/2012 Last Modified: 08/20/2012

- You must have an purchase order to procure services for SNRHA
- Requisition has been fully approved and assigned to a buyer.
- This does not mean you have an approved Purchase Order

# Southern Nevada Regional Housing Authority Contract Processing Approved Purchase Order

**Purchase Requisition 2234** Jump To

Vendor:   
 THE HOME DEPOT SUPPLY  
 PO BOX 509058

Expense Type:   
 Required Date:

Assignment:   
 User defined 2:   
 User defined 3:   
 User defined 4:   
 Close:  Close Date:

Notes: Home Depot Contract for ANP320 Fiscal Year 2013

Employee	Date	Approve?
Stemon	08/08/2012	Approved
Geraci	08/08/2012	Approved
Alexander	08/20/2012	Approved

Item Type	Description	Price	Un/Meas	Total Cost	Pay Acct	Unit	P.O. No	Job	Catag	C	Contract	Del
	ANP320 Fiscal Year 2013	1.00	1.00	5,000.00	0400-15-000		2695	opfur-201	30-1000-30		0777777	
Total											5,000.00	

Requested By: kwood Entered: 08/20/2012 Last Modified: 08/20/2012

- When the Purchase Order has been created you can see the PO number on the requisition screen
- Only then may you proceed with using the Purchase Order
- Procurement will also send an confirmation email.

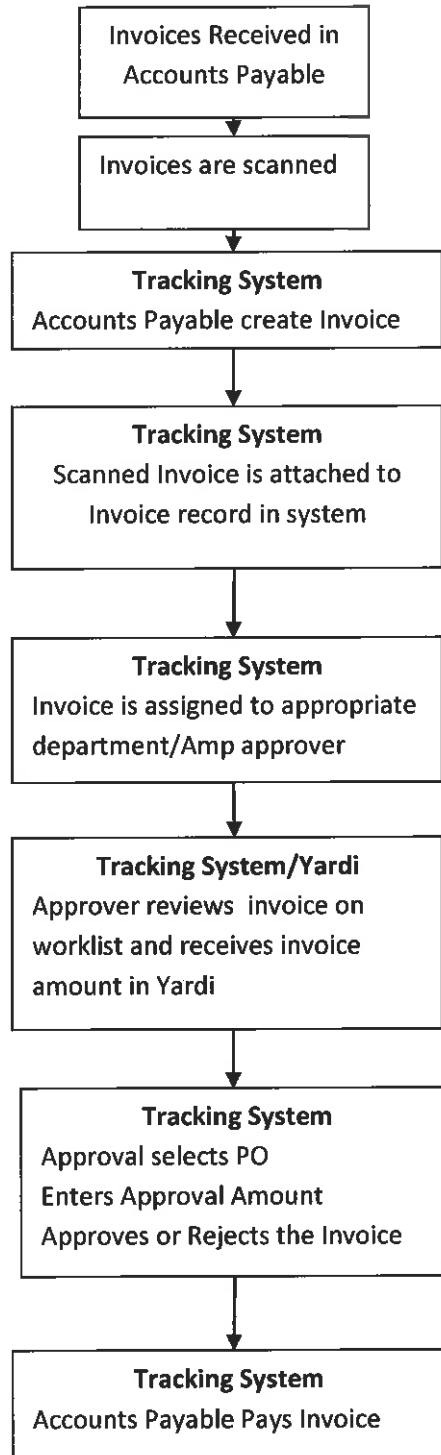
**Southern Nevada Regional Housing Authority  
Contract Processing**





**Southern Nevada Regional Housing Authority  
Contract Processing**

**Invoice Tracking**



- Invoice Approval business process

Southern Nevada Regional Housing Authority  
Contract Processing

Invoice Tracking

Southern Nevada Regional Housing Authority Management Report System

Home Housing Choice Voucher Public Housing Affordable Housing Admissions Budget Grants Accounts Payable Procurement

AP Invoice Entry  
Mgt Invoice Approval  
AP Invoice Review  
Approval Dashboard

SNRHA Management Report System Update Status

System Data	Update Date
PH	9/9/2013 4:04:24 AM
PH HUD Import	9/9/2013 4:04:17 AM
SB	9/9/2013 4:32:44 AM
SB HUD Import	9/9/2013 4:31:25 AM
WaitList	9/9/2013 4:04:12 AM

Previous Month Management Reports

© 2013 Southern Nevada Regional Housing Authority

- To view invoices awaiting your approval
- From the management reports screen click on Accounts Payable
- Click on Mgt Invoice Approval

Southern Nevada Regional Housing Authority  
Contract Processing

Invoice Tracking

**SNRHA**  
Southern Nevada Regional Housing Authority

Management Report System

Home · Housing Choice Voucher · Public Housing · Affordable Housing · Admissions · Budgets · Grants · Accounts Payable  
Procurement

Invoice#  PO#  StartDate:  EndDate:  ApprovalType:

Invoice Voucher Data Entry Approvals For: KWOOD

DayType	Invoice	Approval Code	Approval	Approval Date	Invoice	Invoice Date	Vendor	Vendor Name	Invoice Amt	PO	Scan	Log
0.00	1	1E1 - Assigned	Issued	8/9/2013 11:49:53 AM	test234	8/12/2013 12:00:00 AM	v000555	CenturyLink fka Embarg Vendor# v000555	380.29		<a href="#">test234</a>	<a href="#">Log</a>

Note: Maximum file size allowed: 10MB

- Invoice awaiting your approval will be here
- Click on Scan to view the invoice

Southern Nevada Regional Housing Authority  
Contract Processing

Invoice Tracking

The screenshot displays the SNRHA Management Report System interface. At the top left is the SNRHA logo. The main header reads "Management Report System". Below this is a navigation menu with links: Home, Housing Choice Voucher, Public Housing, Affordable Housing, Admissions, Budgets, Grants, Accounts Payable, and Procurement. The interface includes search filters for Invoice#, PO#, and StartDate. A table of invoices is visible, with columns for Invoice#, PO#, Approval Code, Approver, and Approval Date. A "File Download" dialog box is overlaid on the table, asking "Do you want to open or save this file?". The dialog shows file details: Name: test1234.pdf, Type: Adobe Acrobat Document, 251KB, and From: snraapps.merfa.local. The dialog has "Open", "Save", and "Cancel" buttons. A security warning at the bottom of the dialog states: "While files from the Internet can be useful, some files can potentially harm your computer. If you do not trust the source, do not open or save the file. What is the risk?"

- Click on Open to view the Invoice



# Southern Nevada Regional Housing Authority Contract Processing

## Invoice Tracking

**Purchase Order 7695**

Vendor: 0000015 [Get Vendor Info](#)  
 Name: THE HOME DEPOT SUPPLY  
 Address: PO BOX 509058  
 Expense Type:   
 Print on PO:   
 Description:   
 Order Date: 08/20/2012  
 Required By Date: 08/20/2012  
 Scheduled Delivery Date:   
 Last Recv. Date:   
 Payment Due Date:   
 Closed:  Close Date:   
 Total: 5,000.00

[Data/Reports](#)  
[Attachment](#)  
[Memo](#)  
[Contact](#)

[Save](#) [New](#) [Print](#) [Help](#) [Check Budget](#) [Search Supplier](#) **[Receive](#)** [Invoce](#)

[Details](#) [General Info](#) [Addresses](#) [Approvals](#)

[Retrieve](#) [Retrieve Pricing](#) [More Details](#) [Purchase Inq](#)

Qty Ord	Measure	Property	Inventory Location	Item Type	Description	Price	Un/Meas	Total Cost	P
5,000.000	each	0000015			4MP320 Fiscal Year 2013	1.00	1.00	5,000.00	4420-15-000 (P)
						0.00	1.00		
						0.00	1.00		

Search Results

- Receive the invoice in the Yardi System

Southern Nevada Regional Housing Authority  
Contract Processing

Invoice Tracking

The screenshot displays the SNRHA Management Report System interface. At the top left is the SNRHA logo. The main title is "Management Report System". Below it is a navigation menu with links: Home, Housing Choice Voucher, Public Housing, Affordable Housing, Admissions, Budgets, Grants, and Accounts Payable. A "Procurement" link is also visible. The interface includes search filters for Invoice#, PO#, StartDate, and EndDate, with a dropdown for ApprovalType set to "Assigned and Resubmitted". Below the filters is a table titled "Invoice Voucher Data Entry Approvals For: KWOCED". The table has columns: DayType, Invoice, Approval Code, Approver, Approval Date, Invoice, Invoice Date, Vendor, Vendor Name, Invoice Amount, PO, Scan, and Log. A red box highlights the first row of data, which includes a pencil icon in the DayType column. Below the table is a note: "Note: Maximum file size allowed: 10MB".

DayType	Invoice	Approval Code	Approver	Approval Date	Invoice	Invoice Date	Vendor	Vendor Name	Invoice Amount	PO	Scan	Log
0.00	1	111 - Assigned	kwoced	9/9/2013 11:49:53 AM	test1234	8/12/2013 12:00:00 AM	v9000555	CenturyLink Via Embury Vendor#: v000555	380.29		test1234	Log

- Click on the pencil to approve or deny the invoice

Southern Nevada Regional Housing Authority  
Contract Processing

Invoice Tracking

Invoice# All PO# All StartDate: 1/1/1980 EndDate: 12/31/2099 ApprovalType: Assigned and Resubmitted Search

Invoice Voucher Data Entry Approval Fee: \$100.00

Invoice#	PO#	Status	Assign	Created	Updated	Invoice Date	Vendor	Vendor#	Amount	PO#	Log
9720	1	111 - Assigned	test234	9/9/2013 11:49:53 AM	test1234	8/12/2013 12:00:00 AM	v0000555	CenturyLink flk Embarg Vendor#	380.29	test1234	Log

EntryDate: 9/9/2013 11:49:53 AM  
Approval Code: 111  
Approver: test234  
ApprovalDate: 9/9/2013 11:49:53 AM  
Inv.No: test1234  
Inv.Date: 8/12/2013 12:00:00 AM  
VendorName: CenturyLink flk Embarg Vendor# v0000555

Approve: Invoice Amount: 380.29 Amount To Pay: 380.29 Approve Note: Approve Approve

PO: 9720 Total: 78600.00 Description: REQ 4199 Requisition for FY 2013 for Telephone

Notes:

FileName: C:\SUN\DOT\_CAC213090911

Scan: Update Cancel

- You can Deny the invoice and enter the reason in Notes
- To approve enter the amount to Pay
- Enter any notes needed
- Enter the Purchase Order from the list
- Select Approve
- Update Record



**Southern Nevada Regional Housing Authority  
Contract Processing**

**Invoice Tracking**

The screenshot shows the SNRHA Management Report System interface. At the top left is the SNRHA logo. The main header reads "Management Report System". Below this is a navigation menu with links: Home, Housing Choice Voucher, Public Housing, Affordable Housing, Admissions, Budgets, Grants, Accounts Payable, and Procurement. A search bar is located below the menu, with filters for Invoice# (All), PO# (All), StartDate (1/1/1980), EndDate (11/30/2009), and ApprovalType (Assigned and Resubmitted). The search results section is titled "Invoice Voucher Data Entry Approvals For: KWOOD" and contains a table with columns: Location, Invoice#, Approval Date, Amount, Approval Date, Invoice, Vendor, Vendor/Line, Budget, PO, and Action. The table is currently empty, displaying "No records to display." Below the table is a note: "Note: Maximum file size allowed: 10MB".

- After you approve the invoice it will be removed from your list
- If AP has an issue with the payment they will place it back on your list with the appropriate notes

Southern Nevada Regional Housing Authority  
Contract Processing


Approval Dashboard

The screenshot displays the SNRHA Management Report System interface. At the top left is the SNRHA logo. The main title is "Management Report System". Below this is a navigation menu with options: Home, Housing Choice Voucher, Public Housing, Affordable Housing, Admissions, Budgets, Grants, and Accounts Payable. The "Accounts Payable" menu is highlighted with a red box, and its sub-menu is open, showing options: AP Invoice Entry, Mat Invoice Approval, AP Invoice Review, and Approval Dashboard. Below the menu is a search area with fields for Invoice#, PO#, StartDate (1/1/1980), EndDate (12/31/2099), ApprovalType (Approved and Denied), and a Search button. Below the search area is a table titled "Invoice Voucher Accounts Payable Data Entry Review". The table has columns: Invoice#, Invoice, Approval Code, Approval, Approver, Approval Note, Approval Date, Invoice#, Vendor, and Vendor Name. The first row of data shows: Invoice# 1, Invoice test1234, Approval Code 44, Approval Approve, Approver kwood, Approval Note, Approval Date 9/9/2016 12:04:05 PM, Invoice# 0123, Vendor #0000555, and Vendor Name CenturyLink Ita Embarg.

- There is also an aging report under the Accounts Payable menu
- Click on Approval Dashboard

**Southern Nevada Regional Housing Authority  
Contract Processing**

**Approval Dashboard**



**Management Report System**

Home   Housing Choice Voucher   Public Housing   Affordable Housing   Admissions   Budgets   Grants   Accounts Payable

Procurement

Invoice Voucher Approval Dashboard										
Approver	< 5 Days	< 5 Days Sum of Invoices	6 to 10 Days	6 to 10 Days Sum of Invoices	11 to 20 Days	11 to 20 Days Sum of Invoices	> 21 Days	> 21 Days Sum of Invoices	Total	Total Sum of Invoices
Accounts Payable	1	300.29	0	0.00	0	0.00	0	0.00	1	300.29
	1	300.29	0	0.00	0	0.00	0	0.00	1	300.29

- Approvals Dashboard with aging.

# Southern Nevada Regional Housing Authority Contract Processing Receiving in Yardi

**Purchase Order 7695**

Vendor: 40000015 [Get Vendor Info](#)  
 Name: THE HOME DEPOT SUPPLY  
 Address: PO BOX 509058  
 Expense Type:   
 Print on PO:   
 Description:   
 Order Date: 08/20/2012  
 Required By Date: 08/20/2012  
 Scheduled Delivery Date:   
 Last Recv. Date:   
 Payment Due Date:   
 Closed:  Close Date:   
 Total: 5,400.00

[Data/Reports](#)  
[Attachment](#)  
[Memo](#)  
[Contact](#)

[Save](#) [New](#) [Print](#) [Help](#) [Check Budget](#) [Search Supplier](#) **[Receive](#)** [Unreceive](#)

[Details](#) [General Info](#) [Addresses](#) [Approvals](#)

[Reauthorize](#) [Retrieve Pricing](#) [More Details](#) [Purchase Req](#)

Qty Ord	Measure	Property	Inventory Location	Item Type	Description	Price	Ua/Neas	Total Cost	P
5,400.00	each	prop001			4400320 Fiscal Year 2013	1.00	1.00	5,400.00	4420-15-000 (P
						0.00	1.00		
						0.00	1.00		

Search Results

- Verify that you have the correct Purchase Order
- Click on Receive

Southern Nevada Regional Housing Authority  
Contract Processing

Receiving in Yardi

http://yardi.snrha.local/?PO=7695 - Yardi Systems, Inc. - Receive Selected POs - Windows Internet Explorer provided by SNRHA

**Receive Selected POs**

**Filter Criteria**

Vendor: \_\_\_\_\_  
Purchase Order: 7695  
Item Type: \_\_\_\_\_  
Requested By: \_\_\_\_\_  
Location: \_\_\_\_\_

**Receive PO Data**

Date Received: 08/20/2012

Submit Clear Close Help

Set Locations Set All Dates Check Rev Check Close

1 rows returned

Receive

Property	PO	Quantity Ordered	Meas	Count	Item Type	Inventory Location	Description	Quantity Received	Date Received	Receive Close
phamp320	7695	5000.0000	each	1			AMF320 Fiscal Year 2013	5,000.0000		

- The Receive Selected Po's screen will pop up
- Enter the Purchase Order Number
- Click on Submit
- If you can receive on this PO it will show up below the submit button
- Under Quantity Received you will see the balance of the PO

Southern Nevada Regional Housing Authority  
Contract Processing

Receiving in Yardi

http://yardi.snrha.local/?PO=7695 - Yardi Systems, Inc. - Receive Selected POs - Windows Internet Explorer provided by SNRHA

**Receive Selected POs**

**Filter Criteria**

Vendor:  Item Type:   
Purchase Order: 7695 Location:   
Requested By:

**Receive PO Date**

Date Received: 08/20/2012

1 rows returned

Property	PO	Quantity Ordered	Meas	Count	Item Type	Inventory Location	Description	Quantity Received	Date Received	Receive Close
AMF320	7695	5000.0000	each	1			AMF320 Fiscal Year 2013	500.00	08/20/2012	<input checked="" type="checkbox"/>

- In the Quantity Received box enter the amount of the invoice
- In the Date Received Box enter the invoice date
- Click on the Receive Check Box
- Click on the Receive Button

**Southern Nevada Regional Housing Authority  
Contract Processing**

**Receiving in Yardi**

http://yardi.snrha.local/?PO=7695 - Yardi Systems, Inc. - Receive Selected POs - Windows Internet Explorer provided by SNRHA

**Receive Selected POs**

Filter Criteria				Receive PO Data			
Vendor	<input type="text"/>	Item Type	<input type="text"/>	Date Received	<input type="text" value="08/20/2012"/>		
Purchase Order	<input type="text" value="7695"/>	Location	<input type="text"/>				
Requested By	<input type="text"/>						

Property	PO	Quantity Ordered	Meas	Count	Item Type	Inventory Location	Description	Quantity Received	Date Received	Receive Close
phamp320	7695	5000.0000	each	1			AMP320 Fiscal Year 2013	500.0000	08/20/2012	<input type="checkbox"/> <input type="checkbox"/>

- The above summary screen will confirm your entry

**Southern Nevada Regional Housing Authority  
Contract Processing**

**Receiving in Yardi**

http://yardi.snrha.local/?PO=7695 - Yardi Systems, Inc. - Receive Selected POs - Windows Internet Explorer provided by SNRHA

**Receive Selected POs**

Filter Criteria				Receive PO Data	
Vendor	<input type="text"/>	Item Type	<input type="text"/>	Date Received	08/20/2012
Purchase Order	7695	Location	<input type="text"/>		
Requested By	<input type="text"/>				

Property	PO /	Quantity Ordered	Meas	Count	Item Type	Inventory Location	Description	Quantity Received	Date Received	Receive Close
phamp320	7695	5000.0000	each	1			AMP320 Fiscal Year 2013	500.0000	08/20/2012	<input checked="" type="checkbox"/> <input type="checkbox"/>

- The above summary screen will confirm your entry



Southern Nevada Regional Housing Authority  
Contract Processing

Receiving in Yardi

The screenshot shows the 'Receive Selected POs' interface in a web browser. The browser address bar shows 'http://yardi.snrha.local/?PO=7695 - Yardi Systems, Inc. - Receive Selected POs - Windows Internet Explorer provided by SNRHA'. The interface is divided into two main sections: 'Filter Criteria' and 'Receive PO Data'. The 'Filter Criteria' section includes fields for Vendor, Purchase Order (7695), Requested By, Item Type, and Location. The 'Receive PO Data' section includes a Date Received field (08/20/2012) and buttons for Set Locations, Set All Dates, Check Rcv, and Check Close. Below these sections, there are buttons for Submit, Clear, Close, and Help. A table with 1 row returned is displayed, with columns for Property, PO, Quantity Ordered, Meas, Count, Item Type, Inventory Location, Description, Quantity Received, Date Received, and Receive Close. The 'Quantity Received' field in the table is highlighted with a red box.

Property	PO	Quantity Ordered	Meas	Count	Item Type	Inventory Location	Description	Quantity Received	Date Received	Receive Close
phma300	7695	4500.0000	each	1			ANF320 Fiscal Year 2013	4,500.0000		

- If you click submit again you can see that the Purchase order has been reduced by 500.00 with a balance of 4,500.



**Checklist for Non-Construction Contract File**

**TAB 1: CONTRACT**

In File	Initial	
_____	_____	<b>Requisition w/Approvals</b>
_____	_____	<b>Solicitation:</b> _____
_____	_____	Scope of Work
_____	_____	ICE- Independent Cost Estimate
_____	_____	<b><i>Required Documents/Attachments for Non-Construction Contacts</i></b>
_____	_____	HUD Forms 5369-B Instructions to Offerors – Non Construction
_____	_____	Additional Rights and Clauses
_____	_____	HUD Form 5369-C Representations, Certifications, and Other Statements
_____	_____	HUD Form 5370-C Sect I General Conditions – Non Construction
_____	_____	HUD Form 5370-C Sect II General Conditions – Non Construction
_____	_____	Section 3 Business Preference /Certification
_____	_____	Section 3
_____	_____	<b>Advertisement: 14 Days</b>
_____	_____	_____ <b>Dates</b> _____
_____	_____	_____ <b>Dates</b> _____
_____	_____	_____ <b>Dates</b> _____
_____	_____	_____ <b>Dates</b> _____
_____	_____	Proposal Evaluation/ BID Comparison & Recommendation
_____	_____	<b>Pre-Proposal (Bid) Meeting minutes</b>
_____	_____	<b>Solicitation Addendums issued</b>

**TAB 2: CORRESPONDENCE**

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

**TAB 3: INSURANCES / LICENSES CONTRACTORS/SUBCONTRACTOR**

_____	_____	<b>Insurance / License Certificates</b>
_____	_____	a. General Liability Insurance Certificate Exp. Date: _____
_____	_____	b. Professional Liability Insurance Certificate Exp. Date: _____
_____	_____	c. Automobile Liability Insurance Certificate Exp. Date: _____
_____	_____	d. Worker’s Compensation Insurance Certificate Exp. Date: _____
_____	_____	<b>Business License:</b> City _____, State _____ Exp. Date _____
_____	_____	<b>Incorporation/LLP:</b> State _____
_____	_____	<b>Joint Venture Partnership Agreement</b>



**Checklist for Non-Construction Contract File**

**TAB 4 Award Docs**

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

**TAB 5: VERIFICATIONS**

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

**TAB 6: CONTRACT**

\_\_\_\_ **Pre Contract meeting minutes**  
\_\_\_\_ Contract Document  
\_\_\_\_ **Contract Amount: \$** \_\_\_\_\_  
\_\_\_\_ Change Orders No \_\_\_\_\_

\_\_\_\_  
Administrative Assistant (Temporary)

\_\_\_\_  
Date

\_\_\_\_  
Wanda Beckett / Contracts Administrator

\_\_\_\_  
Date

Comments / Notes:



**Checklist for Non-Construction Contract File**

**Checklist for Non-Construction Contract File**



**Checklist for Non-Construction Contract File**

**TAB 1: CONTRACT**

In File	Initial	
_____	_____	<b>Requisition w/Approvals</b>
_____	_____	<b>Solicitation:</b> _____
_____	_____	Scope of Work
_____	_____	ICE- Independent Cost Estimate
_____	_____	<b><i>Required Documents/Attachments for Non-Construction Contracts</i></b>
_____	_____	HUD Forms 5369-B Instructions to Offerors – Non Construction
_____	_____	Additional Rights and Clauses
_____	_____	HUD Form 5369-C Representations, Certifications, and Other Statements
_____	_____	HUD Form 5370-C Sect I General Conditions – Non Construction
_____	_____	HUD Form 5370-C Sect II General Conditions – Non Construction
_____	_____	Section 3 Business Preference /Certification
_____	_____	Section 3
_____	_____	<b>Advertisement: 14 Days</b>
_____	_____	_____ <b>Dates</b> _____
_____	_____	_____ <b>Dates</b> _____
_____	_____	_____ <b>Dates</b> _____
_____	_____	_____ <b>Dates</b> _____
_____	_____	Proposal Evaluation/ BID Comparison & Recommendation
_____	_____	<b>Pre-Proposal (Bid) Meeting minutes</b>
_____	_____	<b>Solicitation Addendums issued</b>

**TAB 2: CORRESPONDENCE**

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

**TAB 3: INSURANCES / LICENSES CONTRACTORS/SUBCONTRACTOR**

_____	_____	<b>Insurance / License Certificates</b>
_____	_____	a. General Liability Insurance Certificate Exp. Date: _____
_____	_____	b. Professional Liability Insurance Certificate Exp. Date: _____
_____	_____	c. Automobile Liability Insurance Certificate Exp. Date: _____
_____	_____	d. Worker's Compensation Insurance Certificate Exp. Date: _____
_____	_____	<b>Business License:</b> City _____, State _____ Exp. Date _____
_____	_____	<b>Incorporation/LLP:</b> State _____
_____	_____	<b>Joint Venture Partnership Agreement</b>



**Checklist for Non-Construction Contract File**

**TAB 4 Award Docs**

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

**TAB 5: VERIFICATIONS**

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

**TAB 6: CONTRACT**

\_\_\_\_ **Pre Contract meeting minutes**  
\_\_\_\_ Contract Document  
\_\_\_\_ **Contract Amount: \$**\_\_\_\_\_  
\_\_\_\_ Change Orders No \_\_\_\_\_

\_\_\_\_\_  
Administrative Assistant (Temporary)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Wanda Beckett / Contracts Administrator

\_\_\_\_\_  
Date

Comments / Notes:

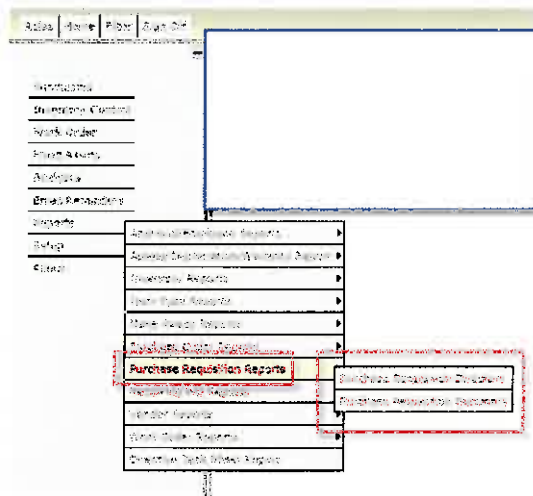


**Checklist for Non-Construction Contract File**

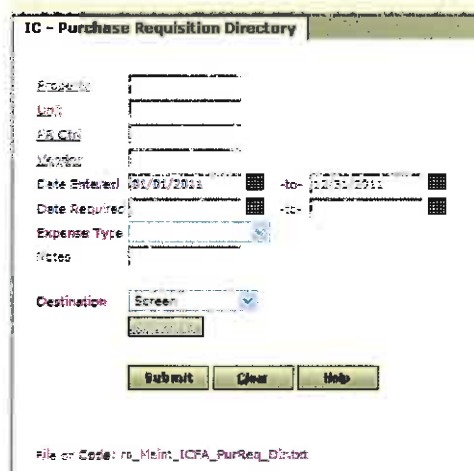
**Checklist for Non-Construction Contract File**

**REPORTS – There are currently two reports available.**

Please note the report path for your menu here:



Purchase Order Directory - Enter appropriate info in the report filter



The screenshot shows a web form titled 'IC - Purchase Requisition Directory'. The form contains several input fields: 'Expense' (text), 'Unit' (text), 'PR Ctr' (text), 'Month' (text), 'Date Entered' (calendar icon) with a value of '01/01/2011', 'Date Required' (calendar icon) with a value of '12/31/2011', 'Expense Type' (dropdown menu), and 'Notes' (text area). There is also a 'Destination' dropdown menu set to 'Screen'. At the bottom of the form are three buttons: 'Submit', 'Clear', and 'Help'. Below the form, the file path 'File or Code: re\_Maint\_ICFA\_PurReq\_Dir.txt' is displayed.

**Purchase Requisition Directory**

Date Entered from 01/01/2011 to 12/31/2011

PR No.	Vendor	Expense Type	Date Entered	Date Required	Notes
2		2,000 Under	06/14/11	07/01/11	Testing 2,000 Under Category
3		2,001 to to 99,999	06/14/11	06/30/11	Test 15,000
4		2,001 to to 99,999	06/14/11	06/30/11	Test 50,000
5		Appliances New	06/14/11	07/15/11	
6		Appliances New	06/15/11		
7		Structural	06/15/11		
8		HVAC	06/15/11		
9		2,001 to to 99,999	06/15/11		Test Unapprove
10		Appliances New	06/16/11	07/15/11	Refrigerators for Warehouse





Purchase Order Summary - Enter appropriate info in the report filter

**IC - Purchase Requisition Summary**

Requested By:   
 Vendor:   
 Date Entered:  -to-   
 Date Required:  -to-   
 Expense Type:   
 Order Status:  Not Yet Ordered  
 Destination:  Screen

File or Codes: ra\_Maint\_1CFA\_PurReq\_Summ.txt

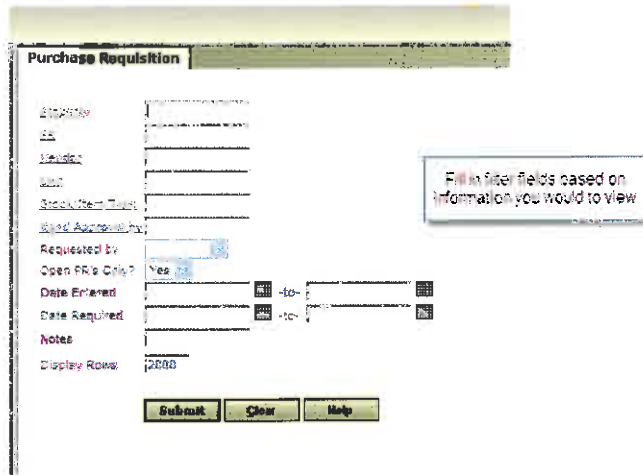
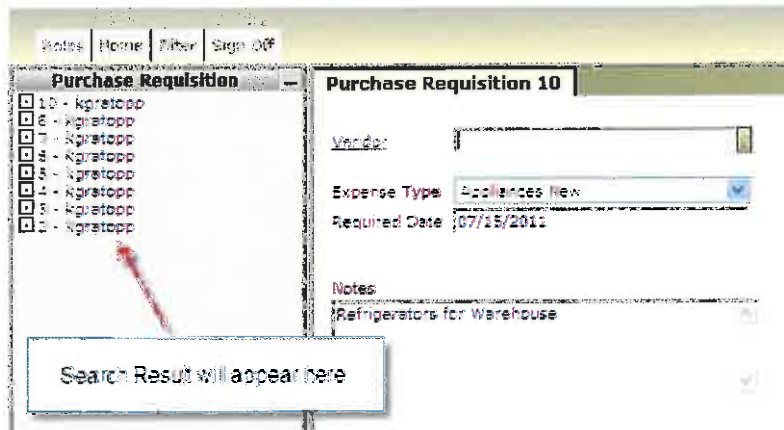
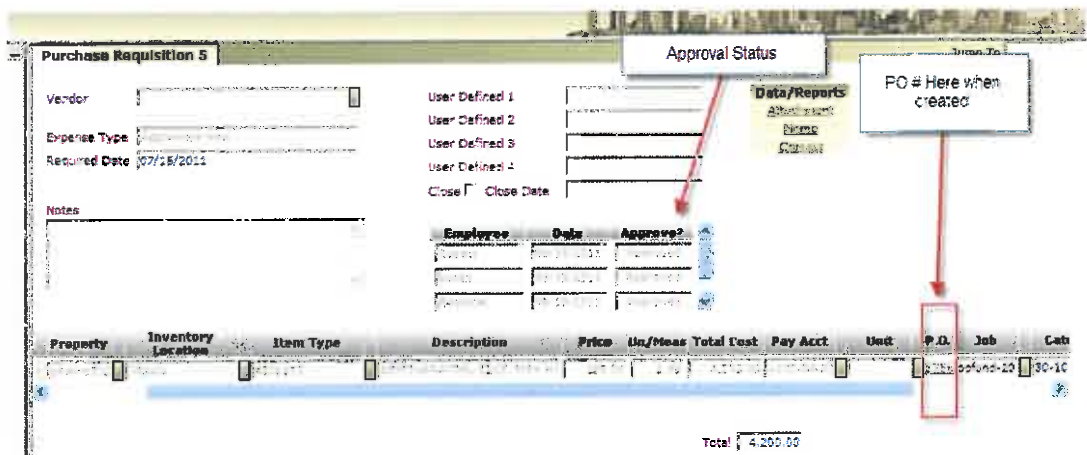
Purchase Requisition Summary

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

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

Viewing requisitions on your screen:

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

Property	Inventory Location	Item Type	Description	Price	Un/Meas	Total Cost	Pay Acct	Unit	P.O.	Job	Cat

Total: 4,200.00



12.2

# **Appendix H**

## **Corrective Action Request (CAR)**



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



**CORRECTIVE ACTION REQUEST (CAR)**

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

Section 1: To be completed by the requestor			
Person submitting form:		Today's Date:	
Department:	Phone #:	922-:	Email: @snvrha.org
Describe the problem or reason for change. Use additional paper if necessary. Attach any relevant records or documents		What is your suggested solution?	
Section 2: To be completed by the Review Staff			
Form Document	Procedure Other:	Approved Denied Date:	Reason for Denial:
What action taken has been, or will be, taken to correct the identified problem or concern?			
Effective Date: _____			
Departments Affected by Change			
Admissions Approval Signature:	Maintenance Approval Signature:	Modernization & Development Approval Signature:	
Affordable Housing Approval Signature:	Operations Approval Signature:	Procurement / Contracts Approval Signature:	
Executive Office Approval Signature:	Supportive Services Approval Signature:	Training Approval Signature:	
Finance Approval Signature:	Warehouse Approval Signature:	Information Technology Approval Signature:	
Housing Programs Approval Signature:	Other Approval Signature:	Review Staff Member Name:	
HQS Inspections Approval Signature:	Signature / Date:	Department Director Name:	
Human Resources Approval Signature:	Sign / Date	Deputy Executive Director	
Information Technology Approval Signature:	Sign / Date	Executive Director	
Review Staff Member Name:	Signature / Date:	Dwayne Alexander	
Department Director Name:	Sign / Date	John Hill	
Deputy Executive Director	Sign / Date		
Executive Director	Sign / Date		



# Appendix I

## Construction Weekly Progress Report



Southern Nevada  
Regional Housing Authority  
Construction Weekly Progress Report

Date	SNRHA Contract No.	Name SNRHA Technical Contact	
Contractor Name		Contractor Representative Name	
Contractor Address		Office Phone No.	
Email Address	Cell Phone No.	Fax No.	

Description of Project:

---

Section 3 Issues:      \_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, please explain below

---

Performance Issues:      \_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, please provide a brief explanation and attach supporting documentation.

---

Change Order:      \_\_\_\_\_ Yes      \_\_\_\_\_ No      Change Order#: \_\_\_\_\_

Please provide an explanation of the change order result and attach supporting documentation.

---

Meeting Minutes:

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SNRHA Technical Representative Signature

Date



## APPENDIX 2

# PROCESSING MODERNIZATION AND DEVELOPMENT DEPT. PROCUREMENTS



**Documents Required to Process Requisitions (Create POs) for MOD DEV  
IFB/RFP/RFQs Completed by Development & Modernization**

Procurement Procedure -

Upon Receipt of Approved Requisitions or as Advance Coordinated Between Departments,  
Provide the Following:

Copy of Solicitation

- Amendments

Advertisement or Announcement of Opportunity

- Distribution/E-Mail of Bid Announcements
- E-Mail of Announcement if Applicable/Suppliers sent Solicitations

Bid Conference/Interested Parties

- Interested Parties List/Sign-in Sheet
- Minutes if Applicable

Copy of Bids

- Bid Tabulation Form with Staff/Opening Signature
- Evaluations and Analysis of RFPs if Required
- o Panel Evaluations of Proposal Evaluations (Based on Bid Method)
- (1) Bid Responses
- o Pricing Analysis

Award

- Signed Contract
- Background Checks
- Notice to Proceed
- New Contractors Requirements for Adding to YARDI:





- o License
- o Insurance
- o Disclosure of Ownership Forms
- o W-9

Single or Sole Source – Follow Guidelines/Procedures to include Justification for Award

Procurement Dept. revision 06-02-15



## Appendix 3

# SUMMARY OF HUD REQUIREMENTS



**PROCUREMENT METHODS**

The following procurement chart summarizes for Public Housing Authorities the different methods of procurement as defined in the HUD Procurement Handbook 7460.8 Rev 2.

<b>HUD – Methods Of Procurement</b> <i>Comparison Chart</i>					
	<b>Small Purchases</b>		<b>Sealed Bids</b>	<b>Competitive Proposals</b>	<b>Non-Competitive</b>
	Micro Purchases Up to \$2,000.00	\$2,000 to \$100,000	\$100,000 and higher	\$100,000 and higher	
Obtain Bids	Solicit ONE quote In Writing Or Verbally	Solicit <b>REASONABLE</b> number of quotes  In Writing Or Verbally	<ul style="list-style-type: none"> <li>• Specification</li> <li>• IFB</li> <li>• Advertise</li> <li>• Open Publicly</li> </ul>	<ul style="list-style-type: none"> <li>• Scope of Work</li> <li>• RFP <i>Factors</i> <i>Relative Importance</i> <i>Evaluate</i></li> <li>• Advertise</li> </ul>	<b>ONLY ONE BIDDER</b>
Award Contract	Single Quote No Competition	<ul style="list-style-type: none"> <li>• Requires Competition {recommend a minimum of three}</li> <li>• Awarded to "Best Value"</li> </ul>	<ul style="list-style-type: none"> <li>• Requires Competition</li> <li>• Always an Apparent Low Bidder</li> <li>• Awarded to Lowest Cost</li> <li>• Fixed Firm Price Contract.</li> </ul>	<ul style="list-style-type: none"> <li>• Requires Competition</li> <li>• Awarded to Most Advantageous (Best Overall Value)</li> </ul>	<ul style="list-style-type: none"> <li>• Available only from a single source.</li> <li>• Public extengency or emergency exits.</li> <li>• HUD Approves.</li> <li>• Lack of competition</li> </ul>
Prove Cost Reasonableness	Signature signifies that the cost is reasonable.	Apparently obvious or price analysis	Price Analysis	<ol style="list-style-type: none"> <li>1. Price Analysis {Qualifications &amp; Cost}</li> <li>2. Cost Analysis {Qualifications ONLY}</li> </ol>	Cost Analysis
Independent Cost Analysis	Not Required	Required	Required	Required	Required
Bonding Requirements	Not Required	Not Required	Required for construction contracts.	Not Required	Required for construction contracts.
Wage Rates	Not Required	Required for construction & maintenance contracts.	Required for construction & maintenance contracts	Not Required	Required for construction contracts over \$2,000.
Required HUD Forms	Not Required	General - Table 5.1 Construction HUD 5370-EZ or HUD 5370 Maintenance – Table 5.1 Sect. II-HUD 5370-C	Non-Construction HUD-5369-B HUD-5369-C HUD-5370-C Construction HUD-5369 HUD-5369-A HUD-5370	Non-Construction HUD-5369-B HUD-5369-C A/E Contract HUD-51915	See small purchases, sealed bids and competitive proposals.
Check List of Parties Excluded from Federal Procurement	Required	Required	Required	Required	Required
Check List of Denial of Participation	Required	Required	Required	Required	Required
Documenting Rationale for Award	Historical Data	Historical Data or written summary {Finding of Fact}	Historical Data or written summary {Finding of Fact}	Written Summary {Finding of Fact}	Written Summary {Finding of Fact}



## **APPENDIX 4**

### **Checklist for Non-Construction & Construction Contract File**



**Checklist for Non-Construction & Construction Contract File**

**TAB 1: CONTRACT (from back to forward) or setup solicitation in a separate files**

In File	Initial	
_____	_____	<b>Requisition w/Approvals</b>
_____	_____	<b>Solicitation:</b> _____
_____	_____	Scope of Work
_____	_____	ICE- Independent Cost Estimate
<b><i>Required Documents/Attachments for Non-Construction &amp; Construction Solicitations and Contacts per HUD 7460.8</i></b>		
_____	_____	HUD Forms _____
_____	_____	Additional Rights and Clauses
_____	_____	HUD Form _____
_____	_____	HUD Form _____
_____	_____	HUD Form _____
_____	_____	Section 3 Business Preference /Certification
_____	_____	Mandatory Section 3
_____	_____	<b>Advertisement: 14 Days</b>
		_____ <b>Dates</b> _____
		_____ <b>Dates</b> _____
		_____ <b>Dates</b> _____
		_____ <b>Dates</b> _____
_____	_____	Pre-Proposal (Bid) Meeting minutes
_____	_____	Solicitation Addendums issued
_____	_____	Proposal Evaluation/ BID Comparison & Recommendation

**TAB 2: CORRESPONDENCE**

_____	_____	Contact Tracking Form
_____	_____	Memo to File – Summarized Procurement Activity
_____	_____	Award /No Award Letters

**TAB 3: INSURANCES / LICENSES CONTRACTORS/SUBCONTRACTOR**

_____	_____	<b>Insurance / License Certificates</b>
_____	_____	a. General Liability Insurance Certificate Exp. Date: _____
_____	_____	b. Professional Liability Insurance Certificate Exp. Date: _____
_____	_____	c. Automobile Liability Insurance Certificate Exp. Date: _____
_____	_____	d. Worker's Compensation Insurance Certificate Exp. Date: _____
_____	_____	<b>Business License:</b> City _____, State _____ Exp. Date _____
_____	_____	<b>Incorporation/LLP:</b> State _____
_____	_____	<b>Joint Venture Partnership Agreement</b>
_____	_____	<b>Certificates, etc.</b>

