



**SOUTHERN NEVADA REGIONAL
HOUSING AUTHORITY**

**INVITATION FOR BIDS (IFB)
FOR
WINDOW GLASS & DOOR REPLACEMENT SERVICES**

TO RESPOND TO THIS IFB, PLEASE REFER TO PAGE 4

**IFB NO. B25002
AUGUST, 2024**

**Submission Deadline:
FRI, SEPT 5, 2024, 2:00PM (PST)**

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

Tel: (702) 477-3144 - Fax: (702) 922-6648 - TDD: (702) 387-1898



INVITATION FOR BID – TABLE OF CONTENTS

	DESCRIPTION	PAGE
	SNRHA's Narrative of Services	3
	IFB Information At-A-Glance	4
1.0	SNRHA'S Reservation of Rights	5
2.0	Scope of Work/Technical Specifications	6
2.1	General Requirements	6
2.2	Procedure to Award Task Orders	6
2.3	Time Frame	6
2.4	Window Specifications	7
2.5	Clean Up	7
2.6	Warranty/Guarantee	7
2.7	Current Contractor	7
3.0	Bid Format	7
3.1	Tabbed Bid Submittal	7
3.2	Entry of Proposed Fees	10
4.0	Bid Submission	13
4.1	Submission Conditions	13
4.2	Submission Responsibilities	14
4.3	Bidder's Responsibilities - Contact with the SNRHA	14
4.4	Question & Answer Period in Lieu of Pre-Bid Conference	14
5.0	Bid Evaluation/Results	14
5.1	Bid Results	15
5.3	Responsive Evaluation	15
5.4	Responsible Evaluation	15
5.5	Restrictions	15
6.0	Contract Award	15
6.1	Lowest Responsive and Responsible Bidder	15
6.2	Contract Award Procedure	15
6.3	Contract Conditions	16
6.4	Ethics in Public Contracting	16
6.5	Contract Period	18
6.6	Licensing & Insurance Requirements	18
6.7	Contract Service Standards	18
7.0	SNRHA Property Listing	19
8.0	Recap of Attachments	20



SNRHA's NARRATIVE OF SERVICES

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

SNRHA currently owns and manages 17 public housing properties, 386 scattered site units (single-family homes) totaling 1,890 public housing units. A total of 5,055 residents are served under this program. Of the 17 public housing properties 14 are conventional public housing, three (3) designated senior developments, two (2) designated as elderly/disabled developments, nine (9) are designated as family developments. The remaining three (3) properties are Mixed Finance public housing properties designated as family developments.

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

SNRHA owns and manages an additional 1,035 affordable housing units (non-subsidized) which includes two (2) mobile home parks, two (2) senior site, four (4) family sites and 132 scattered site units (single-family homes) including NSP single-family homes located in Clark County, Henderson and City of North Las Vegas. Additionally, SNRHA manages thirty-eight (38) NSP single-family homes for the City of Las Vegas. The SNRHA helps provide housing to approximately 2,147 residents under this program.

SNRHA through its preservation efforts recently converted ten (10) properties from Public Housing to Project-Based Vouchers through the Rental Assistance and Demonstration Program (RAD) totaling 1,104 units, plus 8 HOME units serving a total of 1,222 residents under this program.

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

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

Emerging Small Businesses (ESB), Minority, Women-Owned and Small Business Enterprises are encouraged to participate in this Solicitation Process. For additional information regarding ESB, please contact Rosa Morena of the Governor's Office at (702) 486-2119 or 702-486-4671 at rosamoreno@goed.nv.gov, esbprogram@goed.nv.gov, or www.diversifynevada.com/esb.



IFB INFORMATION AT-A-GLANCE

<p>SNRHA CONTACT PERSON: Contact with any other staff, resident or Commissioner of the SNRHA regarding this Solicitation is prohibited and is grounds for rejection of bid. No Exceptions.</p>	<p>Linda P. Simpson, Contracts Administrator Telephone: (702) 477-3144 TDD: (702) 387-1898 Email: psimpson@snvrha.org or if not available, contact Johnny Shaw, Contracts Administrator Telephone: (702) 477-3146 Email: jshaw@snvrha.org</p>
<p>HOW TO OBTAIN THE IFB DOCUMENTS ON THE APPLICABLE INTERNET SITE:</p>	<p>1. DOWNLOAD AND RESPOND TO THIS SOLICITATION: Housing Agency Marketplace website: https://ha.internationaleprocurement.com Registered Users: Log in and insert Solicitation No. IFB B25002 Non-Registered Users: You must first register your company before downloading the Solicitation. Click on "New Vendor" to register. Problems accessing or registering your company, call 866-526-9266, 9AM Eastern – 4PM Pacific, M-F 2. DOWNLOADS ONLY: SNRHA website: www.snvrha.org click on Procurement and "Current Bid Invitations" and proceed to the appropriate solicitation number. Problems downloading the Solicitation, call (702) 477-3160, M-Th, 7AM-6PM PST</p>
<p>In Lieu of Pre-Bid Conference QUESTIONS & ANSWERS DEADLINE: All questions and answers shall be submitted in writing at https://ha.internationaleprocurement.com</p>	<p>Thurs., August 8, 2024 – Thurs., August 22, 2024, 2:00 PM (PST) No questions will be taken after this period, unless extended.</p>
<p>BID SUBMITTALS & DEADLINE:</p>	<p>Southern Nevada Regional Housing Authority Contracts & Purchasing Office 340 N. 11th Street, Suite 140 Las Vegas, NV 89101 Attn: Linda P. Simpson, B25002 Window Glass Replacement Services 1 Sealed, Hard Copy Bid Due: Thurs., Sept 5, 2024, 2:00 PM (PST) at the above-stated address Proposed Fees Due: Thurs., Thurs., Sept 5, 2024, 2:00 PM (PST) at https://ha.internationaleprocurement.com</p>
<p>ANTICIPATED APPROVAL BY SNRHA BOARD OF COMMISSIONERS, if necessary</p>	<p>Thursday, September 19, 2024, 12N</p>
<p>Women and/or minority-owned companies are encouraged to respond to this solicitation. In addition, the SNRHA encourages the same to register with the Emerging Small Business Program of the Nevada Governor's office at esbprobram@goed.nv.gov for the increased business opportunities. Contact Rosa Moreno at 702-486-2700.</p>	



1.0 SNRHA'S RESERVATION OF RIGHTS:

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



- 1.10** The SNRHA reserves the right to reject and not consider any bid of which communication between a Bidder and a member of the SNRHA staff, its Residents or Board of Commissioners is violated. Communication regarding this Bid is prohibited from the time the Bid is advertised until the Bid is recommended for award of a contract. Questions pertaining to this Bid shall be addressed only to the “Designated Contact(s) as specified on the previous page of this document. Failure to comply with this requirement shall result in the Bid being considered nonresponsive.
- 1.11** The SNRHA shall reserve the right to at any time during the IFB or contract process to prohibit any further participation by a proposer or reject any bid submitted that does not conform to any of the requirements detailed herein. **By accessing the Housing Agency Marketplace eProcurement website at <https://ha.internationaleprocurement.com> and downloading and responding to this Solicitation, each prospective Bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet site, and further agrees that he/she will inform the SNRHA PM in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the SNRHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the SNRHA, but not the prospective proposer, of any responsibility pertaining to such issue.**
- 2.0 Scope of Work/Technical Specifications:** The SNRHA is seeking bids from qualified and licensed companies to provide window glass and door replacement services on an as-needed basis. Also, be advised that the SNRHA may award multiple contracts for these service if it deems it’s necessary to do so.
- 2.1 General Requirements:** The SNRHA may periodically require Contractors to supply and install both windows and/or glass doors.
- 2.2 Procedure to Award Task Orders:** When the need for services become available, the SNRHA Representative will deliver to the Contractor by fax or email a Task Order. The Task Order will include a complete description of the repair(s) or services. The Contractor shall complete the Task Order and shall include a complete description of the services including costs and completion time frames, and will return the completed form to the SNHRA. The Contractor and the SNRHA shall arrive at an agreed-upon cost and the Contractor proceed with the work. All work shall be completed in accordance with latest industry standards, including Sigma A-3000.
- 2.2.1 Completion of Task Orders:** Once the Contractor has completed the requested work, he/she shall obtain a signature from the SNRHA on-site personnel certifying that the work was completed in a satisfactory manner. Contractor will proceed with the work, including clean-up upon completion. All work will be completed in accordance with industry standards.
- 2.3 Time-frame:** Though same-day service is preferred, windows will be repaired and reinstalled by the Contractor at least within 24 hours of receipt of Task Order. Unless other arrangements are made with SNRHA Representative, such work shall be completed during normal business hours, Monday-Thursday (except legal holidays), 7:00 a.m. – 6:00 p.m. If the contractor is not able to complete the work within the required 24-hour period, he/she shall secure the service-site in a manner approved by SNRHA.



- 2.4 **Window Specifications:** Any window installed and/or repaired shall meet or exceed existing unit specifications, inclusive of muntins. All insulated unites shall have an aluminum spacer and/or swiggle if necessary and if required by the SNRHA. All window units shall be measured as a part of the proposed cost. Window screen shall also be reinstalled.
- 2.5 **Clean-up:** The Contractor shall clean-up and remove from the site all debris, including broken glass, in the immediate service area upon completion of job. Such clean up shall occur both when the window is removed and when it is reinstalled.
- 2.6 **Warranty/Guarantee:** All work provided by any contractor pursuant to any contract that ensues from this IFB shall be warranted or guaranteed for workmanship by that contractor for a period of time of not less than 1 year (this does not overrule the product guarantee or warranty and does not, of course, apply to damage or Acts of God).
- 2.7 **Current Contractor:** The current contractor for these services is Rapid Glass, who was retained in 2022 pursuant to IFB B22001. The SNRHA has spent an estimated cost of \$230,000.00 with this contractor for the last 3 years. This contract was due to expire on September 30, 2026, however this contractor has decided to retire at the end of this term, September 30, 2024.

3.0 **BID FORMAT:**

3.1 **Tabbed Bid Submittal:** So that the SNRHA can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the noted sequence. Each category must be separated by numbered index dividers and labeled with the corresponding tab reference as noted below. None of the proposed services may conflict with any requirement the SNRHA has published herein or has issued by addendum.

3.1.1 **Tab No. 1: Form of Bid:** This Form is attached hereto as Attachment A to this IFB Document. This 2-page Form must be fully completed executed where provided thereon and submitted under this tab as a part of the Bid submittal.

3.1.2 **Tab No. 2: Disclosure of Ownership and Conflict of Interest Forms:** These forms are attached as Attachment B to this IFB Document and must be fully completed, executed and submitted under this tab as a part of the Bid submittal.

3.1.3 **Tab No. 3: Required Solicitation Forms: HUD & SNRHA Forms:** The following forms are attached as Attachment C to this IFB Document and must be utilized and/or executed and returned under this Tab:

3.1.3.1 HUD Form 5369-B, *Instructions to Offerors, Non-Construction; (Keep for your records)*

3.1.3.2 HUD Form 5369-C, *Certifications and Representations of Offerors, Non-Construction; (Return under this Tab)*

3.1.3.3 HUD Form 5370-C), *General Conditions for Non-Construction Contracts – Sections 1 and 2 (Keep for your records)*

3.1.3.4 SNRHA Sample Task Order Form (FYI)

3.1.3.5 SNRHA Drug-Free Workplace Certification, **(Return under this Tab)**

3.1.3.6 Authorization to Release Information, **(Return under this Tab)**

3.1.3.7 Non-Collusive Affidavit Certification, **(Return under this Tab)**

3.1.4 **Tab No. 4:** **Proposed Services:** As more fully detailed within Section 2.0, *Scope of Bid/Technical Specifications*, of this document, the bidder shall clearly detail at a minimum, under this tab, the following information:

3.1.4.1 The Bidder's Demonstrated Understanding of the SNHRA's requirements (has a knowledge and understanding of the Scope of Work to be performed);

3.1.4.2 The Bidder's Technical Approach, including, if appropriate, labor categories, estimated hours and skill mix) and the Bidder's Proposed Work Plan to provide the required services;

3.1.4.3 The Bidder's Technical Capabilities (in term of personnel, equipment and materials) and Management Plan (including staffing of key positions, method of assigned work and procedures for maintaining level of service, etc);

3.1.4.4 The Bidder's Demonstrated Experience in performing similar work and the Bidder's Demonstrated Successful Past Performance (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this Solicitation;

3.1.4.5 The Proposed Quality Control Program;

3.1.4.6 An explanation and copies of forms that will be used and report that will be submitted and the method of such reports (i.e., written, fax, internet, etc)

3.1.4.7 If appropriate, how staff are retained, screened, trained and monitored; and

3.1.4.8 A complete description of the products and services the firm provides.

3.1.5 **Tab No. 5:** **Managerial Capacity/Financial Viability:** The Bidder must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief resumes for the persons identified within the Key Personnel Section of Attachment B, Disclosure of Ownership Form. Such information shall include the Bidder's qualifications



to provide the services; a description of the background and current organizational chart of the company.

- 3.1.6 Tab No. 6: Reference Information:** The Bidder shall submit a listing of former or current references, including Public Housing Agencies, for whom the bidder has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
- 3.1.6.1** The client's name;
 - 3.1.6.2** The client's address;
 - 3.1.6.3** The client's telephone number; and
 - 3.1.6.4** A brief description and scope of service(s) and the dates the services were provided.
- 3.1.7 Tab No. 7: Equal Employment Opportunity:** The Bidder must submit under this tab a copy of its Equal Opportunity Employment Policy.
- 3.1.8 Tab No. 8: Subcontractor/Joint Venture Information (Optional Item):** The bidder shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the Bid is a joint venture with another firm. Please remember that all information required from the bidder under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture. If the Bidder does not claim any Joint Venture Partnerships, please place under this tab a statement that reads, "NO SUBCONTRACTOR/JOINT VENTURE PARTNERSHIPS CLAIMED".
- 3.1.9 Tab No. 9 SNRHA's Section 3 Clause and Contractor Initial Response Form:** The SNRHA is required by HUD to implement its Section 3 Plan to the greatest extent feasible for any new contracts that has a labor component for employment opportunities for small businesses and low-income resident/persons as it is subject to the terms and conditions under Section 3 of the HUD Act of 1968, as amended, 12. U.S.C 1701u. Please acknowledge acceptance and receipt by signature and return of the Section 3 Clause and Contractor Initial Response Form under this Tab of your Bid. (See Attachment D).
- 3.1.10 Tab No. 10: Other Information (Optional Item):** The Bidder may include under this tab any other general information that he/she believes is appropriate to assist the SNRHA in its evaluation.
- 3.1.11 If No Information Submitted:** If no information is to be placed under any of the tabs (especially the "Optional" tabs), please place a statement such as, "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK". DO NOT eliminate any of the tabs.



3.1.12 Bid Submittal Binding Method: It is preferred and recommended that the Bidder bind the Bid submittals in such a manner that the SNRHA can, if needed, remove the pages from the binder (i.e. 3-ring binder w/tabs) to make copies then return the Bid submittal to its original condition.

3.2 Entry of Proposed Fees: To ensure the accuracy of your cost, each bidder must enter their proposed fees for each listed item where provided within the <https://ha.internationaleprocurement.com> Internet System. Further, to ensure SNRHA's receipt of your cost, upon completion of entering your cost, please print it out, sign and date the cost sheet and place it under Tab 4 with your Proposed Services. Please note that the proposed fees submitted by each Bidder are inclusive of all necessary costs to provide the proposed services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance; long distance phone calls; document copying, etc. For each item, the following "Description" is not to be considered to be a definitive or "all inclusive" description, but each are brief descriptions designed to give the prospective bidders a general "idea" of each item.

3.2.1 Specific line items to be priced: Once a Bidder has entered the unit costs and the number of estimated hours within the ha.economicengine.com Internet System for the items listed below, the System will automatically calculate the listed quantities multiplied by the proposed unit fees entered. The Total Calculated Cost shall determine the Lowest Bidder. **You must enter a firm-fixed fee for each item and please note, a "No-Charge" is allowed for several of the pricing items.**

3.2.2 The following items shall be priced only on the Internet System in 5 Lots. Each Lot representative of the following Fiscal Years: FY25, FY26, FY27, FY28 and FY29:

IFB Section	Item	Qty	U/M	Description
3.2.2.1	1	500	SF	Glass, Single-Strength (Product Only)
3.2.2.2	2	100	SF	Glass, Double-Strength (Product Only)
3.2.2.3	3	200	SF	Glass, 1/4" Clear Tempered (Product Only)
3.2.2.4	4	200	SF	Glass, Obscure, Double-Strength (Product Only)
3.2.2.5	5	50	EA	Retrofit Window, Dual Insulated, Standard Clear 3/4" OA (Product Only)
3.2.2.6	6	400	SF	Insulated Units, 1/2" OA, Clear (Product Only)
3.2.2.7	7	100	SF	<i>Insulated Units, 5/8" OA, Clear (Product Only)</i>



IFB Section	Item	Qty	U/M	Description
3.2.2.8	8	200	SF	<i>Insulated Units, 3/4" OA, Clear (Product Only)</i>
3.2.2.9	9	200	SF	Insulated Units, 3/4" OA, OBS (Product Only)
3.2.2.10	10	100	SF	Tempered Insulated Units 1/2" OA, Clear (Product Only)
3.2.2.11	11	100	SF	Tempered Insulated Units, 5/8" OA, Clear (Product Only)
3.2.2.12	12	100	SF	Tempered Insulated Units, 3/4" OA, Clear (Product Only)
3.2.2.13	13	100	SF	Tempered Insulated Units, 3/4" OA, (Product Only)
3.2.2.14	14	200	SF	Tempered Patio Glass, Single-Pane, 3/16" OA, Clear (Product Only)
3.2.2.15	15	200	SF	Tempered Patio Glass, Single-Pane, 1/4" OA, Clear (Product Only)
3.2.2.16	16	100	SF	Tempered Patio Glass, Single-Pane, 5/8" OA, Clear (Product Only)
3.2.2.17	17	100	SF	Tempered Gray Lite, Single Pane (Product Only)
3.2.2.18	18	100	SF	Tempered Gray Lite, Dual-Pane (Product Only)
3.2.2.19	19	50	SF	1/4" Misco Wire Glass (Product Only)
3.2.2.20	20	100	SF	Commercial Door Lights (Product Only)
3.2.2.21	21	100	SF	Muntins (Product Only)
3.2.2.22	22	100	Ea	Trip Charge (Crew): (Optional) This charge is sometime referred to as a Mobilization charge. If the Bidder chooses to enter a "No Charge" for this item, such means that, if awarded the Contract, the Contractor will not ever, during the term of the contract, receive payment for this service, though the Contractor will provide such service at the request of the SNRHA at any time and at any quantity during the contract period.
3.2.2.23	23	30	Hrs	Supervisor/Foreman (Additional Labor): The Contractor's assigned skilled staff person who has responsibility to supervise the work at the SNRHA site. This person may, while supervising, also perform work typically assigned to the Installer or the Laborer. It is understood that a Supervisor position will be paid by the SNRHA only if there are three or more persons working on the site at the same time; if there is less than three persons working at the same time, the SNRHA will only pay for such staff at the level they are actually working (i.e. Installer and/or Laborer)
3.2.2.24	24	400	Hrs	Installer (Additional Labor): The Contractor's assigned skilled person who typically performs the required work detailed within the Pricing Items.
3.2.2.25	25	400	Hrs	Laborer (Additional Labor): The Contractor's assigned person who performs the unskilled labor services to assist the other described staff.



IFB Section	Item	Qty	U/M	Description
3.2.2.26	26	5,000	\$	Additional Supplies/Materials that may be needed that the Contractor is not required to provide. (See further explanation in Section 3.3)
3.2.2.27	Determination of the Lowest Calculated Cost: After a Bidder has entered where provided within the noted Internet System his/her proposed unit costs for each of the above pricing items, the Systems will automatically multiply the proposed unit costs by the listed quantities. The total sum of all of the line items shall be the Total Calculated Cost that will determine which bidder is the lowest bidder.			
3.2.2.28	Assumption: It shall be the SNRHA's assumption that the successful Bidder has based his/her proposed pricing for the above-stated items upon the proposed hourly rates submitted and by submitting a bid in response to this IFB, the successful Bidder automatically agrees that such is accurate. Accordingly, the SNRHA may use such assumption, if necessary, to do any lump-sum bid breakdown calculations during the term of the ensuing contract.			

3.3 Additional Materials/Supplies/Equipment that may be required: It is possible that the SNRHA may require additional materials in support of labor identified within the preceding 3.2.1. In such case, the SNRHA and the Contractor will negotiate a cost based upon a "time plus materials" basis. The Bidder shall enter this item (costs pertaining to line Item 26) as a percentage over cost. For instance, **if the Bidder wishes to provide such items at cost, he/she shall enter "1.00" within the cost area for this item; if the Bidder wishes to provide such materials at 30% over cost, he/she shall enter "1.30" within the cost area for this item; and so forth. The Internet System will perform the extended calculations.**

3.3.1 Overtime: Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall not be less than time and one half for hours worked in excess of 40 hours per week. The SNRHA shall consider regular time to be Monday-Thursday (excluding holidays) 7:00 AM-6:00PM. Accordingly, the SNRHA will pay a rate of 1.5 of the listed hourly rates pursuant to Pricing Items 23-25 for any work the SNRHA requires the Contractor to work specifically during non- regular-time hours (however, the SNRHA shall not be responsible to pay the Contractor for any work that it chooses to work during non-regular-time- hours).

3.3.2 Quantities: All quantities entered by the SNRHA and within the corresponding pricing items are for calculating purposes only. As detailed within this IFB, the SNRHA does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this IFB as the ensuing contract will be a Requirements Contract, in that the SNRHA shall retain only one Contractor and shall retain the right to order from the Contractor, on a task order basis, any amount of the services the SNRHA requires.

3.3.3 Price Escalation: At the discretion of the SNRHA, at the end of the first one-year contract period (and at the end of any ensuing extended period), there may be an escalation of:

3.3.3.1 Labor Costs allowed, in the same amount of any escalation that occurs pertaining to the State of Nevada Prevailing Wage Rates and/or HUD MWRD. For example, if at the end of the first contract period, the listed State of Nevada Prevailing Wages

Rates/MWRD increase 5% as compared with the listed rates on the date of contract execution, then the Contractor will be entitled to a 5% increase in the labor rates as well. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed wage rate. Such escalations may occur no more than once in any 12 month period without the express written consent of the designated SNRHA contact person (which shall typically only be granted if the noted rates are increased by the responsible governmental agency).

3.3.3.2 Product Costs allowed in the same amount of the nation-wide escalation that the manufacturer implemented for the specific product(s) that the SNRHA procures from the successful bidder. Such notification shall include detailed justification information, including official notices and/or correspondence from applicable manufacturer(s) detailing the escalation and shall also show written documentation proving such escalation has occurred similarly from at least one other competitor and as well as documentation showing this increase was issued by a competitor within the past six (6) months.

3.3.3.3 Notification Must Be Received From Contractor: The Contractor must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period (s). Such escalations may occur no more than once in any 12 month period with the expressed written consent of the CO.

4.0 Bid Submission: All pricing must be entered where provided within the <https://ha.internationaleprocurement.com> Internet system and all "hard copy" bids must be submitted and time-stamped received in the SNRHA Contract & Purchasing Office by no later than the submittal deadline stated herein (or within any ensuing addendum). **A total of 1 original signature copy (marked "ORIGINAL") of the bid submittal shall be placed unfolded in a sealed package and addressed to:**

Southern Nevada Regional Housing Authority
Purchasing & Contracts
340 N. 11th Street, Suite 140
Las Vegas, Nevada 89101
Attention: Linda P. Simpson
IFB No. B25002, Window Glass & Door Replacement Services

The package exterior must clearly denote the above-noted IFB number and name of Solicitation and must have the Bidder's name and return address. **Bids submitted after the published deadline of September 5, 2024, 2:00 PM, will not be accepted. Be advised that both your hard copy bid and your cost posted in the <https://internationaleprocurement.com> website is a complete submission; one without the other deems your bid non-responsive. No Exceptions.**

4.1 Submission Conditions: DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained within the IFB Document, either by making or entering onto these documents; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the SNRHA by the Bidder, such may invalidate that Bid.

- 42 Submission Responsibilities:** It shall be the responsibility of each Bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the SNRHA, including the IFB document, the documents listed within the Attachments listed in Section 8.0, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing and submitting the completed documents, the bidder is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the SNRHA PM to exclude any of the SNRHA requirements contained within the documents may cause that bidder to not be considered for award.
- 43 Bidder's Responsibilities--Contact With the SNRHA:** It is the responsibility of the Bidder to address all communication and correspondence pertaining to this IFB process to the SNRHA Contracts Administrator (CA) only. Bidders must not make inquiry or communicate with any other SNRHA staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for the SNRHA to not consider a Bid submittal received from any bidder who may has not abided by this directive.
- 431 Addendums:** All questions and requests for information must be addressed in writing to the Contracts Administrator (CA). The CA will respond to all such inquiries in writing by Addendum to all prospective bidders that have obtained the IFB Document, simultaneously. During the IFB Solicitation Process, the CA will NOT conduct any substantive conversation – meaning when decisions pertaining to the IFB are made – between the SNRHA and a prospective bidder when other prospective bidders are not present. This does not mean the Prospective Bidder cannot call the CA – it simply means that, other than making replies to direct the Prospective Bidder where his/her answer has already been issued within the Solicitation Documents, the CA may not respond to the Prospective Bidder's inquiries, but will direct him/her to such inquiry in writing so that the CA may fairly respond to all Prospective Bidders in writing by Addendum.
- 44 Question & Answer Period in Lieu of a Pre-Bid Conference and Bid Submission Deadline:** The SNRHA hereby exercises its right NOT to schedule a Pre-Bid Conference, however, a Question and Answer Period has been provided. However, all questions must be asked in writing and submitted via the Internet Site so that all questions are answered simultaneously to all parties registered in conjunction with this IFB on the internet site. **The Deadline date and time for the Question and Answer Period is Thurs., August 8, 2024 - August 22, 2024, 2:00 PM (PST).** No questions will be answered after this deadline, unless extended by the SNRHA. **The Bid Submission Deadline is Thurs., September 5, 2024, 2:00PM (PST)**
- 50 Bid Evaluation/Results:** All bids received will be opened and read publically by the CA at a predetermined time and date. As a result of the bid opening, the SNRHA will disclose the Bidder's (company) name and the total calculated amount of bid submitted. Please note the following additional information pertaining to the Bid Evaluation/Results:



- 5.1 **Bid Results:** A copy of the Bid Results will be made available to each Bidder via their email addresses provided at <https://ha.internationaleprocurement.com> and SNRHA website at www.snvrha.org via Addendums.
- 5.2 **Ties:** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV2, by drawing lots or other random means of selection.
- 5.3 **Responsive Evaluation:** After the public opening the “hard copy” bid submittals received will be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Entities not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the HA in a timely manner (in any case, in no less than 10 days after such determination is made).
- 5.4 **Responsible Evaluation:** The SNRHA will evaluate the apparent lowest responsive Bidder to ensure that he/she is responsible (i.e. an entity that is qualified, responsible and able to provide to the SNRHA the required services). If the SNRHA ascertains that such entity has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the SNRHA may proceed with award. If the SNRHA determines that such entity is deemed to be not responsible, such firm will be notified of such in writing by the SNRHA in a timely manner (in any case, in no less than 5 days after such determination is made); in such case the SNRHA may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.
- 5.4.1 Depending on the amount of the award (typically for awards greater than \$150,000.00), it is possible that the SNRHA may take such contract award to its Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.
- 5.5 **Restrictions:** Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.
- 6.0 **CONTRACT AWARD:**
- 6.1 **Lowest Responsive and Responsible Bidder:** Award of an IFB is made to the responsive and responsible bidder that submits the lowest calculated cost and be advised that it is SNRHA’s right to award multiple contracts if it deems it is in the best interest of the agency to do so.
- 6.2 **Contract Award Procedure:** If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:
- 6.2.1 By completing, executing and submitting the Form of Bid, Attachment A, the bidder is thereby agreeing to “abide by all terms and conditions pertaining to this IFB as issued by the SNRHA, either in hard copy or on the noted Internet System, including an agreement to execute the attached Sample Contract form as well as any Attachments. Accordingly, the SNRHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already

published; and in any case the SNRHA has no power or authority to negotiate any clauses contained within any attached HUD documents.

- 6.3 Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the SNRHA pursuant to this IFB:
- 6.3.1 Contract Form:** The HA will not execute a contract on the successful bidder's form--contracts will only be executed on the SNRHA form (please see Sample Contract, Attachment F), and by submitting a Bid the successful bidder agrees to do so (please note that the HA reserves the right to amend this form as the SNRHA deems necessary). However, the SNRHA will consider any contract clauses that the bidder wishes to include therein, but the failure of the SNRHA to include such clauses does not give the successful bidder the right to refuse to execute the SNRHA's contract form. It is the responsibility of each prospective bidder to notify the SNRHA, in writing, prior to submitting a Bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The SNRHA will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by the SNRHA's response (decision), then that prospective bidder shall be deemed ineligible to submit a Bid.
- 6.3.2 Assignment of Personnel:** The SNRHA shall retain the right to demand and receive a change in personnel assigned to the work if the SNRHA believes that such change is in the best interest of the SNRHA and the completion of the contracted work.
- 6.3.3 Unauthorized Sub-Contracting Prohibited:** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the SNRHA Contracting Officer (CO). Any purported assignment of interest or delegation of duty, without the prior written consent of the SNRHA CO shall be void and may result in the cancellation of the contract with the SNRHA, or may result in the full or partial forfeiture of funds paid to the successful bidder as a result of the proposed contract; either as determined by the SNRHA CO.
- 6.4 Ethics in Public Contracting:** Ethical standards apply not only to PHA employees and Contracting Officers but to others with a vested interest in PHA contracts such as members of the Board of Commissioners, other officials and agents of the authority, and contractors with whom the PHA does business. Please refer to Handbook No. 7460.8 Rev 2, Chapter 4, which explains the specific ethical requirements for PHA contracting 24 CFR 85.36 (b)(3).
- 6.4.1 Principles:** Members of the Board of Commissioners, PHA employees, and any others serving in an official position or acting as an agent of the PHA (hereafter referred to as employees, officers, or agents) must discharge their duties impartially to ensure fair competitive access to procurement opportunities by responsible contractors. Moreover, employees, officers, and agents should conduct themselves in such a manner as to foster the public's confidence in the integrity of the PHA procurement organization and process. Any attempt to realize personal gain through PHA employment or to serve as an

officer or agent of the PHA through actions inconsistent with the proper discharge of duties is a breach of public trust.

6.4.2 Conflicts of Interest (24 CFR 85.36(b)(3) and Section 19 of the Annual Contribution Contract (ACC) between HUD and Public Housing. PHAs must observe the following conflict of interest prohibitions.

6.4.2.1 No PHA employee, officer, or agent shall participate in the selection, award or administration of a contract supported by Federal funds if a conflict of interest, financial or otherwise, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family; his or her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for the award.

6.4.2.2 Immediate family is defined as: father, mother, sister, brother, son, daughter, wife, husband, grandparents, stepparents, in-law, sister-in-law, son-in-law, daughter-in-law, uncle and aunt and legal guardian and legal ward. Uncle and Aunt shall be defined as brother and sister of your biological father or mother.

6.4.2.3 In addition to any other applicable conflict of interest requirements, neither the PHA nor any of its contractors or their subcontractors may enter into any contract, subcontract, or arrangement in connection with a project under the ACC in which any of the following classes of people have an interest, direct or indirect, during his or her tenure or for one year thereafter:

6.4.2.3.1 Any present or former member or officer of the governing body of the PHA, or any member of the officer's immediate family. There shall be excepted from this prohibition any present or former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policymaking position with the resident corporation, the PHA or a business entity.

6.4.3 Any employee of the PHA who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner.

6.4.4 Any public official, member of the local governing body, or State or local legislator, or any member of such individuals' immediate family, who exercises functions or responsibilities with respect to the project(s) of the PHA. (Note: For additional important provisions see Section 19 of the ACC)

6.4.9 No present or former PHA employee, officer, or agent shall engage in selling or attempting to sell supplies, services, or construction to the PHA for one year following the date such employment ceased (see Sections 515 of the old ACC, form HUD-53011,



dated 11/69, and Section 19 of the new ACC, form HUD-53012A , dated 7/95). The term "sell" means signing a bid or proposal, negotiating a contract, contacting any PHA employee, officer, or agent for the purpose of obtaining, negotiating, or discussing changes in specifications, price, cost allowances, or other terms of a contract; settling contract disputes; or any other liaison activity with a view toward the ultimate consummation of a sale, although the actual contract is negotiated by another person.

- 6.5 Contract Period:** The SNRHA anticipates that it will initially award a contract for an initial period of one year with its option of four one-year renewals for a maximum of 5 years.
- 6.6 Licensing and Insurance Requirements:** Prior to award (but not as a part of the Bid submission) the *successful bidder* will be required to provide:
- 6.6.1** An original certificate evidencing the bidder's current industrial (workers compensation) insurance carrier and coverage amount;
 - 6.6.2** An original certificate evidencing General Liability coverage, naming the HA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the SNRHA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;
 - 6.6.3** An original certificate showing the bidder's Errors and Omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000), with a deductible of not greater than \$1,000;
 - 6.6.4** An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000;
 - 6.6.5** A copy of the bidder's business license allowing that entity to provide such services within the Clark County, NV;
 - 6.6.6** If applicable, a copy of the bidder's license issued by the State of Nevada licensing authority allowing the bidder to provide the services detailed herein;
 - 6.6.7** The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH SUBMIT COPIES WITHIN THE BID SUBMITTAL--we will garner the necessary certificates from the successful bidder prior to contract execution).
- 6.7 Contract Service Standards:** All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal laws.



7.0 Following for your information, are listed a number of developments and facilities that the SNRHA owns and operates within Clark County, Nevada. The Scattered Sites homes are not listed, however they shall be provided on an as-needed basis during the performance of work. The SNRHA does not guarantee that it will retain the successful Bidder to do work for or within any minimum of maximum number of these developments/facilities, but provides this listing as an informational item only so that prospective proposers may view the sites to gain an understanding as to what types and quantity of work the SNRHA may need at some point during the contract period. The SNRHA reserves the right to contract for work with the successful bidder at these or any other sites the SNRHA may own or have jurisdictional control.

NO.	PROPERTY/ADDRESS (Updated 08/09/2023)	UNITS	TYPE
1	Aida Brents Gardens, 2120 Vegas Dr., LV, NV 89106 (PH)	24	Senior
2	Archie Grant Park, 1720 Searles Ave., LV, NV 89101 (AH, RAD)	125	Senior
3	Arthur D. Sartini Plaza Annex, 5200 Alpine St., LV, NV 89107 (PH)	39	Senior
4	Arthur D. Sartini Plaza, 900 Brush St., LV, NV 89107 (PH)	220	Senior
5	Bassler/McCarran/Statz, Bassler, McCarran & Statz Sts, NLV, NV 89030 (AH)	20	Family
6	Biegger Estates, 5701 Missouri Avenue, LV, NV 89122 (3PM) (RAD)	119	Family
7	Brown Homes, Flamingo & Perry Streets, LV, NV 89122 (AH)	124	Family
8	Flamingo Warehouse, 5390 E Flamingo Rd, LV, NV 89122 (AH)	Warehouse	
9	Dorothy Kidd Park, 3903 Stewart Ave., LV, NV 89110 (AH)	107	Senior
10	Ernie Cragin Terrace, Valley & 28 th St., LV, NV 89101 (PH)	40	Family
11	Espinoza Terrace, 171 Van Wagenen St., HN, NV 89015 (AH) (RAD)	100	Senior
12	Eva Garcia Mendoza, 1950 N Walnut Ave., LV, NV 89115 (AH)	128	Family
13	Hampton Court, 1030 Center St., HN, NV 89015 (PH)	100	Family
14	Harry Levy Gardens, 2525 W. Washington Ave., LV, NV 89106 (PH)	150	Senior
15	Housing Programs Office, 380 N. Maryland Parkway, LV, NV 89101 (AH)	Office Building	
16	Howard Cannon Center, 340 N. 11 th St., LV, NV 89101 (AH)	Office Building	
17	Hullum Homes, 4980 E. Owens Ave., LV, NV 89115 (AH) (RAD)	59	Family
18	James Down Towers, 5000 W. Alta Ave., LV, NV 89107 (AH) (RAD)	200	Senior
19	Janice Brooks Bay, 5201 Walnut Ave., LV, NV 89110 (AH)	100	Family
20	Jones Gardens, 1750 Marion Dr., LV, NV 89115 (PH)	90	Family
21	Landsman Gardens, 750 Major Avenue, HN, NV 89015 (AH)	100	Family
22	Lubertha Johnson, 3900 Perry St., LV, NV 89122 (AH) (RAD)	112	Senior
23	Marble Manor Annex, MLK & Wyatt, LV, NV 89106 (PH)	20	Family
24	Marble Manor, Washington & H Streets, LV, NV 89106 (PH)	235	Family
25	Marion D. Bennett Plaza, 1818 Balzar Ave., LV, NV 89106 (AH) (RAD)	65	Senior
26	Otto Merida Desert Villas, 50 Honolulu, LV, NV 89110 (3PM) (PH+LIHTC)	60	Family
27	Robert Gordon I-VII, 420 N. 10 th St., LV, NV 89101 (AH)	206	Senior
28	Robert Gordon Plaza VIII, 322 N. 10 th St., LV, NV 89101 (AH)	43	Senior
29	Rose Gardens, 1731 Yale, NLV, 89032 (3PM, RAD)	120	Senior
30	Rulon Earl Mobile Manor #1, 3909 E. Stewart Ave., LV, NV 89110 (AH)	71	Senior
31	Rulon Earl Mobile Manor #2, 3903 E. Stewart Ave., LV, NV 89110 (AH)	51	Senior
32	Scattered Site Homes AH:185; PH:386	571	Family
33	Schaffer Heights, 2901 Schaffer Circle, LV, NV 89121 (PH)	75	Senior
34	Sherman Gardens Annex, 909 Doolittle St., LV, NV 89106 (PH)	154	Family
35	Sherman Gardens, 1701 N. "J" St., LV, NV 89106 (PH)	80	Family
SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY			



**INVITATION FOR BIDS
WINDOW GLASS & DOOR REPLACEMENT SERVICES
B22001, EXPIRES 09/30/2026**

36	Simmons Manor, 5385 Austin John Ct., LV, NV 89122 (PH)	61	Family
37	Vera Johnson A, 1200 Harris Avenue, LV, NV 89101 (3PM, LIHTC)	76	Family
38	Vera Johnson B, 503 N Lamb Blvd., LV, NV 89110 (3PM, RAD)	112	Family
39	Villa Capri, 1801 N "J" St., LV, NV 89106 (PH)	60	Family
40	W. F. Cottrell Admin Building, 5380 E. Flamingo Road 89122 (AH)	Office Building	
41	Wardelle Townhomes, 700 Wardelle St., LV, NV 89101 (AH, LIHTC)	76	Family
SNRHA'S VACANT LOTS			ACRES
SNRHA'S VACANT LOTS			TYPE
42	1632 & 1731 Yale Street, NLV, NV 89030 (PH)	3.85 & 2.75	Vacant Lots
43	Cedar & 28 th Street, LV, NV 89101 (PH)	9.01	Vacant Lot
44	5901 Duncan Drive, LV, NV 89130 (PH)	5.15	Vacant Lot
45	2601 Sunrise Ave., LV, NV (28 th & Sunrise) (PH)	6.05	Vacant Lot
46	East Flamingo & Cabana, LV, NV 89122 (PH)	1.51	Vacant Lot
47	3901 E. Charleston, LV, NV 89110 (Charleston & Honolulu) (PH)	8.13	Vacant Lot
48	320 N. 11 th Street, LV, NV 89101 (PH)	3.89	Vacant Lot
49	420 N. 11 th Street, LV, NV 89101 (PH)	14.78	Vacant Lot
50	3 & 9 Tonopah Ave., NLV, NV 89030 (AH)	.17	Vacant Lot

AH=Affordable Housing Program or housing that is not federally subsidized
 LIHTC=Low Income Home Tax Credit
 PH=Public Housing or Federally subsidized housing
 RAD= Rental Assistance Demonstration Program Conversion
 Scattered Site Homes=Single-family homes located throughout Clark County, NV
 3PM = Third Party Management

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

8.1 Attachment A: Form of Proposal;

8.2 Attachment B: Disclosure of Ownership, Disclosure of Conflict of Interest, W9 and SAM Registration Confirmation

8.3 Attachment C: HUD & SNRHA Required Forms:

8.3.1 form HUD-5369-B, *Certifications and Representations of Offerors – Non-Construction Contract*;

8.3.2 HUD Form 5369-C, Representations to Offers, Non-Construction,

8.3.3 HUD Form 5370-C, *General Conditions for Non-Construction Contracts, Section 1 and 2*;



- 8.3.4 Non-Collusive Affidavit Certification; *and*
- 8.3.5 Authorization to Release Information
- 8.4 Attachment D: SNRHA Section 3 Clause and Contractor Initial Response Form;
- 8.5 Attachment E: SNRHA Sample Contract Form (please note that this contract is being given as a sample only--the SNRHA reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the SNRHA feels it is in its best interests to do so);



ATTACHMENT A

SNRHA'S FORM OF BID (CHECKLIST)



FORM OF BID – ATTACHMENT A

(This Form must be fully completed and placed under Tab No. 1 of the “hard copy” tabbed Bid)

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

X = INFO INCLUDED	SUBMITTAL ITEMS: <i>One (1) copy of each Bid, including original signatures</i>
_____	Tab 1 Form of Bid (Attachment A)
_____	Tab 2 Disclosure of Ownership and Conflict of Interest Form (Attachment B) Include W9 Employer Identification and SAM registration confirmation from www.sam.gov website under this tab.
_____	Tab 3 HUD and SNRHA Required HUD Forms (Attachment C): HUD-5369-B, Instructions to Offerors, HUD-5369-C, Certifications & Representations of Offerors, Non-Construction Contracts, HUD 5370C, General Conditions for Non-Construction Contracts, Section 1, SNRHA Drug-Free Workplace Certification, Non-Collusive Affidavit Certification, and Authorization to Release Information
_____	Tab 4 Proposed Services
_____	Tab 5 Managerial Capacity/Financial Viability, including Resumes’
_____	Tab 6 Reference/Client Information
_____	Tab 7 Equal Employment Opportunity Statement
_____	Tab 8 Subcontractor/Joint Venture Information (Optional)
_____	Tab 9 SNRHA’s Section 3 Clause and Section 3 Contractor Response Form (Attachment D)
_____	Tab 10 Other Information You Deem Necessary that the SNRHA Should Know



BIDDER'S STATEMENT

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

SIGNATAURE

DATE

PRINTED NAME

COMPANY NAME



ATTACHMENT B

SNRHA'S DISCLOSURE OF OWNERSHIP AND CONFLICT OF INTERERST FORMS



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

Contracts & Purchasing

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

DISCLOSURE OF OWNERSHIP

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

* REQUIRED FIELDS

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

NAME AND TITLE OF PRINCIPALS OF YOUR COMPANY AUTHORIZED TO SIGN ON ITS BEHALF

Disclosure of all owners (100%) must be disclosed. Please list additional principals on a separate sheet of paper.

*Name, *Title, % Owned

Name, Title, % Owned

*SUPPLIER DIVERSITY STATEMENT: IF YOU DO NOT COMPLETE THIS AREA, WE CANNOT ADD YOUR FIRM TO OUR ELIGIBLE LIST. SNRHA receives federal funding; we MUST report to the government our supplier diversity efforts.

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

*DOES YOUR COMPANY RECEIVE A 1099? YES or NO. *ARE YOU REGISTERED WITH SYSTEM FOR AWARD MANAGEMENT (SAM): YES or NO If no, please visit WWW.SAM.GOV to register.

*ARE YOU REGISTERED WITH THE GOVERNOR'S EMERGING SMALL BUSINESS PROGRAM (ESB) YES or NO If no, please do so at https://diversifynevada.com. Registering with this Program may provide more financial opportunities for your business.

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

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

The undersigned hereby affirms that he/she is empowered to sign this form and requests that the above-noted firm be added to the SNRHA's list of firms eligible to do business with the SNRHA.

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

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

Signature, Date, Printed Name



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

Contracts & Purchasing

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

DISCLOSURE OF CONFLICT OF INTEREST

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

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



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

Contracts & Purchasing

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

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

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

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

PERSON NAME	TITLE	RELATIONSHIP

I certify that the above information is true.

Name: *(print)*

Title:

Signature:

Date:

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

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

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

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

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

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

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

Line 2

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

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

Quick Start Guide for Contract Registrations

Helpful Information

What is an Entity?

In SAM, your company/business/organization is referred to as an "Entity." You register your entity to do business with the U.S. Federal government by completing the registration process in SAM.

SAM is the official **free, government-operated website** – there is NO charge to register or maintain your entity registration record in SAM.

What do I need to get started?

- 1. DUNS Number:** You need a Data Universal Numbering System (DUNS) Number to register your entity in SAM. DUNS Numbers are unique for each physical location you are registering. If you do not have one, request a DUNS number for **free** to do business with the U.S. Federal government by visiting Dun & Bradstreet (D&B) at <http://fedgov.dnb.com/webform>. It takes no more than 1-2 business days to obtain a DUNS Number.
- 2. Taxpayer Identification Number:** You need your entity's Taxpayer ID Number (TIN) and Taxpayer Name (as it appears on your most recent tax return). Foreign entities that do not pay employees within the U.S. do not need to provide a TIN. Your TIN is usually your Employer Identification Number (EIN) assigned by the Internal Revenue Service (IRS). Sole proprietors may use their Social Security Number (SSN) assigned by the Social Security Administration (SSA) as their TIN, but are strongly encouraged to obtain a free EIN from the IRS by visiting: <http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/How-to-Apply-for-an-EIN> Allow approximately two weeks before your new EIN is ready for use when registering in SAM.
- 3.** All non-Federal entities must mail an original, signed notarized letter to the Federal Service Desk within 60 days of activation.

Steps for Registering

1. Type www.sam.gov in your Internet browser address bar.
2. Select Log In to complete authentication and create an account.
3. On the My SAM page select Entity Registrations and then select Register New Entity.
4. Select your type of Entity.
5. If you are registering in SAM.gov so you can conduct business with the government through contracts, select "I want to be able to bid on federal contracts or other procurement opportunities. I also want to be able to apply for grants, loans, and other financial assistance programs."
6. Complete the Core Data section:
 - Validate your DUNS Number information.
 - Enter Business Information (TIN, etc.) This page is also where you create your Marketing Partner Identification Number (MPIN). Remember your MPIN as it will serve as your electronic signature for the IRS Consent to Disclosure of Tax Information on the following page.
 - Enter your CAGE Code if you have one. CAGE codes are tied to DUNS Numbers and cannot be reused. Don't worry if you don't have a CAGE Code for the DUNS Number you are registering; one will be assigned to you after your registration is submitted. Foreign registrants must enter their NCAGE Code before proceeding.
 - Enter General Information (business types, organization structure, etc.) about your entity.
 - Provide your entity's Financial Information, i.e. U.S. bank Electronic Funds Transfer (EFT) Information for Federal government payment purposes. Foreign entities do not need to provide EFT information.
 - Answer the Executive Compensation questions.
 - Answer the Proceedings Details questions.
 - Provide your public search authorization.
7. Complete the "Assertions" section:
 - Enter your entity's goods and services using NAICS Codes and PSCs.
 - Enter your entity's size metrics.
 - Enter optional Electronic Data Interchange (EDI) information.
 - Enter optional Disaster Response Information.
8. Complete the Representations & Certifications section, which is comprised of the Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) provisions/clauses, Architect-Engineer Responses (SF330 Part II), and the Financial Assistance response page.
9. Complete the Points of Contact section: Your Electronic Business POC is integral to the procurement process. Your Government POC will be used by other government systems, such as the CAGE program, when they contact you. List someone with direct knowledge of this registration for both of those POCs.
10. Make sure to select Submit after your final review. You will get a Registration Submitted - Confirmation message on the screen. If you do not see this message, you have not submitted your registration.

Allow up to 12-15 business days after you submit before your registration is active in SAM.

For FREE help registering in SAM, contact the supporting Federal Service Desk (FSD) at <https://www.fsd.gov/>



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

Before you register, you need to know the following:



What is an Entity?

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

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



Your Entity's DUNS Number

You need a DUNS to register your entity in SAM.

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



Your Entity's Taxpayer Identification Number (TIN)

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

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



Steps For Registering Your Entity in SAM

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

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



Go to Our Website: www.sam.gov



Contact the SAM Help Desk: www.fsd.gov



ATTACHMENT C

SNRHA'S REQUIRED SOLICITATION FORMS:

HUD FORM 5369-B, Instructions to Offerors, Non-Construction; (FYI)

HUD FORM 5369-C, Certifications and Representations of Offerors, Non-Construction
Non-Construction Contract; (FYI)

HUD FORM 5370-C, General Conditions for Non-Construction Contracts (FYI)

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

SNRHA's Authorization to Release Information; (Return under Tab 3)

Non-Collusive Affidavit Certification (Return under Tab 3)

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors

Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for non construction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:
(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this

contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

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

17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

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

22. Procurement of Recovered Materials

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

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

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



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

Page 1 of 2

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



- f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).
- B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

By: _____
GENERAL CONTRACTOR

ATTEST

Name (print): _____

Signature

Date



AUTHORIZATION TO RELEASE INFORMATION

(RETURN UNDER TAB 6 OF YOUR BID)

Date: _____

Attn: Linda P. Simpson
Contracts Administrator
Southern Nevada Regional Housing Authority (SNRHA)

RE: References

To Whom It May Concern:

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

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

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

Company Name: _____

Signature _____ Title: _____

Printed Name: _____

License Number: _____



ATTACHMENT D

SNRHA'S SECTION 3 CLAUSE AND CONTRACTOR'S INITIAL RESPONSE FORM

PLEASE NOTE:

This contract is subject to Section 3. Please acknowledge acceptance and receipt by signature and return of the Contractor Response Form under Tab 9 of your Proposal. Also be advised that all questions regarding Section 3 shall be directed to Johnny Shaw, ishaw@snvrha.org, or 702-477- 3146.

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
24 CFR PART 75 - SNRHA SECTION 3 CLAUSE**

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

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

ACKNOWLEDGE ACCEPTANCE & RECEIPT:

PRINT NAME

DATE

SIGNATURE

SECTION 3 – CONTRACTOR INITIAL RESPONSE

_____		_____
Company Name (Contractor)		Contact Person

Address		

_____	_____	_____
City	State	Zip Code

_____	_____	_____
Phone	Fax	E-mail

SECTION 3 COMMITMENT

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

- Do you expect to create any new full time employment opportunities during the period while under contract with SNRHA? _____

- If **yes**, of the full time employment opportunities that are created, how many will result in the direct hiring of Section 3 eligible SNRHA's Public Housing residents, Housing Choice Voucher participants and/or low income persons within Clark County (determined by HUD's criteria for low income)? _____

- If **no**, what is your plan to create other employment and training opportunities in order to comply with Section 3 requirements?

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

_____	_____
Signature	Date



ATTACHMENT E

SNRHA SAMPLE CONTRACT (NON-CONSTRUCTION)



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

INTRODUCTION

This contract by and between the Southern Nevada Regional Housing Authority (hereinafter the "SNRHA") and _____ (hereinafter "the Contractor") is hereby entered into this _____ day of _____, 20__.

Services pursuant to this contract shall begin on the _____ day of _____, 20__, and shall end on the _____ day of _____, 20__, unless otherwise extended, modified, terminated or renewed by the parties as provided for within this contract. Unless otherwise detailed herein, all references to "days" shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday or legal holiday, then the period of time shall be automatically extended to include the next work day). Also, whenever the term "herein" is referred to, such refers to this contract and all listed or attached appendices.

1.0 Definitions:

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

2.0 Services and Payment:

- 2.1 Scope of Services:** The services provided pursuant to this contract generally consist of _____ of the SNRHA various facilities as described herein and within Appendices 4 and 5. Said services shall be provided on the dates and times determined by the SNRHA at the designated SNRHA communities and facilities.
- 2.2 Provision of Additional Services (Task Orders):** The Contractor shall not begin any specific assigned task orders (work) without the receipt of a completed Contract Task Order Form (CTOF) from the authorized SNRHA representative. This shall be completed as follows:
 - 2.2.1** The SNRHA shall complete all information within the upper portion of this Form (where stated "To be completed by the SNRHA") and deliver the Form to the Contractor (typically by fax);
 - 2.2.2** Within 5 days of receipt of the CTOF, the Contractor shall complete all information within Section "B", "Contractor's Acknowledgment" portion, paying special attention to number 2 (date assigned work will begin) and number 5 (completion date of work) and return the completed Form (typically, by fax) to the SNRHA staff person that delivered the Form to the Contractor; and



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

2.3 Cost/Value of Services:

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

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

\$ _____

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

2.4 Billing Method:

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

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

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

2.4.2.1 Unique invoice number;

2.4.2.2 Contractor's name, address and telephone number;

2.4.2.3 Date of invoice and/or billing period;

2.4.2.4 Applicable SNRHA Contract No. C _____;

2.4.2.5 Applicable SNRHA Purchase Order No.;

2.4.2.6 Total dollar amount being billed; and

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



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

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

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

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

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

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

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

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

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

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

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

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

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



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

4.3 Insurance Requirements:

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

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

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

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

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

4.3.4 Appropriate worker’s compensation coverage.

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

4.3.4 Insurance certificate(s)/endorsement(s) shall be delivered via U.S. postal mail to:

**Linda Simpson
Contracts Administrator
Southern Nevada Regional Housing Authority
Post Office Box 1897
Las Vegas, NV 89125**

or

emailed to: lsimpson@sivrha.org



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

4.5 Financial Viability and Regulatory Compliance:

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

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

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

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

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

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

8.0 Applicable Laws:

8.1 Compliance with Federal and State Laws: All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.

8.2 Section 3: All Section 3 covered contracts shall include the following clause (referred as to the Section 3 Clause):

8.2.1 The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section



3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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



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

9.0 Notices, Invoices and Reports:

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

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

or, if appropriate, faxed to: _____.

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

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

10.0 Disputes:

10.1 Disputes: In the case of any contractual dispute not identified within the preceding Section 10.1 that cannot be settled through discussions and/or negotiations between the SNRHA and the Contractor shall be settled as provided for within Appendix 1; Section 1, No. 7 (a-e).

11.0 24 CFR 85.36(i), Procurement: Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the SNRHA and the Contractor each agree to comply with the following provisions:

11.1 Remedies for Contract Breach: Pertaining to contract-related issues, it is the responsibility of both the SNRHA and the Contractor to communicate with each other clearly and thoroughly. Dissatisfaction by either party must be communicated in writing, fully detailing the issue and



requested corrective action. The SNRHA has the right to issue unilateral addendums to this contract; the Contractor does not have this right. Within 10 days the party receiving the written notice of dissatisfaction shall respond in writing to the other party.

- 11.1.1 Procedures regarding Contractor performance issues: If the Contractor is in material breach of the contract, the SNRHA may promptly invoke the termination clause, pursuant Appendix 1; Section 3 a-e, attached hereto.
- 11.1.2 Prior to termination, the SNRHA may choose to warn the Contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such warning may include placing the Contractor on probation, thereby giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. The SNRHA shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the Contractor does not agree with such action, the Contractor shall have ten 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the SNRHA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the SNRHA's alleged incorrect action(s).
- 11.1.3 After termination, if the Contractor does not agree with the SNRHA's justification for the termination, the Contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the SNRHA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the SNRHA's alleged incorrect action(s).
- 11.1.4 The response to any protest or dispute pertaining to this contract shall be conducted in accordance with Section 10.0 herein.
- 11.1.5 All rights and remedies granted to SNRHA herein and any other rights and remedies which SNRHA may have at law and in equity are hereby declared to be cumulative and not exclusive. The fact that SNRHA may have exercised any remedy without terminating this contract shall not impair SNRHA's rights thereafter to terminate or to exercise any other remedy herein granted, or to which SNRHA may be otherwise entitled.
- 11.2 **Termination For Convenience and Default:** As detailed within Appendix 1; Section 1, No. 3 (a-e), attached hereto.
- 11.3 **Executive Order 11246:** For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).



- 11.4 **Copeland “Anti-Kickback” Act:** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 11.5 **Davis-Bacon-Act:** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 11.6 **Sections 103 and 107 of the Contract Work Hours and Safety Standards Act:** For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 11.7 **Reporting:** Both parties hereby agree to comply with any reporting requirements that may be detailed herein.
- 11.8 **Patent Rights:** Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.
- 11.9 **Copy Rights/Rights in Data:** The SNRHA has unlimited rights to any data, including computer software, developed by the Contractor in the performance of the contract specifically:
- 11.9.1 Except as provided elsewhere in this clause, the SNRHA shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for proprietary computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or proprietary computer software.
- 11.9.2 The Contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or proprietary computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.
- 11.9.3 For data first produced in the performance of this contract, the Contractor may establish, without prior approval of the SNRHA Purchasing Manager (PM), claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The Contractor grants the SNRHA and



others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the SNRHA.

11.9.4 The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains copyright notice, unless the Contractor identifies such data and grants the SNRHA a license of the same scope as identified in the preceding paragraph.

11.9.5 The SNRHA agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this contract are improperly marked, the SNRHA may either return the data to the Contractor, or cancel or ignore the markings.

11.9.6 The Contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the Contractor's obligations under this contract.

11.9.7 Notwithstanding any provisions to the contrary contained in the Contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been proposed prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the Contractor agrees the SNRHA shall have the rights set forth below to use, duplicate, or disclose any proprietary computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing contract, shall be subject to the following procedures.

11.9.8 The proprietary computer software delivered under this contract may not be used, reproduced, or disclosed by the SNRHA except as provided below or as expressly stated otherwise in this contract. The proprietary computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any SNRHA location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, proprietary computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.

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



- 11.11 Record Retention:** The Contractor further agrees that he/she shall retain all such records pertaining to this contract for a period of not less than 3 years after final payment, the completion of any services provided pursuant to this contract, or after all pending matters are closed.
- 11.12 Clean Air Act:** For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 11.13 Energy Policy and Conservation Act:** Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 12.0 Debarment and Suspension.** Contractor agrees, by submitting this bid, to include this clause without modification in all lower tier transactions, solicitations, bids, contracts and subcontracts.
- 12.1** By execution of this Contract with the SNRHA, the Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19610-19211), and any relevant program-specific regulations.
- 12.2** Contractor acknowledges and agrees that, pursuant to Federal Acquisition Regulation (“FAR”) 9.406-2, the SNRHA has discretion to suspend and/or debar contractor from conducting future business with the SNRHA for contractor’s commission of the offenses outlined in FAR 9.406-2, including, but not limited to, violation of any applicable Federal law, commission of fraud, embezzlement and/or theft, receipt of stolen property, use of inappropriate construction materials, repeated contract violations and recurrent re-inspections. The SNRHA’s right to suspend and/or debar contractor is in addition to the SNRHA’s right to assess the monetary penalties outlined in Section 12.2.1.
- 12.2.1** Contractor acknowledges and agrees that the SNRHA may assess a monetary penalty for a third, and any subsequent, inspection caused by Contractor’s negligence or willful disregard in failing to complete Contractor’s scope of work by the initial, or secondary, inspection date assigned by the SNRHA or any other local or state governing body. The penalty for a third, and any subsequent, inspection shall be a \$200 re-inspection appointment fee plus a \$75 per hour services fee plus any overtime fees, if applicable. The monetary penalty shall be paid by Contractor to the SNRHA, or deducted by the SNRHA from the contractor’s owed balance under the contract.



13.0 Additional Considerations:

13.1 Right of Joinder Pursuant to NRS 332.195:

13.1.1 Any political subdivision within the State of Nevada may be granted the privilege of joining the awarded contract, only at the option of the Contractor. If the Contractor so grants such a privilege, the terms and conditions of the RFP/IFB documents, including the ensuing contract, may be passed on to the joining political subdivision by the Contractor.

13.1.2 The Contractor shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the Contractor allows another political subdivision to join the SNRHA contract, it is expressly understood that the SNRHA shall in no way be liable for the joining political subdivision obligations to the Contractor in any manner whatsoever.

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

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

13.3.1 Funding is not available;

13.3.2 legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or

13.3.3 the SNRHA's requirements in good faith change after award of the contract.

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

13.5 Taxes: All persons doing business with the SNRHA are hereby made aware that the SNRHA is exempt from paying Nevada State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

13.6 Government Standards: It is the responsibility of the proposer to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NIOSH) and environmental control (EPA and Clark County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time



extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

13.7 Freight-On Bill and Delivery: All costs submitted by the proposer shall reflect the cost of delivering the proposed items and/or services to the location(s) specified within the RFP/IFB documents or within the contract.

13.7.1 The Contractor agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the Contractor. Upon default, the Contractor agrees that the SNRHA may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.

13.8 Backorders:

13.8.1 The PM must be notified by the contractor within 10 days of the following:

13.8.1.1 Any and all backordered materials;

13.8.1.2 Any incomplete services; and

13.8.1.3 The estimated delivery date.

13.8.2 Unless otherwise stipulated in the contract, any order that will take more than a maximum of 10 days past the original agreed upon delivery date, may at the option of the SNRHA, be canceled and ordered from another source, if, in the opinion of the SNRHA PM, it is in the best interests of the SNRHA to do so.

13.9 Communication: If during the period of the contract, it is necessary that the SNRHA place toll or long distance telephone calls or telegrams in connection therewith (for complaints, adjustments, shortages, failure to deliver, etc.), it is understood that the apparent Contractor and/or Contractor may, at the discretion of the SNRHA, bear the charge or expense for all such calls and/or telegrams.

13.10 Work on SNRHA Property: If the Contractor's work under the contract involves operations by the Contractor on SNRHA premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the SNRHA's negligence, shall indemnify the SNRHA, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.

13.11 Official, Agent and Employees of the SNRHA Not Personally Liable: It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the SNRHA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.



- 13.12 Subcontractors:** Unless otherwise stated within the RFP/IFB/bid documents, the Contractor may not use any subcontractors to accomplish any portion of the services required by this contract without the prior written permission of the SNRHA PM.
- 13.13 Salaries and Expenses Relating to the Contractors Employees:** Unless otherwise stated within the RFP/IFB documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 13.14 Independent Contractor:** Unless otherwise stated within the RFP/IFB documents or the contract, the Contractor is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 13.15 Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 13.16 Waiver of Breach:** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 13.17 Time of the Essence:** Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 13.18 Limitation of Liability:** In no event shall the SNRHA be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.
- 13.19 Indemnity:**
- 13.19.1** The Contractor shall protect, indemnify and hold the SNRHA, its officers, employees, and agents harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character which the SNRHA, its officers, employees, agents, consulting engineers or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against the SNRHA, its officers, employees, and agents, such as:
- 13.19.1.1** as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act on the part of the Contractor, in accord with applicable professional standards in the fulfillment or



performance of the terms, conditions or covenants that are contained in this contract or agreement, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in part, by any party indemnified hereunder; or

13.19.1.2 as a result of, or by reason of, or arising out of, or on account of, or in consequence of, any neglect in safeguarding the work; or

13.19.1.3 through the use of unacceptable materials or products, or both, which may be defective or manufactured, designed or installed so as to give rise to a claim; or

13.19.1.4 because of any claim or amount recovered under the "Nevada Industrial Insurance Act", or any other law, ordinance, or decree, which claim or recovery arose out of or is attributable to any act or failure to act on the part of the Contractor in the fulfillment or performance of the terms, conditions and covenants that are contained in this contract. Any money due by the Contractor under and by virtue of this contract which is considered necessary by the SNRHA for such purpose, may be retained by the SNRHA for its protection; or in case no money is due, its surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney's fees and court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to the SNRHA provided, however, that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that it is adequately protected by public liability and property damage insurance, if required;

13.19.1.5 the Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the indemnity provisions of this Section 12.19.

13.19.2 In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the SNRHA, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the SNRHA, its officers, employees, and agents against, and if the Contractor shall fail to do so, the SNRHA shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs; provided, however, that if the forum in which such claim suit or action is heard determines that the occurrence that gave rise to the same was caused, in whole or in part, by any party who is indemnified hereunder, the SNRHA shall reimburse the Contractor for all, or the indemnified party's proportionate share, as the case may be, of the costs of such defense.



13.19.3 The Contractor guarantees the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with the contract.

13.20 Lobbying Certification: By execution of this contract with the SNRHA the Contractor thereby certifies, to the best of his or her knowledge and belief, that:

13.20.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.

13.20.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form- LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.

13.20.3 The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

13.21 Additional Federally Required Orders/Directives: Both parties agree that they will comply with the following laws and directives, where applicable:

13.21.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

13.21.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The SNRHA hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).

13.21.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making



unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the SNRHA requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

- 13.21.4 Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.
- 13.21.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).
- 13.21.6 HUD Information Bulletin 909-23 which is the following:
 - 13.21.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;
 - 13.21.6.2 Clean Air and Water Certification; and
 - 13.21.6.3 Energy Policy and Conversation Act.
- 13.21.7 That the funds that are provided by the SNRHA and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or ineligible Contractor.
- 13.21.8 That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.
- 13.21.9 That neither party has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against either party or any person interested in the proposed contract; and that all statement in said proposal or bid are true.
- 13.21.10 The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.



14.0 Appendices:

- 14.1** The following noted documents are placed under each of the noted appendix and are a part of this contract:
- 14.1.1 Appendix No. 1:** form HUD-5370-C (10/06), *General Conditions for Non—Construction Contracts Section 1 (With or Without Maintenance Work), Section II (With Maintenance Work)*; (aka Attachment F-1 of the RFP/IFB document);
 - 14.1.2 Appendix No. 2:** Section 3 Mandatory Requirements
 - 14.1.3 Appendix No. 3:** Sample Contract Task Order Form (CTOF), as issued by the SNRHA;
 - 14.1.4 Appendix No. 4:** Scope of Services, as issued by the SNRHA in regards to RFP No. _____; and
 - 14.1.5 Appendix No. 5:** Contractor's Scope of Services, as submitted in response to RFP No. _____; and
 - 14.1.6 Appendix No. 6:** Rates as proposed by the Contractor and agreed upon by the SNRHA.
- 14.2** Please note that, in the case of any discrepancy between this contract and any of the above noted documents, the requirement(s) listed within the body of this contract shall first take precedence, then the requirement(s) listed within each appendix shall take precedence in the order they are listed above (i.e. the requirement(s) listed the lower listed item may not overrule any requirement(s) within a higher listed item).



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

15.0 CERTIFICATIONS:

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

_____:

By: _____ Date: _____

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY:

By: _____ Date: _____

EXECUTIVE DIRECTOR