



**SOUTHERN NEVADA REGIONAL
HOUSING AUTHORITY**

**QUALIFICATIONS BASED SELECTIONS
FOR
ARCHITECTS & ENGINEERS SERVICES**

**QBS NO. S24015
JUNE 2024**

**Submission Deadline:
JULY 25, 2024, 10:00 AM (PST)**

**PROCUREMENT DEPARTMENT
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Introduction

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 rosamorena@goed.nv.gov, esbprogram@goed.nv.gov, or www.diversifynevada.com/esb.

QBS INFORMATION AT A GLANCE



<p>SNRHA CONTACT PERSON(S) ONLY:</p> <p>Note: Contact with any other SNRHA staff other than the named within this document is prohibited and will result in your Proposal being rejected. This also includes contact with SNRHA's Residents and Board of Commissioners.</p>	<p>Ryan J. Perry, Contracts Administrator Email: rperry@snvrha.org TDD: (702) 477-3142</p>
<p>HOW TO OBTAIN THE SOLICITATION DOCUMENTS ON THE APPLICABLE INTERNET SITES:</p>	<p>1. Download and Respond to the Solicitation: NGEM website at https://nevada.ionwave.net/HomePage.aspx Please note: You must register your company before downloading and responding to this Solicitation. For Registration Assistance, call 866-277-2645 x4, or Email: support.ionwave@eunasolutions.com</p> <p>2. To only Download this Solicitation: SNRHA Website at www.snvrha.org click on Procurement then "Current Bid Invitations" and proceed to the appropriate solicitation number. For Download Assistance, contact SNRHA's IT Department at (702) 477-3163</p>
<p>PRE-PROPOSAL CONFERENCE:</p>	<p>See Questions & Answers (Q&A) Information below in lieu of Pre-Bid Conference.</p>
<p>QUESTIONS AND ANSWERS DEADLINE:</p>	<p>Thurs June 27 2024 – Monday July 22 2024, 10:00AM (PST) All questions and answers must be submitted in writing to SNRHA contact listed above.</p>
<p>SOLICITATION SUBMITTAL RETURN & DEADLINE:</p>	<p>Southern Nevada Regional Housing Authority Procurement & Contracts Office 340 N. 11th Street, Suite 180 Las Vegas, NV 89101 QBS S19017</p> <p>Monday, July 31, 2024, 10:00 AM (PST)</p>
<p>ANTICIPATED APPROVAL BY SNRHA BOARD OF COMMISSIONERS, if necessary</p>	<p>August 15, 2024, Board Meeting</p>



1.0 SNRHA'S RESERVATION OF RIGHTS AND PROTEST PROCEDURES:

1.1 SNRHA's Reservation of Rights:

- 1.1.1** The SNRHA reserves the right to reject any or all proposals, to waive any informality in the QBS process, or to terminate the QBS process at any time, if deemed by the SNRHA to be in its best interests.
- 1.1.2** The SNRHA reserves the right not to award a contract pursuant to this QBS or award a contract to more than one Contractor if it deems it is necessary to do so.
- 1.1.3** The SNRHA reserves the right to terminate a contract awarded pursuant to this QBS, at any time for its convenience upon 30 days written notice to the successful Contractor(s).
- 1.1.4** The SNRHA reserves the right to determine the days, hours and locations that the successful Contractor(s) shall provide the services called for in this QBS.
- 1.1.5** The SNRHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the SNRHA Procurement Manager (PM).
- 1.1.6** The SNRHA reserves the right to negotiate the Contractor's proposed fees pertaining to this QBS;
- 1.1.7** The SNRHA reserves the right to reject and not consider any proposal that does not meet the requirements of this QBS, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.1.8** The SNRHA shall have no obligation to compensate any Contractor(s) for any costs incurred in responding to this QBS.
- 1.1.9** The SNRHA reserves the right to accept only one Solicitation per company carrying the same Tax Identification Number and ownership.
- 1.1.10** SNRHA reserves the right and requires all contractors to comply with the American Disability Act (ADA) on all contracts which are as follows:
 - 1.10.1** Contractor agrees to comply with the federal statutes relating to non-discrimination. These include, but aren't limited to Section 504 of the Rehabilitation Act of 1973 as amended (29USC section 794) which prohibits discrimination on the basis of handicap and the Americans with Disabilities Act of 1990.
 - 1.10.2** The 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.

- 1.1.11** The SNRHA reserves the right to reject and not consider any bid of which communication between a Contractor and a member of the SNRHA staff, its Residents or Board of Commissioners (BOC) is violated. Communication regarding this Proposal is prohibited from the time the Proposal is advertised until the Proposal is recommended for award of a contract. Questions pertaining to this Proposal shall be addressed only to the "Designated Contact(s)" as specified on the previous page of this document. Failure to comply with this requirement shall result in the Proposal being considered nonresponsive.
- 1.1.12** The SNRHA shall reserve the right to at any time during the QBS or contract process to prohibit any further participation by a Contractor(s) or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the SNRHA website, downloading and responding to this Solicitation, each prospective Contractor(s) 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 before the "Question and Answer" deadline (refer to "QBS INFORMATION AT A GLANCE") 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 Contractor(s), of any responsibility pertaining to such issue.
- 1.1.13** The SNRHA reserves the right to select firms that will be requested to appear for oral interviews and/or presentations. The SNRHA also reserves the right not to have oral interviews if it so determines.
- 1.2 Protest Procedures:** Any prospective or actual Contractor in connection with the solicitation of a proposal or award of a contract shall have the right to protest.
- 1.2.1** To be eligible to file a protest with the SNRHA pertaining to an award of contract, including small purchase, competitive proposal, or sealed bid the company or individual filing the protest must have been involved in the bid process in some manner (i.e. registered and received the solicitation documents) when the alleged situation occurred. The SNRHA has no obligation to consider a protest filed by any party that does not meet these criteria.
- 1.2.2** A Contractor who submits an unsuccessful bid may not seek any type of judicial intervention until the Contracting Officer (CO) or his designate(s) have made a determination on the protest and awards the contracts.
- 1.2.3** Neither the BOC, CO nor its authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the person files the protest pursuant to this section.



- 1.2.4 The CO shall review the written protest and supportive data, within ten (10) days after receipt of the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestant of the right of further administrative review. A copy of this written opinion and decision shall be placed on file.
- 1.2.5 A Protest shall be in writing, and must include the following:
- 1.2.5.1 A bond;
 - 1.2.5.2 The name, address and phone number(s) of the protestor;
 - 1.2.5.3 The solicitation/contract number and project title;
 - 1.2.5.4 A detailed statement of the basis for the protest;
 - 1.2.5.5 Supporting evidence or documents to substantiate any arguments;
 - 1.2.5.6 The form of relief or remedy requested;
 - 1.2.5.7 All protests shall be submitted to the CO or his/her designee;
 - 1.2.5.8 The written protest of an award of contract must be received within ten (10) calendar days after bid result notification of the contract award has been sent to the protestor, or the protest will not be considered;
 - 1.2.5.9 All written protest received by the SNRHA must be signed and date/time stamped upon receipt of the written protest;
 - 1.2.5.10 Bond Requirement for Protest;
 - 1.2.5.11 A bond or surety is required to be submitted with the protest documents (noted above);
 - 1.2.5.12 A protest submitted without the bond or security shall not be considered;
- 1.3 **Bond/Security:** A bond with good and solvent surety authorized to do business in this State of Nevada, or submit other security, defined as a cashier's check, money order or certified check, endorsed to the SNRHA. The bond or surety must be in an amount equal to 25% of the total value of the bid; and
- 1.3.1 A bond posted or other security must be submitted with the protest. SNRHA shall hold the bond or other security until a determination is made on the protest.
- 1.4 **Receipt of Protest:**
- 1.4.1 Upon timely receipt of the protest, the CO or designee shall review the protest and issue a written decision on the matter within a reasonable time. If the protest is denied, the written decision shall be a final decision, unless an appeal hearing is requested;
 - 1.4.2 SNRHA Legal Counsel may be obtained at the approval of the Executive Director (ED)/CO or the designate;
 - 1.4.3 Prior to submitting a response to a protest, the CO must ensure compliance with HUD and other applicable regulations;



1.4.4 If the protest has been generated by a legal firm then SNRHA Counsel at the discretion of the CO and/or ED shall prepare any all subsequent responses; and

1.4.5 If a decision to deny the appeal/protest is unclear SNRHA may consult with legal counsel.

1.5 Response to Protest:

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

1.6 Denials of Protest:

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

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

1.7 Protest – Appeal Hearing:

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

1.8 Appeal Hearing Procedures:

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

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

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

1.8.1.3 After a complete review of the alleged aggrieved protestant's written request and supporting data, if the ED decides that the request does not merit further consideration, he/she shall render his/her decision in writing to the alleged aggrieved protestant. A



decision rendered under this paragraph shall be made within 10 days after the receipt of the alleged aggrieved protestant's request for an administrative hearing. This decision shall be final without further administrative recourse.

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



2.0 SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS/QUALIFICATIONS:

2.1 GENERAL SCOPE OF SERVICES:

SNRHA is soliciting competitive proposals through a formal Qualifications Based Selection (QBS) Solicitation process, for licensed, qualified Architects and Engineering (A/E) Contractors with a documented track record of providing the required services. SNRHA's A/E service requirements shall include but not be limited to design of various administrative, residential or maintenance buildings, where separate orders would be placed for each building site on an as-needed basis.

The SNRHA shall procure A/E services for indefinite quantities with A/E Contractors. The services required are divided into six (6) Categories in which Contractors determines the category in which they will be evaluated and ranked for possible award. After evaluation of each firm by Category, firms shall be placed in ranking order per the evaluation result for each Category and possible award (refer to the QBS evaluations and rankings for more information). After notice of award A/E firms are required to provide their fee schedules for each year of the contract.

The awarded Contractors shall furnish sufficient organization, personnel and management staff with the necessary skill and judgment to perform the work as detailed in the following Technical Specifications and Qualifications.

2.2 TECHNICAL SPECIFICATIONS:

2.2.1 A/E Firm(s) to provide all labor, materials, equipment, supervision and transportation necessary to provide the services outlined in this QBS. All work to be scheduled as detailed below or as scheduled with SNRHA representative and performed in a competent and timely manner.

2.2.2 A/E Firms that enter into contract with the SNRHA shall be assigned to one or more projects at the discretion of the Housing Authority and only after cost negotiations are concluded. If at any time during negotiations, an agreement cannot be reached, SNRHA reserves the right to assign projects to another A/E firm(s) under contract and/or to negotiate with firm(s) based on their ranking that submitted proposals during this QBS process.

2.2.3 A/E Firm(s) shall provide professional architectural services, as further defined herein, relative to site planning, structural, mechanical, electrical and civil engineering, landscaping, cost estimating and construction, contract administration, including drawings, specifications, addenda and other documents listed in this QBS and any modifications thereto issued after execution of any contract awarded pursuant to this QBS, necessary to facilitate SNRHA's activities associated with the development, rehabilitation, modification, maintenance and repair of residential single family, multi-family, senior low-income housing and associated properties. Services may also include land use assessment and coordination for the abatement of asbestos containing building materials. Such services are collectively and individually referred to herein as "Projects".

2.2.4 Routine Architectural Services – A/E Firm(s) shall provide professional architectural and associated services considered to be routine or incidental activities related to the maintenance, repair and minor improvement of SNRHA buildings and properties, resulting from normal use and deterioration,



or extraordinary events such as fire or flooding and considered a necessary supplement to the daily operational needs of SNRHA. Such services are described below:

- 2.2.4.1 A/E Firm shall advise SNRHA as to applicable HUD, federal, state and municipal building codes and regulations, planning, zoning, permitting and compliance requirements. Ensure designs and related submittals are in compliance with applicable HUD, federal, state and municipal building laws and regulations as necessary to effect compliance with and acceptance by, planning and permitting authorities and subsequent construction contractors and inspection authorities;
- 2.2.4.2 Research and analyze applicable development and building codes, planning and zoning requirements, provide plan and code compliance reviews and permit and variance feasibility analysis;
- 2.2.4.3 Assist with the preparation, submittal and acquisition of required plan check, permit, zoning, variance and other land, building construction and development approvals; and schedule and coordinate timely document processing and presentations for civic approvals, in addition to representing SNRHA to city, state and regulatory agencies;
- 2.2.4.4 Provide new and updated floor plans and elevations, other structural, plumbing, HVAC and electrical engineering designs for existing facilities and provide stamped or sealed documents as necessary;
- 2.2.4.5 Advise SNRHA regarding the selection of qualified specialists such as surveyors, soil laboratories, hazardous material experts, acoustic consultants and specialized engineering firms;
- 2.2.4.6 Advise SNRHA regarding such matters as facility repairs and upgrades, handicap accessibility, barrier free design, Americans with Disabilities Act compliance evaluation, retrofit design requirements, renovation, restoration, rehabilitation, utilization and modernization design and urban development;
- 2.2.4.7 Provide interior and space efficiency plans and designs;
- 2.2.4.8 Provide grading and drainage designs and plans;
- 2.2.4.9 Analyze settling and unstable soil problems, spalling of masonry walls and identify and present corrective solutions;
- 2.2.4.10 Perform structural distress analysis to include analysis of structural deficiencies and the design of remedial work;
- 2.2.1.11 Analyze and assess use and capabilities of utilities, design and document required modifications and points of connection and assist in obtaining required approvals from electrical, gas, water, sanitary, telephone, cable and any other applicable utilities;

- 2.2.1.12 Make formal presentations to the SNRHA's Board of Commissioners;
- 2.2.1.13 Provide any other services not otherwise included in this QBS, but customarily furnished in accordance with generally accepted architectural practices;
- 2.2.1.14 Review, analyze and assemble building siting and land use requirements, adequacy of size, space and useable area, zoning limitations, grading conditions, soil bearing characteristics and related considerations and provide recommendations.

2.2.3 Extraordinary Architectural Services:

A/E Firm(s) shall provide professional and specialized architectural and associated services considered to be extraordinary, which shall generally involve complex design and integration of multiple disciplines for major construction, modernization, or rehabilitation projects and may include services otherwise defined as routine in connection with such projects. Such extraordinary services are described below:

- 2.2.3.1 **Design** – A/E Firms shall review, analyze and assemble facility siting and land use requirements, adequacy of size, space and useable area, zoning limitations, grading conditions, soil bearing characteristics and related considerations and incorporate study results into designs and recommendations;
- 2.2.3.2 Investigate existing conditions or facilities and make measured drawings of such conditions or facilities (“As-built” drawings);
- 2.2.3.3 Provide a written preliminary evaluation of SNRHA’s project(s), including available approaches to design and construction of the project(s);
- 2.2.3.4 Provide preliminary design, sketches, an estimate of construction costs, design and construction schedules and conceptual imaging; and develop preliminary concepts by providing diagrammatic initial plans to describe possible project scope and configurations;
- 2.2.3.5 Provide value engineering by evaluating the viability of alternative construction methods and providing corresponding advice and recommendations;
- 2.2.3.6 Prepare and complete new designs and specifications, or modifications of designs and/or specifications and documents, including but not limited to site layout, including parking, zoning, setback, sidewalks, streets, utility, etc., structural, foundations, floor, framing and roofing plans; exterior elevations, building and wall sections, cross sections, mechanical, plumbing, fire protection, heating, air-conditioning and electrical systems, interior plans, landscaping plans, irrigations systems and other submittals including structural calculations, material, specifications, addenda and



- changes, revisions and deficiency reports, soil and related reports, environmental impact, technical reports and other design services necessary to ensure compatibility with the scope, budget, purpose and intent peculiar to SNRHA's proposed construction or rehabilitation projects;
- 2.2.3.7 Prepare preliminary and final construction documents and specifications so that portions of the work of the project may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the project may be deferred;
- 2.2.3.8 Ensure that all applicable designs and specifications and other design services reflect the entire scope of the project, integration of project components and incorporate requisite structural integrity, fire protection, exiting and life safety assurances, architectural barriers, definition of scope of work, aesthetics, building classifications, code analysis, occupancy and type of construction, interior space planning and design, environmental impact (sound attenuation, quality of living, impact on natural surroundings, pedestrian and automobile circulations, etc.), barrier free design and Americans with Disabilities Act requirements and compliance with all applicable local, state and federal laws, statutes, ordinances, codes, rules and regulations;
- 2.2.3.9 Attend and participate in regular project coordination meetings during project development between the A/E Firm(s), its Consultants, SNRHA's representative(s) and other Consultants of SNRHA as required;
- 2.2.3.10 Submit a list of qualified civil, electrical, mechanical and other engineer, design and professional professionals for any/all projects for SNRHA's approval, in conformance with this QBS and ensure the qualifications, coordination and performance of such professionals and further ensure that each such engineer places his or her name, seal and signature on all drawings and specifications prepared by such engineer;
- 2.2.3.11 Prepare responses to any relevant inquiries peculiar to such designs and issue any required written clarifications;
- 2.2.3.12 Develop comprehensive critical path project construction schedules to be followed by project contractor;
- 2.2.3.13 Prepare and file all documents required for and obtain the required approvals of all governmental agencies having jurisdiction over the any/all projects. SNRHA shall reimburse or pay all fees required by such governmental authorities;
- 2.2.4 **Bidding** – A/E firms shall prepare, assemble and make available construction documents, forms, plans and specifications used for project bids, setting forth, in detail, the requirements for the construction of the entire project, in conformity



with all applicable governmental and code requirements, the work to be done and the materials, workmanship, finish, equipment, warranty, operation manual, training and other essential element requirements of the project(s) as well as the following:

- 2.2.4.1 Conduct or otherwise participate in applicable pre-bid conferences and provide professional support relative to A/E Firm(s)'s design, specifications and any required addenda;
 - 2.2.4.2 Prepare addenda, changes and/or revisions for distribution to bidders/contractors;
 - 2.2.4.3 Assist with the negotiation or award of construction contracts;
 - 2.2.4.4 Assist SNRHA in obtaining and evaluating bids and substitutions and awarding the contract for the construction of the project(s);
 - 2.2.4.5 Provide modifications in the construction documents as necessary to bring the cost of the project(s) within its budget as set forth in this QBS, at no additional cost to SNRHA, when the lowest bid exceeds the budget for the project.
- 2.2.5 **Construction:** A/E Firm(s) shall represent the SNRHA during construction, to the extent provided in this QBS, unless otherwise modified in writing and advise and consult with SNRHA relative to such representations, as applicable and as well as the following:
- 2.2.5.1 Conduct or otherwise participate in any pre-construction conferences at the job site and provide related professional support;
 - 2.2.5.2 Develop fee schedules to include fee payment amounts and corresponding construction stages and time frames;
 - 2.2.5.3 Provide professional architectural and related services relative to the design, application, interpretation and acquisition of plans, permits, specifications and monitor and coordinate construction activities relative to design and specifications and contract compliance and documentation;
 - 2.2.5.4 Make recommendations to SNRHA on claims relating to the execution and progress of the work, all matters and questions relating thereto and ensure that such recommendations, in matters relating to artistic effect, shall be consistent with the intent of the construction documents;
 - 2.2.5.5 Advise SNRHA to reject work that does not conform to the construction documents and recommend, as necessary, any need to stop any work to avoid the improper performance relative to the construction documents;
 - 2.2.5.6 Review, evaluate and make written recommendations regarding contractor's proposals for possible change orders and prepare



- change orders with supporting documentation and data for SNRHA's review in accordance with the construction documents and authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time;
- 2.2.5.7 Review materials, equipment and applicable laboratory reports and approve requests for substitutions and laboratory reports for compliance with project design and specifications, subject to SNRHA acknowledgement and approval and prepare change orders for written approval of SNRHA;
 - 2.2.5.8 Ensure that no order is issued to contractor that might commit SNRHA to extra expenses, or otherwise amend the construction documents without first obtaining the written approval of SNRHA;
 - 2.2.5.9 Review, approve, or take other appropriate action upon contractor's submittals of schedule revisions, shop drawings, product data and samples for the purpose of verifying conformance with the construction documents and prepare supplementary schedules and drawings, as needed to clarify intent and ensure compliance with design and specifications and construction documents. A/E Firm(s)'s action shall not delay the work, but should allow for sufficient time in A/E Firm(s)'s professional judgment to adequately facilitate such matters;
 - 2.2.5.10 Prepare reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings, substitutions and other data furnished by a contractor;
 - 2.2.5.11 Conduct periodic visits at the site to render architectural observation as deemed necessary;
 - 2.2.5.12 Assist SNRHA in securing performance and compliance by contractor with the contract requirements;
 - 2.2.5.13 Gather information and process forms required by applicable governing authorities, such as building departments, etc. in a timely manner and to ensure proper project closeout;
 - 2.2.5.14 Make regular reports as may be required by governing agencies and regularly apprise SNRHA of the progress of construction;
 - 2.2.5.15 Interpret construction document's requirements and advise SNRHA as to contractor performance there under;
 - 2.2.5.16 Provide assistance in the utilization of equipment or systems, such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation;
 - 2.2.5.17 Maintain project construction accounts;



- 2.2.5.18 Review and certify the amounts due a contractor, where such certification for payment shall constitute a representation to SNRHA, based on observations and inspections at the site that the work has progressed to the level certified, that quality of the work is in accordance with the construction documents and that the contractor is entitled to payment in the amount certified;
- 2.2.5.19 Provide a color schedule of all materials in the project for SNRHA's review and approval;
- 2.2.5.20 Coordinate, conduct and/or participate in final walk through and prepare a final project punch list, as applicable;
- 2.2.5.21 Inspect the project to determine the date or dates of final completion, compile for and deliver to SNRHA a complete set of record documents consisting of all written warranties, guarantees, instruction books, charts, diagrams, records, specifications and related documents required of contractor by the construction documents and issue a final certificate of completion for payment upon contractor compliance with the requirements of the construction documents;
- 2.2.5.22 Upon issuance of the certificate of completion, provide SNRHA with one set of reproducible drawings showing the project "as-built" with the location of underground sewer, water and all utility connections and services specially noted as known, or as otherwise represented or furnished by others;
- 2.2.5.23 Provide written evaluation of the performance of the contractor under the requirements of the construction documents when requested in writing by SNRHA;
- 2.2.5.24 Advise SNRHA of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the project;
- 2.2.5.25 Evaluate and render written recommendations, within a reasonable time, but no longer than five (5) calendar days from the date received, on all claims, disputes or other matters at issue between SNRHA and contractor relating to the execution or progress of the work as provided in the construction contract;
- 2.2.5.26 Provide services, at no additional cost to SNRHA, made necessary by defect or deficiencies in the work of the contractor, which through reasonable care should have been, but wasn't discovered by A/E Firm(s), or promptly reported to SNRHA;
- 2.2.5.27 Assume responsibility to SNRHA for the utility, economy, durability and aesthetics of the work contemplated by its plans and specifications and to this end, ensure SNRHA that the finished work provides the level of safety of design required by applicable State Building and Public Works codes and regulations applicable to



SNRHA housing and that it conforms in every material respect with the approved plans and specifications;

- 2.2.5.28 Ensure that the finished Work complies with all the accessibility standards imposed by the Americans With Disabilities Act pursuant to 28 CFR 135.151©, provided that A/E Firm(s) shall not be responsible for acts or omissions of the contractor, subcontractors, or their agents or employees or of any other persons performing portions of the work not employed or hired by A/E Firm(s), except as required by this QBS;
 - 2.2.5.29 Make material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of the construction documents;
 - 2.2.5.30 Provide services made necessary by the default of the contractor, which do not arise directly or indirectly from negligence, errors or omissions of A/E Firm(s);
 - 2.2.5.31 Prepare, or otherwise provide, special delineations and models as directed by SNRHA;
 - 2.2.5.32 Provide any other services not otherwise included in this QBS, but customarily furnished in accordance with generally accepted architectural practices.
- 2.2.6 **Manufactured Items:** A/E Firm(s) shall consult and cooperate with SNRHA in the use and selection of manufactured items to be used in a project. Manufactured items, including but not limited to, paint, finish, hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials and floor coverings, shall be standardized to SNRHA's criteria so long as the same does not seriously interfere with the building design.
- 2.2.7 **Drawings, Specifications & Other Documents:** All plans, specifications, studies, drawings, estimates and other documents prepared by the A/E Firm(s) or A/E Firm(s)'s sub-contractors in connection with any contract awarded pursuant to this QBS shall be and shall remain the property of SNRHA. A/E Firm(s) will retain, on SNRHA's behalf, all such original documents in the A/E Firm(s)'s files. A/E Firm(s) shall provide, to SNRHA, one hard copy set and one CD-ROM set, of "as-built" reproducible documents for SNRHA's use. A/E Firm(s) shall transfer, upon SNRHA's written request, any/all plans, specifications, studies, drawings, estimates and other documents to SNRHA and shall provide the following:
- 2.2.7.1 A/E Firm(s) shall make a written record of all meetings, conferences, discussions and decisions made between or among SNRHA, A/E Firm(s) and contractor during all phases of the project(s), and concerning any material condition in the requirements, scope, performance and/or sequence of the work and shall provide a copy of such record to SNRHA;



- 2.2.7.2 SNRHA, as the sole owner of all documents prepared for the project(s), reserves the right to reuse all or any part of such documents at its sole discretion for the construction of all or any part of another project constructed by or for SNRHA. SNRHA is not bound by any contract awarded pursuant to this QBS to employ the services of the A/E Firm(s), or anyone involved in the preparation of such documents in the event such documents are reused.
- 2.2.8 **Accounting Records of A/E Firm(s):** Records of the A/E Firm(s)'s direct personnel and reimbursable expense pertaining to the extra services of a project and records of accounts between SNRHA and Contractor shall be kept on a generally recognized accounting basis and shall be available to SNRHA or its authorized representative at mutually convenient times.
- 2.2.9 **Estimated Construction Costs:** Estimates referred to in this QBS shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by A/E Firm(s), considering prevailing construction costs and including all work for which bids will be received. SNRHA understands that the project construction cost is affected by the labor and/or material market, as well as other conditions beyond the control of the A/E Firm(s);
- 2.2.9.1 A/E Firm(s) shall review the estimate at each phase of his services. If such estimates are in excess of the project budget, A/E Firm(s) shall revise the type or quality of construction to come within the budgeted limit, at no additional cost to SNRHA. A/E Firm(s)'s initial budget and scope limitations shall be realistic and be reviewed with SNRHA prior to formalization.
- 2.2.10 **Project Construction Costs:** Project construction cost as used in this QBS means the total cost to SNRHA of all work designed or specified by the A/E Firm(s), including work covered by approved change orders and/or alternates approved by SNRHA, exclusive of any payments to A/E Firm(s) or A/E Firm(s)'s sub-contractors, or costs of inspections, surveys, tests, landscaping and other costs related to, but not specifically included in the project(s) as well as;
- 2.2.10.1 Project construction costs shall be determined using SNRHA's budget during the preliminary design, design development and construction document phases, or until A/E Firm(s) submits an acceptable estimate of the construction costs to and agreed to by, SNRHA. At such time as project bids are received, the project construction cost shall be the bid amount of the lowest responsible responsive bidder;
- 2.2.10.2 Any project budget or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the A/E Firm(s) submits the construction documents to SNRHA, to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to SNRHA and the date on which bids are sought for the project(s);



- 2.2.10.3 If the lowest bid received exceeds the fixed limit of construction cost, SNRHA may:
- 2.2.10.3.1 Give written approval of an increase of such fixed limit; or;
 - 2.2.10.3.2 Authorize re-bidding of the project within a reasonable time; or
 - 2.2.10.3.3 Abandon or terminate the project; or
 - 2.2.10.3.4 Revise the project scope and/or quality as necessary to reduce the project cost.
- 2.2.10.4 If SNRHA chooses to proceed under any contract awarded pursuant to this QBS, A/E Firm(s), without additional charge to SNRHA, agrees to redesign projects until the project is brought within the construction budget set forth for such project(s). Redesign means redesign of the project with all its component parts to meet the budget for such project and does not mean phasing or removal of parts of the project unless agreed in writing by SNRHA.
- 2.2.11 **Reimbursable Expenses:** Expenses incurred by the A/E Firm(s), A/E Firm(s)'s employees and/or sub-contractors in the interest of SNRHA projects are in addition to compensation for basic and extra services and shall be reimbursed by SNRHA for the actual amount of expense upon the request of A/E Firm(s), provided A/E Firm(s) requested and received written approval by SNRHA prior to incurring such expense and invoices and other applicable records of such expenses are provided to SNRHA.
- 2.2.12 **Employees and A/E Firm(s):** A/E Firm(s), as part of the basic professional services, shall furnish, at its expense, the services of landscape architects, structural, mechanical, electrical and civil engineers, designers and other professional and related service providers as well as the following:
- 2.2.12.1 A/E Firm(s) shall submit, for written approval by SNRHA, the names of the A/E Firm(s)' subcontractors and/or additional firms proposed for the Project. Nothing in any contract awarded pursuant to this QBS shall create any contractual relation between SNRHA and any A/E Firm(s) employed by the A/E Firm(s) under the terms of any contract awarded pursuant to this QBS;
 - 2.2.12.2 A/E Firm(s)'s subcontractors and/or additional firms employed by A/E Firm(s) shall be licensed to practice in Nevada and have relevant experience with Nevada design and construction during the last five (5) years. If any employee, A/E Firm(s), or sub-contractor of the A/E Firm(s) is not acceptable to SNRHA, then that individual shall be replaced with an acceptable, competent person at SNRHA's request;
 - 2.2.12.3 The construction administrator or field representative assigned to this Project by A/E Firm(s) shall be licensed as a Nevada Architect and able to make critical Project decisions in a timely manner and shall be readily available and provide by phone, facsimile and through other correspondence, design direction and decisions as necessary.



2.2.13 **Services and Responsibilities:** A/E Firm(s) must be registered or licensed as an Architect in Nevada and may employ or otherwise utilize or arrange for, at A/E Firm(s)'s own expense, engineers and other A/E Firm(s) licensed to practice in their profession, necessary to effect performance of any contract awarded pursuant to this QBS as well as the following:

- 2.2.13.1 A/E Firm(s)'s services shall be performed in a manner that is consistent with professional skill and care and the orderly progress of the work. A/E Firm(s) represents that he/she will follow the standards of his/her profession in performing all services under any contract awarded pursuant to this QBS;
- 2.2.13.2 A/E Firm(s)'s provided services shall meet and conform with all SNRHA requirements local codes, ordinances, regulations and standards, including HUD's Section 504 Program; UFAS, ADA, and ANSI requirements;
- 2.2.13.3 A/E Firm(s) shall have access to Project work at all times;
- 2.2.13.4 A/E Firm(s) shall confer and cooperate with SNRHA employees, contractors, subcontractors and other A/E Firm(s) of SNRHA;
- 2.2.13.5 Upon request of SNRHA, the A/E Firm(s) shall submit for SNRHA's approval a schedule for the performance of the A/E Firm(s)'s services relative to the Project. The schedule may be adjusted as the Project proceeds by mutual written agreement of the parties and shall include allowances for time required for SNRHA's review for approval by authorities having jurisdiction over the Project. A/E Firm(s) shall not, except for reasonable cause, exceed the time limits established in such schedule.
- 2.2.13.6 A/E Firm(s)'s duties, responsibilities and limitations of authority shall not be restricted, modified or extended relative to those specified in any contract awarded pursuant to this QBS without written agreement between SNRHA and A/E Firm(s).

2.3 QUALIFICATIONS:

- 2.3.1 **Description of Firm:** This section should provide SNRHA information regarding the size, location, type of work performed, number of years in business and approach that will be used in meeting the needs of SNRHA.
- 2.3.2 **New Housing Construction:** Use this section of the Proposal to provide SNRHA with a detailed summary of the architectural firm's experience in programming, planning and providing "field" services for the construction of new housing facilities.
- 2.3.3 **Reconstruction/Rehabilitation Projects:** Use this section of the Proposal to provide SNRHA with a detailed summary of the architectural firm's experience in programming, planning and providing "field" services for the reconstruction/rehabilitation of housing facilities.

- 2.3.4 **Knowledge of HUD, and Housing Authorities, Americans with Disabilities Act (ADA) Section 504 and UFAS other state requirement, etc.:** Use this section of the Proposal to describe the knowledge possessed by members of your firm regarding HUD and other county, state and federal funded housing projects and the experience of staff members of your firm in such application processes.
- 2.3.5 **Project Plan and Methodology:** Briefly describe the procedures your architectural firm will use in conducting each phase of a construction/modernization Project to insure that the needs of SNRHA will be satisfied and that Projects will be completed in a cost effective and timely manner. Use this section to address the ability of your firm to undertake the Projects, keeping in mind the other workload of your office.
- 2.3.6 **Other:** Each architectural firm is encouraged to provide any additional information or description of resources the firm feels is pertinent to this QBS. (The inclusion of a brochure is acceptable.)
- 2.3.7 **Special Design Concerns:** Explain how your firm ensures compliance with the Americans with Disabilities Act (ADA, Section 504 and UFAS). Provide examples.
- 2.3.8 Efficient energy usage is a concern of the SNRHA. Describe how your firm incorporates this aspect of design into its work. Provide examples.
- 2.4 SNRHA A/E Service Categories:**
- Category 1: Architectural/Engineering, Single or Combined
 - Category 2: Landscape Architect
 - Category 3: Engineering: Civil Engineering
 - Category 4: Engineering: Structural
 - Category 5: MPE Engineering: (Mechanical, Plumbing & Electrical)
 - Category 6: Geotechnical and Special Inspections
- 2.5 Current Contractors:** The current contractors for SNRHA's A/E Services are the following:
- 2.5.1 **Category 1:** KME Architects, Robert Fielden, Inc. (RAFI) Integrated Design & Architecture, Sparkflight Studio
 - 2.5.2 **Category 2:** KME Architects;
 - 2.5.3 **Category 3:** Spectrum Services, S&B Christ Consulting and Dwyer Engineers;
 - 2.5.4 **Category 4:** Dwyer Engineers
 - 2.5.5 **Category 5:** RAFI
 - 2.5.6 **Category 6:** Geotek, Ninyo & Moore, Converse Consulting and Alliance Environmental, SCS Engineers, Universal Engineers, ServiceMaster
- 2.6 Service Sites and/or SNRHA Properties:** Following for your information, is a list of SNRHA's developments and facilities that it owns and operates within Clark County, Nevada. The SNRHA does not guarantee that it will retain the successful Contractor(s) 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 Contractor(s) 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 Contractor(s) at these or any other sites the SNRHA may own or have jurisdictional control.

NO.	PROPERTY/ADDRESS (Updated April 14, 2017)	UNITS	TYPE
1	Aida Brents Gardens, 2120 Vegas Dr., LV, NV 89106 (PH)	24	Senior
2	Archie Grant Park, 1720 Searles Ave., LV, NV 89101 (PH)	125	Senior
3	Arthur D. Sartini Plaza Annex, 5200 Alpine St., LV, NV 89107 (PH)	39	Senior
4	Arthur D. Sartini Plaza, 900 Brush St., LV, NV 89107 (PH)	220	Senior
5	Bassler/McCarran/Statz Sts, NLV, NV 89030 (AH)	20	Family
6	Biegger Estates, 5701 Missouri Avenue, LV, NV 89122 (RAD)	119	Family
7	Brown Homes, Flamingo & Perry Streets, LV, NV 89122 (AH)	124	Family
8	Dorothy Kidd Park, 3903 Stewart Ave., LV, NV 89110 (AH)	107	Senior
9	Ernie Cragin Terrace, Valley & 28 th St., LV, NV 89101 (PH)	40	Family
10	Espinoza Terrace, 171 Van Wagenen St., HN, NV 89015 (RAD)	100	Senior
11	Eva Garcia Mendoza, 1950 N Walnut Ave., LV, NV 89115 (AH)	128	Family
12	Hampton Court, 1030 Center St., HN, NV 89015 (PH)	100	Family
13	Harry Levy Gardens, 2525 W.Washington Ave. LV, NV 89106 (PH)	150	Senior
14	Housing Programs Office, 380 N. Maryland Pkwy, LV, NV 89101 (AH)		Office Building
15	Howard Cannon Center, 340 N. 11 th St., LV, NV 89101 (AH)		Office Building
16	Hullum Homes, 4980 E. Owens Ave., LV, NV 89115 (PH)	59	Family
17	James Down Towers, 5000 W. Alta Ave., LV, NV 89107 (PH)	200	Senior
18	Janice Brooks Bay, 5201 Walnut Ave., LV, NV 89110 (AH)	100	Family
19	Jones Gardens, 1750 Marion Dr., LV, NV 89115 (PH)	90	Family
20	Landsman Gardens, 750 Major Avenue, HN, NV 89015 (RAD)	100	Family
21	Lubertha Johnson, 3900 Perry St., LV, NV 89122 (PH)	112	Senior
22	Marble Manor Annex, MLK & Wyatt, LV, NV 89106 (PH)	20	Family
23	Marble Manor, Washington & H Streets, LV, NV 89106 (PH)	235	Family
24	Marion D. Bennett Plaza, 1818 Balzar Ave., LV, NV 89106 (PH)	65	Senior
25	Otto Merida Desert Villas, 3901 E. Chas Blvd, LV, NV 89110 (PH +LIHTC)	60	Family
26	Robert Gordon I-VII, 420 N. 10 th St., LV, NV 89101 (AH)	206	Senior
27	Robert Gordon Plaza VIII, 322 N. 10 th St., LV, NV 89101 (AH)	43	Senior
28	Rose Gardens, 1632 Yale Ave., NLV, NV 89030 (PH)	120	Senior
29	Rulon Earl Mobile Manor #1, 3909 E. Stewart Ave., LV, NV 89110 (AH)	71	Senior
30	Rulon Earl Mobile Manor #2, 3903 E. Stewart Ave., LV, NV 89110 (AH)	51	Senior
31	Scattered Site Homes (throughout the Clark County) AH:185; PH:386	571	Family
32	Schaffer Heights, 2901 Schaffer Circle, LV, NV 89121 (PH)	75	Senior
33	Sherman Gardens Annex, 909 Doolittle St., LV, NV 89106 (PH)	154	Family
34	Sherman Gardens, 1701 N. "J" St., LV, NV 89106 (PH)	80	Family
35	Simmons Manor, 5385 Austin John Ct., LV, NV 89122 (PH)	61	Family
36	Vera Johnson A, 1200 Harris Avenue, LV, NV 89101 (RAD)	76	Family
37	Vera Johnson B, 503 N Lamb Blvd., LV, NV 89110 (PH)	112	Family
38	Villa Capri, 1801 N "J" St., LV, NV 89106 (PH)	60	Family
39	W. F. Cottrell Admin Building 5380 E. Flamingo Road 89122 (AH)		Office Building

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

SNRHA'S VACANT LOTS			ACRES	TYPE
SNRHA'S VACANT LOTS				
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



Scattered Site Homes=Single-family homes located throughout Clark County, NV

3.0 SOLICITATION PROCEDURES & SUBMISSION INSTRUCTIONS:

3.1 Tabbed Proposal Submittal: The SNRHA through this Qualifications-Based Selection (QBS) method intends to award contract(s) to the highest-ranked Contractor(s) on Qualifications and Technical factors. Therefore, in order that the SNRHA properly evaluate the proposals received, all proposals submitted must be formatted in accordance with the following noted sequence. Each category must be separated by numbered index dividers and labeled with the corresponding tabs as referenced below. None of the proposed services may conflict with any requirement the SNRHA has published herein or has issued by addendum.

3.1.1 Tab No. 1: Form of Proposal: This form is attached as Attachment A to this QBS document. This 2-page form must be fully completed, executed where provided and submitted under this tab as a part of the proposal submittal.

3.1.2 Tab No. 2: Disclosure of Ownership & Conflict of Interest Forms: This form is attached as Attachment B to this QBS document. This 2-page form must be fully completed, executed and submitted under this tab as a part of the proposal submittal.

Disclosure of Conflict of Interest: to be acknowledged by signing, dating and returning it under this Tab of your proposal submittal;

3.1.3 Tab No. 3: HUD & SNRHA Required Forms: The following forms are attached as Attachment C to this QBS document:

3.1.3.1 HUD Form Standard Form 330, (SF330) *Architect/Engineers Qualifications*, (complete and return under Tab 4 with Proposed Services)

3.1.3.2 HUD-5369-B, *Instructions to Offerors, Non-Construction*; (keep for your records)

3.1.3.3 HUD-5370, *General Conditions for Non-Construction Contracts, Sections 1 and Section 2*; (keep for your records);

3.1.3.4 SNRHA Drug-Free Workplace Certification; (complete & return under this Tab of your Proposal Submittal)

3.1.3.5 Authorization to Release Information; (complete and return under Tab 6 of your Proposal Submittal);

3.1.3.6 Non Collusive Affidavit Certification; (complete and return under this Tab of your Proposal Submittal)

3.1.4 Tab No. 4: Proposed Services: As more fully detailed within the Scope of Services of this document, Contractors shall at a minimum, clearly detail the information submitted under this tab to include the following:

3.1.4.1 **Qualifications and Experience:** As detailed within the Evaluation Factors No. 2, the **Contractor's Demonstrated Experience** in performing similar work and the **Contractor's Demonstrated Successful Past Performance** (including meeting costs, schedules and performance requirements) of contract work



substantially similar to that required by this solicitation as verified by reference checks or other means. to include **Project Management experience such as:**

- 3.1.4.1.1 Describe in detail the process you will follow from schematic approval through approval of the final design.
- 3.1.4.1.2 Outline the design schedule that you will implement to meet the expected construction and occupancy dates. Describe the methods you will use to maintain this schedule. Describe the types of problems that you have encountered on similar projects and explain what you did to resolve the problems and what you would do differently to avoid such problems on future projects.
- 3.1.4.1.3 Describe how your firm can add value to this project and the process and include examples of situations from comparable projects where the Owner realized tangible value.
- 3.1.4.1.4 **Construction Costs:** Describe cost control methods you use and how you establish cost estimates. Include information on determining costs associated with construction in existing facilities and the steps in your standard change order procedure.
- 3.1.4.1.5 **Legal Concerns:** Explain the circumstances and outcome of any litigation, arbitration, or claims filed against your company by a governmental agency or any of the same you have filed against a governmental client.
- 3.1.4.1.6 **Applicable Laws:** HUD, Federal Regulations at 24 CFR 85.36, the procurement standards of the Procurement Handbook for PHAs, HUD Handbook 7460.8, Rev 2 and applicable State of Nevada and Local laws.

Note: The SNRHA will place particular emphasis on the Contractor's above-described Experience, Past Performance and Project Management with HUD or governmental related work);

SF330 Architect/Engineers Qualification (Attachment C) shall be fully completed and placed under this tab. To include any partners or sub-contractors that are a part of the services proposed.

- 3.1.4.2 **Specialized Knowledge and Understanding of SNRHA Requirements:** As detailed within Evaluation Factors, the Contractor's Specialized Knowledge and Understanding of the SNRHA's Requirements; Technical Competence (including, if appropriate, labor categories, estimated hours and skill mix) and the Contractor's proposed Work Plan to provide the required services; the Contractor's Technical Capabilities (in terms of



- personnel, equipment and materials) and Management Plan (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.) to include:
- 3.1.4.2.1 Provide a list of your best three projects, including addresses and types of buildings, wherein you provided accessible design complying with ADA, 504 or FHAA (You may include photographs if you desire);
 - 3.1.4.2.2 List professional consultants including the Accessibility Consultant outside your firm you propose to provide services not available in your firm. Provide specific information documenting their work on similar projects;
 - 3.1.4.2.3 Describe the exceptional accessibility features which your firm has designed.
- 3.1.4.3 Evidence that the Contractor is licensed in the state of which it is located;
 - 3.1.4.4 If appropriate, how staff is retained, screened, trained and monitored;
 - 3.1.4.5 The Contractor's quality control program;
 - 3.1.4.6 An explanation and copies of forms and reports utilized and the method of such to include their delivery methods (written, email, fax, etc.); and
 - 3.1.4.7 A complete description of the services to be provided and any applicable information as to how the Contractor intends to provide the services detailed within the Scope of Services.
- 3.1.5 **Tab No. 5: Managerial Capacity/Financial Viability:** The Contractor's entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within Attachment B, SNRHA Disclosure of Ownership Form. Such information shall include the Contractor's qualifications to provide the services; a description of the background and current organization of the institution, including a current organizational chart.
- 3.1.6 **Tab No. 6: Client Information:** The Contractor shall submit a listing of former or current clients, including the Public Housing Authorities, for whom the Contractor 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;
 - 3.1.6.4 A brief description and scope of the services and the dates the services were provided;



- 3.1.7 **Tab No. 7: Equal Employment Opportunity:** The Contractor must submit under this tab a copy of its Equal Opportunity Employment Policy and a brief description of the positive steps it will take to ensure compliance, to the greatest extent feasible. If it is shown by documentation of its Practice and History of Employing Minorities and/or Women in Professional Positions shall be considered for an award of points pursuant to Evaluation Criteria Factor No. 5c – however, any that does not complete and submit this form will NOT be considered for award of such points.
- 3.1.8 **Tab No. 8: Subcontractor/Joint Venture Information/Consulting Firm (Optional Item):** The Contractor shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture. Must have and provide documentation of projects in which the partnership has successful completed. Also must provide a copy of the sub-contractor/Joint Venture contract/agreement. Standard Form 330 is required.
- 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 the Section 3 Clause and Contractor Initial Response Form under this Tab of your Proposal.
- 3.1.10 **Tab No. 11: Other Information (Optional Item):** The Contractor 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 **Proposal Submittal Binding Method:** It is preferred and recommended that the Contractor bind the proposal submittals in such a manner that the SNRHA can, if needed, remove the pages from the cover (i.e. 3-ring binder) to make copies then return the proposal submittal to its original condition.

- 3.2 **Proposed Fees:** Proposed Fees are NOT to be included as part of the Proposal Submittal. After Notice of Award, the SNRHA will require the Contractors to provide a fee schedule for each year of the contract.

The Yearly Fee Schedule shall be detailed and include cost of service, all administrative cost, overhead/profit for each year, etc. Please specify any and all cost that will apply to the service requested as per the following example:

PROPOSED FEES CONTINUED



Year 1 Fee Schedule:

Labor: (title)	Hourly Rate: \$ _____
Material Cost: (specify)	\$ _____
Service Rate (if applicable):	\$ _____
Over Head: _____%	
Profit: _____%	
Additional Cost: \$ _____	

3.3 Quantity of Service: As detailed within this QBS, the SNRHA does not guarantee a minimum or maximum amount of work as a result of any award ensuing from this QBS; all work is performed on an as-needed basis.

3.4 Proposal Submission: All proposals submitted must be time-stamped and received by the SNRHA Procurement & Contracts Office no later than the submittal deadline stated within this Solicitation (or within any ensuing addendum). A total of 3 Proposals: 1 original with signatures (marked "ORIGINAL") and 2 exact copies (marked as "COPY"). Each of the 3 Proposal submittals must have a cover and extending tabs and shall be placed unfolded in a sealed package and addressed to:

Southern Nevada Regional Housing Authority (SNRHA)
Attention: Ryan J. Perry
Procurement Department
340 N. 11th Street
Las Vegas, NV 89101
QBS No. S19017, A/E SERVICES

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

3.5 Proposal Submission Categories: All firms participating in this QBS process shall provide the required qualification information per this solicitation. Firms can only submit proposals for a maximum of three (3) of the following six (6) service categories:

- Category 1: Architectural/Engineering, Single or Combined
- Category 2: Landscape Architect
- Category 3: Engineering: Civil Engineering
- Category 4: Engineering: Structural
- Category 5: MPE Engineering: (Mechanical, Plumbing & Electrical)
- Category 6: Geotechnical and Special Inspections

3.6 Submission Conditions: DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Contractors are not allowed to change any requirements or forms contained within this QBS Solicitation, either by making or entering onto these documents; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the SNRHA by the Contractor, such may invalidate that proposal. If, after accepting such a proposal, the SNRHA decides that any such entry has not changed the intent of the proposal that the SNRHA intended to receive, the SNRHA may accept the proposal and the proposal shall be considered by the SNRHA as if those additional marks, notations or requirements were not entered on such. By accessing the



<https://nevada.ionwave.net/HomePage.aspx> internet site, registering and downloading these documents, each prospective Contractor that does so is agreeing to confirm all notices that the SNRHA delivers to him/her as instructed, and by submitting a proposal, the Contractor agree to abide by all terms and conditions published herein and by addendum pertaining to this QBS.

3.7 Contractor’s Responsibilities Regarding Contact With the SNRHA:

It shall be the responsibility of each Contractor to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the SNRHA, including this QBS Solicitation, the documents listed within the above-stated Section 3.6, and any addenda and required attachments submitted by the Contractor. By virtue of completing, signing and submitting the completed documents, the Contractor is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the Contractor not authorized in writing by the SNRHA PM to exclude any of the SNRHA requirements contained within the documents may cause that Contractor to not be considered for award.

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

3.8 Question & Answer (Q&A) Period: All questions and requests for interpretation must be provided in writing by the **deadline date and time of Tuesday, June 25, 2024 through Tuesday, July 9, 2024, 10:00 AM and no questions will be addressed after this deadline. No exceptions.** All questions and request for interpretation must be submitted **only** via the NGEN Website to Ryan Perry, Contracts Administrator at <https://nevada.ionwave.net/HomePage.aspx> Submitting your questions via this website provides a process of transparency and fairness in that all questions asked will be answered simultaneously to all Contractors registered on this site.

3.8.1 During the period between SNRHA’s issuance of this QBS Solicitation and the **Proposal Submission due date of Monday, July 22, 2024, 10:00 AM**, no oral interpretation of the QBS’s requirements will be provided to any prospective Contractor beyond the Pre-Proposal Conference. All questions must be submitted only in writing via email to the contact person listed above in Section 3.8.

3.9 PROPOSAL EVALUATION:

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

NO.	MAX POINT VALUE	PROPOSAL EVALUATION FACTORS
1	35 points (Subjective)	PROFESSIONAL QUALIFICATIONS: Evidence of the A/E’s or firm’s ability to perform the work as indicated by profiles of the principals’ and staffs’ professional and technical competence/experience, and their facilities; EXPERIENCE: Contractor displays for the work required, based upon the work history and the resumes submitted for the staff proposed to perform the work;



2	25 points (Subjective)	PAST PERFORMANCE: Contractor's prior work of the same or similar nature, to include terms of cost control, quality of work and compliance with performance schedules based on the letters of reference and/or client lists submitted and results of any consultation the SNRHA chooses to conduct with such; each based upon the opinion of the evaluators.
3	30 points (Subjective)	<p>The SPECIALIZED KNOWLEDGE, TECHNICAL COMPETENCE, CAPABILITY and ABILITY the Contractor displays, in that the proposal submittal shows:</p> <ol style="list-style-type: none"> 1. Capability to provide professional services in a timely manner; 2. If design work is involved, evidence that the A/E is currently registered in the State of the project's location and carries Errors and Omissions insurance (Note that this is a yes or no criterion: if the answer is no, the firm is disqualified, no point-scored); 3. Demonstrated knowledge of local building codes and Federal building alterations requirements; and a knowledge and understanding of the scope of the work to be performed, providing such services for a Housing Authority, a governmental agency or in a multi-family environment; 4. The resources or ability to retain the resources, to provide the Scope of Work; <p>5. A realistic approach to the performance of the required work supported by references from similar agencies within the State of Nevada, and in the opinion of the evaluators the quality of the proposed services. Greater weight will be given to those firms that have the resources in-house to provide the required services;</p>
4	10 points (Subjective)	OVERALL QUALITY AND PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED , based upon the opinion of the evaluators.
100 Points		Total Points (Other than Preference Points)

5. **Preference Evaluation Factors:** The following factors will be utilized by SNRHA staff to evaluate the Proposals received:

NO.	MAX POINT VALUE	CRITERION DESCRIPTION
CONTRACTOR(S) DIVERSITY (Max of 10 Points)		
5a	10 points	Women or Minority-Owned Business.
5b	7 points	Joint venture with a woman, minority or HA resident-owned business
5c	3 points	Practice and history of employing minority and/or women in Management and/or Professional positions. (See Attachment F)
100 Points		Total Possible Points



3.9.1 Evaluation Method/Plan:

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

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

3.9.3.2.1 Instructions to Evaluators;

3.9.3.2.2 Proposal Tabulation Form;

3.9.3.2.3 Written Narrative Form for each Contractor;

3.9.3.2.4 A copy of this QBS Solicitation and any Addenda; and

3.9.3.2.5 A copy of the Contractor's Proposal

3.9.2 Evaluation Committee: The HA anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive proposals submitted in response to this QBS. **PLEASE NOTE: No Contractor(s) shall be informed at any time during or after the QBS process as to the identity of any evaluation committee member. If, by chance, a Contractor does become aware of identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this QBS.** As detailed within the above Section 3.7, the SNRHA's designated primary contact is the only person at the SNRHA that Contractors shall contact regarding this QBS. Failure to abide by this requirement may (and most likely will) cause such Contractor(s) to be eliminated from consideration for award.

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

3.9.4 Determination of Top-Ranked Contractor(s): The points awarded by the Evaluation Committee shall be combined with the points awarded by the SNRHA PM or designee to determine the final rankings, which shall be forwarded by the SNRHA PM to the SNRHA ED for approval.

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

3.10 Notice of Results of Evaluation: All Contractors will receive by e-mail a Notice of Results of Evaluation via the <https://nevada.ionwave.net/HomePage.aspx> website. Such notice shall inform all Contractor(s) of:



- 3.10.1 Which Contractor received the award;
- 3.10.2 Where each Contractor placed in the process as a result of the evaluation of the proposals received (i.e. total points awarded to each Contractor); and
- 3.10.3 If applicable, the cost or financial offers received for each Contractor
- 3.11 **Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a Contractor entity will be excluded from participation on the HA Evaluation Committee. Similarly, all persons having ownership interest in and/or contract with a Contractor's entity will be excluded from participation on the HA Evaluation Committee.
- 3.12 **Minimum Evaluation Results:** To be considered to receive an award a Contractor must receive a total calculated average of at least 85 points (of the 100 total possible points detailed within Section 3.9 herein).
- 3.13 **CONTRACT AWARD:**
- 3.13.1 **Contract Award Procedure:** If a contract is awarded pursuant to this QBS, the following detailed procedures will be followed:
- 3.13.1.1 It is anticipated that upon final completion of the Proposal Evaluation Process, the Evaluation Committee will forward the completed evaluations to the HA PM or designee. The SNRHA PM will formulate and forward to the SNRHA Executive Director (ED) for approval of a written award recommendation. The SNRHA ED will review the recommendation and, if in agreement, take the award recommendation to the SNRHA BOC at a scheduled board meeting for approval (typically for contracts with a total value greater than \$150,000.00). If so, the HA BOC will then make its determination of whether or not to follow the committee's recommendation. If the recommendation is followed and the top-rated Contractor is approved for award, all Contractors will, after a contract is executed with the successful Contractor, as detailed within Section 3.10, receive a Notice of Results of Evaluation. Contract price negotiations may, at the HA's option, be conducted prior to or after the Board approval, if necessary.
- 3.13.2 **Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the HA pursuant to this QBS:
- 3.13.2.1 **Contract Form:** The HA will not execute a contract on the successful Contractor's form-contracts will only be executed on the SNRHA form (please see Sample Contract, (Attachment H HUD 51915), and by submitting a proposal the successful Contractor 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 Contractor wishes to include therein, but the failure of the HA to include such clauses does not give the successful Contractor the right to refuse to execute the SNRHA's contract form. It is the responsibility of each prospective Contractor to notify the SNRHA, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The



SNRHA will consider and respond to such written correspondence, and if the prospective Contractor is not willing to abide by the SNRHA's response (decision), then that prospective Contractor shall be deemed ineligible to submit a proposal.

- 3.13.2.2 Specific Projects/Scope of Work to be issued in the form a Task Order for A/E Services as required by the SNRHA for an indefinite quantity of services.
- 3.13.2.3 SNRHA makes no guarantee a minimum or maximum amount of Projects/Task Orders to be issued to any one Contractor.
- 3.13.2.4 The Qualification List shall be used at the discretion and best interest of the SNRHA. SNRHA has the right to select firms from the Qualifications List and waive the order in which the firms are established on the Qualifications List.
- 3.13.2.5 **Assignment of Personnel:** The SNRHA shall retain the right to demand and receive a change in personnel assigned to the work if the SNRHA believes that such change is in the best interest of the HA and the completion of the contracted work.
- 3.13.2.6 **Unauthorized Sub-Contracting Prohibited:** The successful Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this QBS (including, but not limited to, selling or transferring the contract) without the prior written consent of the HA PM. Any purported assignment of interest or delegation of duty, without the prior written consent of the SNRHA PM shall be void and may result in the cancellation of the contract with the SNRHA, or may result in the full or partial forfeiture of funds paid to the successful Contractor as a result of the proposed contract; either as determined by the SNRHA PM.

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

3.14 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 following specific ethical requirements for PHA contracting 24 CFR 85.36 (b)(3):

3.14.1 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.



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

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

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

3.14.2.3 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:

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

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

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

3.14.5 No present or former PHA employee, officer, or agent shall engage in selling or attempting to sell supplies, services, or construction to the PHA for one year following the date such employment ceased (see ACC, Form HUD-53012A, Section 19 dated 7/95). The term "sell" means signing a bid or proposal, negotiating a contract, contacting any PHA employee, officer, or agent for the purpose of obtaining, negotiating, or discussing changes in specifications, price, cost allowances, or other terms of a contract; settling contract disputes; or any other liaison activity with a view toward the ultimate consummation of a sale, although the actual contract is negotiated by another person.



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

- 4.1 An original certificate evidencing the Contractor's current industrial (workers compensation) insurance carrier and coverage amount;
- 4.2 An original certificate evidencing General Liability coverage, naming the HA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Southern Nevada Regional Housing Authority as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;
- 4.3 An original certificate showing the Contractor's Professional Liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$5,000,000), with a deductible of not greater than \$1,000;
- 4.4 An original certificate showing the Contractor's Automobile Insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
- 4.5 A copy of the Contractor's business license allowing that entity to provide such services within the City of Las Vegas, NV;
- 4.6 If applicable, a copy of the Contractor's license issued by the State of Nevada licensing authority allowing the Contractor to provide the services detailed herein.

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

5.0 Right to Negotiate Final Fees: The HA shall retain the right to negotiate the amount of fees that are paid to the successful Contractor, meaning the fees proposed by the top-rated Contractor may, at the HA's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the SNRHA Evaluation Panel has chosen a top-rated Contractor. If such negotiations are not, in the opinion of the SNRHA Procurement Manager successfully concluded within 5 business days, the SNRHA shall retain the right to end such negotiations and begin negotiations with the next rated Contractor. The SNRHA shall retain the right to negotiate with and make an award to more than one Contractor, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached. Such negotiations shall be conducted as detailed within Sections N through Q of Chapter 7.2 of HUD Procurement Handbook 7460.8 REV 2.

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



Attachment A: Form of Proposal Checklist; (Return under Tab 1)

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

Attachment C: HUD & SNRHA Required Forms:

Form SF330 Architect/Engineers Qualification; (Return under Tab 4 with Proposed Services)

Form HUD-5369-B (8/93), *Instructions to Offerors, Non-Construction*; (FYI)

Form HUD 5370-C (01/14) *General Conditions for Non-Construction Contracts – Sections 1 and 2*; (FYI)

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

Authorization to Release Information; (Return under Tab 3)

Non Collusive Affidavit Certification; (Return under Tab 3)

Attachment D: SNRHA Section 3 Clause Section 3 Contractor Initial Response Form,
(Return under Tab 9)

Attachment E: Practice and History of Employing Minorities and/or Women in Professional Positions (Return under Tab 7), Optional Item

Attachment F: SNRHA Sample Contract Form: HUD 51915 Model for Agreement Between Owner and Design and HUD 51915-A Contract Provisions Required by Federal Law and Sample Certificate of Insurance (FYI)

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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 \$105,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) 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 thereof 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 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 agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. 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.

18. 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.

19. 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.

20. Liens

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

21. 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) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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 3 OF YOUR PROPOSAL)

Date: _____

Attn: Ryan J. Perry
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 Request for Quote, (RFQ) with the Southern Nevada Regional Housing Authority (SNRHA).

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

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

Company Name: _____

Signature _____ Title: _____

Printed Name: _____

License or DUN Number: _____

ARCHITECT-ENGINEER QUALIFICATIONS

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

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

PURPOSE

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

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

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

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

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

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

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

INDIVIDUAL AGENCY INSTRUCTIONS

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

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

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

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

Firm: Defined in FAR 36.102.

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

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

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

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

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

Section B. Architect-Engineer Point of Contact.

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

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

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

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

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

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section G. Key Personnel Participation in Example Projects.

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

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

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

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

Section H. Additional Information.

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

Section I. Authorized Representative.

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

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

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

29. EXAMPLE PROJECTS KEY

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

Part II - General Qualifications

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

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

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

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

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

5. Ownership.

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

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

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

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

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

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

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

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

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

List of Disciplines (*Function Codes*)

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

List of Experience Categories (*Profile Codes*)

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

List of Experience Categories (*Profile Codes continued*)

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

List of Experience Categories (*Profile Codes continued*)

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

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION <i>(City and State)</i>		
2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER	

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE		
5. NAME OF FIRM		
6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS

C. PROPOSED TEAM

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

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

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

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

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

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

19. RELEVANT PROJECTS

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

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

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

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

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

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

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

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

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

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

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

23. PROJECT OWNER'S INFORMATION

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

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

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

H. ADDITIONAL INFORMATION

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

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

