



**SOUTHERN NEVADA REGIONAL
HOUSING AUTHORITY**

**REQUEST FOR PROPOSALS (RFP)
FOR
EMPLOYEE BENEFITS CONSULTING
BROKER SERVICES**

**RFP NO. P25000
MAY, 2024**

TO RESPOND TO THIS RFP, REFER TO PAGE 5

**Submission Deadline:
Monday, June 10, 2024, 10:00 AM (PST)**

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

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SNRHA's NARRATIVE OF SERVICES

Southern Nevada Regional Housing Authority (SNRHA), an Accredited Management Organization®, was formed in January 2010 through the consolidation of 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 19 public housing properties, 386 scattered site units (single-family homes) totaling 2,149 public housing units. A total of 5,055 residents are served under this program. Of the 19 public housing properties 16 are conventional public housing, four (4) designated senior developments, two (2) designated as elderly/disabled developments, ten (10) are designated as family developments. The remaining three (3) properties are Mixed Finance public housing properties designated as family developments.

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

SNRHA owns and manages an additional 1,035 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 Moreno of the Governor's Office at (702) 486-4700 or 702-486-2630 or at rosamoreno@goed.nv.gov.



RFP 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>Linda P. Simpson, Contracts Administrator Telephone: (702) 477-3144 TDD: (702) 387-1898 Email: lsimpson@snvrha.org, or if not available, contact</p> <p>Johnny Shaw, Purchasing Manager Telephone: (702) 477-3146 Email: jshaw@snvrha.org</p>
<p>HOW TO OBTAIN THE SOLICITATION DOCUMENTS ON THE APPLICABLE INTERNET SITES:</p>	<p>DOWNLOAD AND RESPOND TO THIS SOLICITATION: Housing Agency Marketplace website: ha.economicengine.com Registered Users: Log in and insert Solicitation No. RFP P25000 Non-Registered Users: You must register your company before downloading and responding to this RFP, which is free of charge. Click on "New Vendor" to register. Problems accessing or registering your company, call 866-526-9266, 9AM Eastern – 4PM Pacific, M-F</p>
<p>PRE-PROPOSAL CONFERENCE:</p>	<p>See Questions & Answers (Q&A) Period Information below in lieu of Pre-Proposal Conference</p>
<p>Q&A DEADLINE IN LIEU OF PRE-PROPOSAL CONFERENCE:</p>	<p>Thurs., May 9, 2024, – Wed., May 23, 2024, 10:00AM (PST) All questions and answers must be submitted in writing via https://ha.internationaleprocurement.com</p>
<p>SOLICITATION SUBMITTAL RETURN & DEADLINE:</p>	<p>Southern Nevada Regional Housing Authority Procurement & Contracts 340 N. 11th Street, Suite 180 Las Vegas, NV 89101</p> <p>Mon., June 10, 2024, 10:00 AM (PST)</p> <p>Your proposed costs must be entered at the applicable website, https://ha.internationaleprocurement.com by the deadline date and time. Additionally, your three (3), sealed, hard-copy, proposals must be received in-hand and time-stamped by the SNRHA Procurement & Contracts Office no later than 3PM (PST) on the above-stated deadline date.</p>
<p>ANTICIPATED APPROVAL BY SNRHA BOARD OF COMMISSIONERS, if necessary</p>	<p>Thursday, June 20, 2024</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 Solicitation process, or to terminate the Solicitation process at any time, if deemed by the SNRHA to be in its best interests.
- 1.1.2 The SNRHA reserves the right not to award a contract pursuant to this Solicitation or award a contract to more than one 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 Solicitation, at any time for its convenience upon 10 days written notice to the successful proposer(s).
- 1.1.4 The SNRHA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this Solicitation.
- 1.1.5 The SNRHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 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 fees proposed by the proposer entity.
- 1.1.7 The SNRHA reserves the right to reject and not consider any proposal that does not meet the requirements of this Solicitation, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.1.8 The SNRHA shall have no obligation to compensate any proposer for any costs incurred in responding to this Solicitation.
- 1.1.9 The SNRHA reserves the right to accept only one Solicitation per company carrying the same Tax Identification Number.
- 1.1.10 SNRHA reserves the right and requires all contractors to comply with the American Disability Act (ADA) on all contracts which are as follows:
 - 1.10.1 Proposer 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 Proposer agrees to abide by the requirements of the following as applicable; The Rehabilitation Act of 1973 as amended, the Vietnam Veterans Readjustment Assistance Act of 1974; the Requirements of the ADA of 1990. The Proposer agrees not to discriminate in its employment practices and will render services under this agreement and any contract entered into as a result of this agreement, without regard to veteran status or disabilities. Any failure to comply with these statutory obligations

when applicable shall be grounds for termination of this agreement and any contract entered into as a result of this agreement.

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

1.1.12 The SNRHA shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the Housing Agency Marketplace eProcurement website at <https://ha.internationaleprocurement.com> and downloading and responding to this Solicitation, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet site, and further agrees that he/she will inform the SNRHA PM in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the SNRHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the SNRHA, but not the prospective proposer, of any responsibility pertaining to such issue.

1.2 Protest Procedures: Any prospective or actual proposer, offeror, or 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 Proposer who submits an unsuccessful bid may not seek any type of judicial intervention until the Contracting Officer (CO) or his designate(s) have made a determination on the protest and awards the contracts.

1.2.3 Neither the BOC, CO nor its authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Proposer who submits a bid, whether or not the person files the protest pursuant to this section.

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

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: The Southern Nevada Regional Housing Authority is seeking written proposals from qualified Brokers to assist with strategically planning, designing and negotiating the best coverage and cost-effective plan solutions for its health, welfare and wellness employee benefit programs. The insurance brokerage firm must be capable of providing both brokerage and consulting services.

Proposers may not contact the Insurance Marketplace or discuss SNRHA’s account with underwriters until we have made our final Broker selection.

2.1 General Required Services: The SNRHA chooses to obtain the above-stated services by utilizing the services of a Broker, but makes the premium payments directly to the insurance carrier. The SNRHA reserves the right to award the contract to a single carrier via a single Broker for the combined services as a result of the evaluations conducted by a committee appointed by the SNRHA.

2.2 General Information: Please note the following information pertaining to the SNRHA:

2.2.1 Estimated annual payroll: \$.19,296.000.00, excluding benefits;

2.2.2 Estimated number of full-time employees, excluding occasional volunteers: 240

2.2.2.1 The current age of the full-time work force is 22 years to 75 years, include retirees.

2.2.2.2 The SNRHA does not currently employ any persons with physical handicaps (though work restrictions based on Reasonable Accommodations and workers compensation. Exceptions: Sight impaired, but not blind.

2.2.2.3 Some employees occasionally travel out-of-state on business, (e.g., trainings, conferences, meetings, etc.) .

2.2.2.4 The SNRHA currently has 40 Retiree, (16 Medical, Dental/Vision and 14 Life)

2.2.3 Current experience modification factor for the Southern Nevada Regional Housing Authority is 2.0.

2.2.4 The SNRHA’s practices and policies include:

2.2.4.1 The hiring and screening process includes pre-employment drug testing;

2.2.4.2 Modified and/or light-duty return to work program;

2.2.4.3 Employer-paid health insurance for employees;

2.2.4.4 Safety program;

2.2.4.5 Criminal background checks conducted for new hires;

2.2.4.6 Certificates of insurance required for all vendors, suppliers, contractors and subcontractors;

2.2.4.7 Typical hours of operation: 40 hour work-week consisting of 4-10’s. After hour and 24 hour coverage for Property Maintenance.



2.2.5 The SNRHA Federal Employer Identification Number is: 27-0910670.

2.3 **Broker:** Pertaining to the Broker, the SNRHA has detailed under Section 3.0 herein a substantial amount of information that each Proposer must submit as a part of the proposal submittal (especially within Section 3.1.4), and that information is indicative of the services the SNRHA will require the successful proposer (Broker) to provide. The SNRHA will require the Broker to have experience managing accounts similar to the SNRHA. Greater emphasis may be given to firms that have managed these programs for a Housing Authority or a similar governmental agency.

2.3.1 **Required Insurance Plans:** The SNRHA anticipates that, pursuant to industry practice, Broker shall submit proposals to carriers/insurers, The SNRHA requires each Broker, at a minimum Broker and a specific Insurer. The SNRHA has required each Broker to provide at least the insurance plans and programs. At a minimum, Plans must be an exact match of what SNRHA currently offers, however SNRHA desires richer benefit plans, where possible. See Attachment G, Employee Demographics and current Benefit Plans.:

- 2.3.1.1 Medical
- 2.3.1.2 Dental
- 2.3.1.3 Vision
- 2.3.1.4 Life
- 2.3.1.5 Life and Accident Death or Dismemberment (AD&D)
- 2.3.1.6 Workers Compensation
- 2.3.1.7 Long Term Disability
- 2.3.1.8 Employee Assistant Program (EAP)
- 2.3.1.9 Voluntary Benefits, e.g Short term and Disability)

Supplemental Insurance Plans: The SNRHA currently offers the following optional plans/benefit packages and is seeking Brokers to include these or similar plans:

- 2.3.1.10 Section 125 Flexible Savings Accounts for Medical and Dependent Care Reimbursement;
- 2.3.1.11 Short Term Disability (provided on a voluntary basis and individual basis);
- 2.3.1.12 Voluntary/Supplemental Benefits

2.3.2 **Additional Plans the SNRHA are seeking to include in its Employee Benefits Package:**

- 2.3.2.1 Wellness
- 2.3.2.2 Critical Illness
- 2.3.2.3 Accident, per insurance
- 2.3.2.4 Legal Services
- 2.3.2.5 Hospital Indemnity
- 2.3.2.6 Mental Health
- 2.3.2.7 Financial Planning
- 2.3.2.8 Auto/Home Insurance
- 2.3.2.9 Long-Term Care

2.3.3 The SNRHA anticipates that it will execute a contract with the Insurer, and that all payments will be made to the Insurer by the SNRHA. As is typical with this industry, the SNRHA does not anticipate making any payments to the Broker for these services, that he/she will obtain any necessary compensation from the Insurer(s).



- 2.4 **Insurer:** Pertaining to the Insurer, the SNRHA must be assured of adequate capital/surplus and reserves. Therefore, the SNRHA has established a threshold criteria that any Insurer proposed must, within one year prior to the proposal submittal deadline, have at least a “Class VI” for financial status and at least “B+” for performance from the A.M. Best Company, or equal service, and a Financial Performance Index (FPI) rating from the A.M. Best Company, or equal service, of “6” or higher for a company in the NA-3 category (Insufficient Operating Experience).
- 2.5 **Current Contractor:** The current primary Broker of Record for these services is Doroshow Insurance Company.
- 2.6 **Current Insurance Plans:**
 - 2.6.1 SNRHA’s Demographics and current Plans, See Attachment G.
- 2.7 **Escalation:** The SNRHA understands that Premium and Policy Renewal rates may change based the insurance at National Council on Compensation Insurance, ncci.com and based upon the SNRHA annual payroll.

3.0 SOLICITATION PROCEDURES & SUBMISSION INSTRUCTIONS:

- 3.1 **Tabbed Proposal Submittal:** The SNRHA intends to retain the successful proposer pursuant to a “Best Value” basis, not a “Low Bid” basis (“Best Value” in that the SNRHA will, as detailed within the following Section consider factors other than cost in making the award decision). Therefore, so that the SNRHA can properly evaluate the offers received, all proposals submitted in response to this RFP 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 also 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 RFP 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 Form & Proposer’s Disclosure of Conflict of Interest Acknowledgment:**
 - 3.1.2.1 **Disclosure of Ownership Form:** This form is attached as Attachment B to this RFP document. This 2-page form must be fully completed, executed and submitted under this tab as a part of the proposal submittal;
 - 3.1.2.2 **Proposer’s Disclosure of Conflict of Interest Form:** This information must be complete, signed, dated and placed under Tab 2 along with the Disclosure of Ownership Form of your proposal submission;
 - 3.1.3 **Tab No. 3: HUD & SNRHA Required Forms:** The following forms are attached as Attachment C to this RFP document:
 - 3.1.3.1 form HUD-5369, *Instructions to Offerors, Non-Construction; (keep for your records)*



- 3.1.3.2 form HUD 5369-C, Certifications and Representations of Offerors, Non-Construction Contract; (complete and return under this Tab);
- 3.1.3.3 form HUD 5370-C, *General Conditions for Non-Construction Contracts – Section 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 this Tab of your Proposal Submittal);
- 3.1.3.6 Non Collusive Affidavit Certification (complete and return under this Tab of your Proposal Submittal), and
- 3.1.3.7 SNRHA’s Authorization to Insurers to Release Quotes (keep for your records)
- 3.1.4 **Tab No. 4: Proposed Services:** The Proposer shall, at a minimum, clearly detail the information submitted under this tab to include the following:
 - 3.1.4.1 **Firm History and Experience:** Provide a brief history of your agency (e.g., number of years in business, size, volume of business, locations and business philosophy)
 - 3.1.4.2 Describe the visibility and influence of your agency in the employee benefits arena;
 - 3.1.4.3 Describe methods used by your agency to stay abreast of developments in the insurance industry, including risks management. How do you disseminate **such** information to your clients?
 - 3.1.4.4 Describe issues impacting employee benefit programs over the next few years.
 - 3.1.4.5 Describe your experience in placing Workers Compensation coverage.
 - 3.1.4.6 Describe at least two (2) innovative strategic solutions you have implemented for clients similar to SNRHA that highlight your benefits consulting expertise.
 - 3.1.4.7 Describe your firm’s commitment and internal mechanism(s) for ensuring client satisfaction, including quality assurance.
 - 3.1.4.8 Describe your agency’s consulting and educational services as it relates to compliance.
 - 3.1.4.9 **Account Team Qualifications:** Detail the **primary** account team that would be assigned to SNRHA. For each member of the team, highlight qualifications and experience, and provide a summary of roles and distribution of responsibilities.
 - 3.1.4.10 Describe your agency’s approach to ongoing training for staff.
 - 3.1.4.11 **Clients:** Describe how you envision servicing SNRHA’s account; including technology to assist and manage our account.
 - 3.1.4.12 Describe your plan for the transition of services, if chosen as SNRHA’s broker of record.
 - 3.1.4.13 Describe your “onboarding” process for SNRHA as a new client, including timeline.



- 3.1.4.14 Describe your process for designing and negotiating insurance programs, including the key parameters and variables that go toward determining premiums, optimal retentions, total limits of risk transfer and funding options.
- 3.1.4.15 Describe the benchmarking efforts and resources your firm uses to assist clients.
- 3.1.4.16 Provide contact names and phone numbers of three (3) client references. Preferably, one (1) client each for 1-year, 3-years and 5 years.

- 3.1.4.17 **Compensation:** State your philosophy of full disclosure of compensation/commissions paid by carriers.

- 3.1.4.18 **Services:** Provide an overview of your account support and administration services, including enrollment coordination and ongoing support for **SNRHA** employees.
- 3.1.4.19 Describe how you will provide support and services relating to transactions that occurred prior to your engagement.
- 3.1.4.20 Describe your capabilities in ongoing plan performance monitoring, plan performance forecasting, claims experience analysis, benchmarking and reporting.
- 3.1.4.21 Describe your capabilities and experience in employee communications.
- 3.1.4.22 Describe how you propose to assist SNRHA in managing claims.
- 3.1.4.23 Describe what services your firm will provide to our employees when a claim dispute arises for denial of a claim by a carrier.
- 3.1.4.24 Describe experience and success in planning onsite employee health and wellness fairs.
- 3.1.4.25 Describe any additional service options that may be of interest to **SNRHA**.
- 3.1.4.26 Describe the process you employ and the program you propose for assisting the SNRHA in developing risk management priorities, goals, objectives and a strategic plan, including what performance criteria do you propose to put in place to measure progress and assure attainment of the agreed upon goals.

- 3.1.4.27 **Describe attributes that make you a valuable strategic partner to SNRHA.**
- 3.1.4.28 Provide an overview of your approach to strategic planning.
- 3.1.4.29 Discuss the most important issues in the employee benefits, and how your agency is uniquely poised to address.
- 3.1.4.30 Describe if, and how, you can guarantee to bring reduced premiums to SNRHA.
- 3.1.4.31 Given issues surrounding quality and access to health care in Nevada, describe how your agency can assist SNRHA in its desire to expand benefit options (e.g., multiple carriers), especially health insurance?
- 3.1.4.32 Compared to groups our size, what percentage of your groups are enrolled in health plans (medical) other than Health Plan of Nevada?
- 3.1.4.33 How can your agency assure SNRHA that its premiums are at or below market trend?
- 3.1.4.34 How can your agency assist SNRHA in controlling future renewal premiums?

- 3.1.4.35 **Technology: What technology does your brokerage use to service its clients?**



- 3.1.4.36 Describe your use of technology to support online employee services and education, including access to benefits and support.
 - 3.1.4.37 Does your firm offer “carrier connections” to assist with enrollments?
 - 3.1.4.38 Does your firm offer any technology to assist with new hire onboarding (e.g. online new hire benefits enrollment)?
 - 3.1.4.39 Describe technological enhancements to assist with open enrollment.
 - 3.1.4.40 Describe internal controls designed to protect the quality, documentation and security of SNRHA’s account and employee information.
- 3.1.5 **Tab No. 5: Managerial Capacity/Financial Viability:** The Proposer’s entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within Attachment B, SNRHA Disclosure of Ownership Form. Such information shall include the proposer'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 Proposer shall submit a listing of former or current clients, including the Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
- 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 Proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a brief description of the positive steps it will take to ensure compliance, to the greatest extent feasible. **If it is shown by documentation of its *Practice and History of Employing Minorities and/or Women in Professional Positions* shall be considered for an award of points pursuant to Evaluation Criteria Factor No. 6c – however, any Proposer 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 (Optional Item):** The Proposer 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 proposer under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
- 3.1.9 **Tab No. 9: SNRHA’s Section 3 Clause and Contractor Initial Response Form:** The SNRHA is required by HUD to implement its Section 3 Plan to the greatest extent feasible for any new contracts that has a labor component for employment opportunities for small businesses and low-income resident/persons as it is subject to the terms and conditions under Section 3 of the HUD Act of 1968, as amended, 12. U.S.C 1701u. Please acknowledge

acceptance and receipt by signature and return of the Section 3 Clause and Contractor Initial Response Form under this Tab of your Proposal.

- 3.1.10 Tab No. 10: Other Information (Optional Item):** The Proposer may include under this tab any other general information that he/she believes is appropriate to assist the SNRHA in its evaluation.
- 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 Proposer bind the proposal submittals in such a manner that the SNRHA can, if needed, remove the pages from the cover (i.e. 3-ring binder) to make copies then return the proposal submittal to its original condition.
- 3.2 Entry of Proposed Fees:** To ensure the accuracy of your cost, each Proposer must enter their proposed percentage that Proposer anticipates receiving from Carrier as it relates to this solicitation. for each item where provided within the <https://ha.internationaleprocurement.com> Internet System. Further, to ensure SNRHA's receipt of your cost, upon completion and confirmation of cost submission, please print it out, sign and date it and place it under Tab 4 with your Proposed Services. Please note that the proposed fees submitted by each Proposer are inclusive of all necessary costs to provide the proposed products and or services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance; document copying, etc. For each item, the following "Description" is not to be considered to be a definitive or "all inclusive" description, but each are brief descriptions designed to give the prospective bidders a general "idea" of each item.
- 3.3 Specific line items to be priced:** Once a Proposer has entered the unit costs within the <https://ha.internationaleprocurement.com> Internet System for the items listed below, the System will automatically calculate the listed quantities multiplied by the cost entered. You must enter a firm-fixed fee for each item and please note, a "No-Bid" is not allowed for any of the items or services, which means that a Proposer must propose to provide all of the services identified within this RFP or the Proposer may not respond to this RFP with a Proposal. Also, all costs are inclusive of all required clerical work and non-reimbursable copying costs necessary to provide the services. **Note: Pricing submitted must match proposed plans that are either an exact match of the SNRHA current plans or richer and a comparison spread sheet MUST be provided as evidence or your proposal will be deemed non-responsive.**

The following items shall be priced and are for one initial year with SNRHA's option of four, one-year renewals for a total of 5 years.



3.3.1 SNRHA's required insurance plans are as follows:			
ITEM NO.	QTY	U/M	DESCRIPTION OF SERVICES
1	1	Percentage	Proposed Annual Percentage Proposer Will Receive from Carrier for these Employee Benefit Consulting Broker Services

3.4 Quantities: All quantities entered on the <https://ha.internationaleprocurement.com> Internet System pertaining to this RFP is for calculating purposes only. As detailed within this RFP, the SNRHA does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP.

3.5 Proposal Submission: All proposed costs must be entered where provided within the nahro.economicengine.com Internet system and all proposals must be submitted and time-stamped received in the SNRHA Procurement & Contracts Office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 3 Proposals: 1 original signature copy (marked "ORIGINAL") and 2 exact copies (marked "COPY"). Each of the 3 Proposal submittals shall have a cover and extending tabs and shall be placed unfolded in a sealed package and addressed to:

Southern Nevada Regional Housing Department
 Attention: Linda Simpson
 Procurement & Contracts
 340 North 10th Street, Suite 180
 Las Vegas, NV 89101
 RFP No. P25000 Employee Benefit Consulting – Broker Services

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

3.5.1 Submission Conditions: DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained within this RFP Document, either by making or entering onto these documents; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the SNRHA by the Proposer, such may invalidate that proposal. If, after accepting such a proposal, the SNRHA decides that any such entry has not changed the intent of the proposal that the SNRHA intended to receive, the SNRHA may accept the proposal and the proposal shall be considered by the SNRHA as if those additional marks, notations or requirements were not entered on such. By accessing the <https://ha.internationaleprocurement.com> internet site, registering and downloading these documents, each Proposer that does so is agreeing to confirm all notices that the SNRHA delivers to him/her as instructed, and by submitting a proposal, the Proposer agree to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

3.5.2 Submission Responsibilities: It shall be the responsibility of each Proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all

applicable documents issued by the SNRHA, including the RFP document, the documents listed within the following Section 3.8, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the SNRHA PM to exclude any of the SNRHA requirements contained within the documents may cause the Proposer to not be considered for award.

- 3.6 Proposer's Responsibilities--Contact With the SNRHA:** It is the responsibility of the Proposer to address all communication and correspondence pertaining to this RFP process to SNRHA's primary contact person named in this document. Proposers must not make inquiry or communicate with any other SNRHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the SNRHA to not consider a proposal submittal received from any proposer who may has not abided by this directive.
- 3.7 Question & Answer (Q&A) Period in Lieu of a Pre-Proposal Conference:** The SNRHA hereby exercises its right NOT to schedule a Pre-Proposal Conference, however, a Question and Answer Period has been provided. However, all questions must be only submitted in writing via the Internet site, <https://ha.internationaleprocurement.com> so that all questions are answered simultaneously to all parties registered in conjunction with this RFP. **The Q & A Period is scheduled from Thursday, May 9, 2024 – Thursday, May 23, 2024, 10AM (PST).** No questions will be answered after this deadline, no exceptions.
- 3.8 Recap of Attachments:** It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFP:
- 3.8.1** Attachment A: Form of Proposal; (Return under Tab 1)
 - 3.8.2** Attachment B: Disclosure of Ownership Form; Disclosure of Conflict of Interest Form; (Return under Tab 2)
 - 3.8.3** Attachment C: HUD & SNRHA Required Forms:
 - 3.8.3.1** form HUD-5369-B, *Instructions to Offerors, Non-Construction*; (FYI)
 - 3.8.3.2** form HUD-5369-C, *Representation of Offerors, Non-Construction (Return under Tab 3)*
 - 3.8.3.3** form HUD 5370-C, *General Conditions for Non-Construction Contracts – Sections 1 and 2; (Keep you for your records)*
 - 3.8.3.4** SNRHA Drug-Free Workplace Certification; (Return under Tab 3)
 - 3.8.3.5** Authorization to Release Information; (Return under Tab 3)
 - 3.8.3.6** Non Collusive Affidavit Certification; (Return under Tab 3) and
 - 3.8.3.7** Authorization to Insurers to Release Quotes, (FYI)
 - 3.8.4** Attachment D: SNRHA Section 3 Clause Section 3 Contractor Initial Response Form; (Return under Tab 7)



- 3.8.5 Attachment E: Practice and History of Employing Minorities and/or Women in Professional Positions (Return under Tab 7), Optional Item
- 3.8.6 Attachment F: SNRHA Sample Contract Form (please note that this contract is being given as a sample only--the SNRHA reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the SNRHA feels it is in its best interests to do so); and
- 3.8.7 Attachment G: SNRHA's Demographics and Current Employee Benefit Plans (keep for your records)

3.9 PROPOSAL EVALUATION:

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

NO.	MAX POINT VALUE	PROPOSAL EVALUATION FACTORS
1	15 points (Objective)	The PROPOSED PERCENTAGE COSTS the Proposer will receive for SNRHA Employee Benefits Consulting – Broker Services and their VALUE to the SNRHA.
2	40 points (Subjective)	The EXPERIENCE that the Proposer displays for the work required, based upon the work history and the resumes submitted for the staff proposed to perform the work; the PAST PERFORMANCE of the Proposer on prior work of the same or similar nature, based on the letters of reference and/or client lists submitted, and based upon the results of any consultation that the SNRHA chooses to conduct with such; each based upon the opinion of the evaluators.
3	40 points (Subjective)	The SPECIALIZED KNOWLEDGE, TECHNICAL COMPETENCE, CAPABILITY and ABILITY the Proposer displays, in that the proposal submittal shows: (a) a knowledge and understanding of the scope of the work to be performed, providing such services for a Housing Authority, a governmental agency or in a multi-family environment); (b) the resources or ability to retain the resources, to provide the Scope of Work; (c) a realistic proposed approach to the performance of the required work supported by references from similar agencies within the State of Nevada, and, in the opinion of the evaluators, the quality of the proposed services. Greater weight will be given to those firms that have the resources in-house to provide the required services; and (d) past performance in terms of cost control, quality of work and compliance with performance schedules, each based on the opinion of the evaluators.
4	5 points (Subjective)	The OVERALL QUALITY AND PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED , based upon the opinion of the evaluators.
100 Points		Total Points (Other than Preference Points)



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

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

3.9.3 Evaluation Method/Plan:

3.9.3.1 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:

3.9.3.3 Instructions to Evaluators;

3.9.3.4 Proposal Tabulation Form;

3.9.3.5 Written Narrative Form for each proposer;

3.9.3.6 Copy of all pertinent RFP documents.

3.9.4 Evaluation Committee: The HA anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive proposals submitted in response to this RFP. PLEASE NOTE: No Proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed on page 4 of this document, the only named SNRHA representatives are the only persons at the SNRHA that the Proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such Proposer(s) to be eliminated from consideration for award.

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



- 3.9.6 Determination of Top-Ranked Proposer:** The points awarded by the evaluation committee shall be combined with the points awarded by the SNRHA PM to determine the final rankings, which shall be forwarded by the SNRHA PM to the SNRHA ED for approval.
- 3.9.7 Award Recommendation:** If necessary, a written award recommendation will be placed on a scheduled Board of Commissioners (BOC) meeting Agenda for approval (typical for contracts with a total value greater than \$150,000). The BOC will then make its determination as to whether or not to follow the Evaluation Committee’s recommendation. 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:** If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:
- 3.10.1** Which Proposer received the award;
 - 3.10.2** Where each Proposer placed in the process as a result of the evaluation of the proposals received (i.e. total points awarded to each proposer);
 - 3.10.3** The cost or financial offers received from each Proposer;
 - 3.10.4** Each Proposer’s right to a debriefing and to protest.
- 3.11 Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a Proposer’s entity will be excluded from participation on the SNRHA Evaluation Committee. Similarly, all persons having ownership interest in and/or contract with a Proposer’s entity will be excluded from participation on the SNRHA Evaluation Committee.
- 3.12 Minimum Evaluation Results:** To be considered to receive an award a Proposer must receive a total calculated average of at least **80 points** (of the 100 total possible points detailed within Section 3.9.1 herein).
- 3.13 CONTRACT AWARD:**
- 3.13.1 Contract Award Procedure:** If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:
 - 3.13.2** It is anticipated that upon final completion of the Proposal Evaluation Process, the Evaluation Committee will forward the completed evaluations to the SNRHA’s PM. The SNRHA’s PM will formulate and forward to the SNRHA’s Executive Director (ED) for approval of a written award recommendation. The SNRHA’s ED will review the recommendation and, if in agreement, take the award recommendation to the SNRHA’s BOC at a scheduled board meeting for approval (typically for contracts with a total value greater than \$150,000.00). If so, the SNRHA’s 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 proposer is approved for award, all Proposers will, after a contract is executed with the successful Proposer, 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 SNRHA pursuant to this RFP:
- 3.13.3 Contract Form:** The SNRHA will not execute a contract on the successful Proposer's form--contracts will only be executed on the SNRHA's form (please see Sample Contract, Attachment G), and by submitting a proposal the successful Proposer agrees to do so (please note that the SNRHA reserves the right to amend this form as the SNRHA deems necessary). However, the SNRHA will consider any contract clauses that the proposer wishes to include therein, but the failure of the SNRHA to include such clauses does not give the successful Proposer the right to refuse to execute the SNRHA's contract form. It is the responsibility of each prospective Proposer to notify the SNRHA, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The SNRHA will consider and respond to such written correspondence, and if the prospective Proposer is not willing to abide by the SNRHA's response (decision), then that prospective Proposer shall be deemed ineligible to submit a proposal.
- 3.13.4 Assignment of Personnel:** The SNRHA shall retain the right to demand and receive a change in personnel assigned to the work if the SNRHA believes that such change is in the best interest of the SNRHA and the completion of the contracted work.
- 3.13.5 Unauthorized Sub-Contracting Prohibited:** The successful Proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the SNRHA 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 proposer as a result of the proposed contract; either as determined by the SNRHA PM.
- 3.14 Ethics in Public Contracting:** Ethical standards apply not only to SNRHA's employees and Contracting Officers but to others with a vested interest in SNRHA's contracts such as members of the Board of Commissioners, other officials and agents of the authority, and contractors with whom the SNRHA does business. Please refer to Handbook No. 7460.8 Rev 2, Chapter 4, which explains the specific ethical requirements for SNRHA contracting 24 CFR 85.36 (b)(3). (Also, complete "Disclosure of Conflict of Interest Form, Attachment B, and place under Tab 2 of your submittal)
- 3.15 Contract Period:** The SNRHA anticipates that it will initially award a contract 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.
- 3.16 Licensing and Insurance Requirements:** Prior to award (but not as a part of the proposal submission) the *successful Proposer* will be required to provide:
- 3.16.1** An original certificate evidencing the Proposer's current industrial (workers compensation) insurance carrier and coverage amount;
- 3.16.2** An original certificate evidencing General Liability coverage, naming the SNRHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the SNRHA as an additional insured under said policy (minimum of \$1,000,000



each occurrence, general aggregate minimum limit of \$2,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;

- 3.16.3 An original certificate showing the Proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$5,000,000), with a deductible of not greater than \$1,000;
- 3.16.4 An original certificate showing the Proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
- 3.16.5 If applicable, a copy of the Proposer's multi-jurisdictional license allowing that entity to provide such services throughout all of Clark County, NV.
- 3.16.6 If applicable, a copy of the Proposer's license issued by the State of Nevada licensing authority allowing the Proposer to provide the services detailed herein.
- 3.16.7 The requested related information shall also be entered where provided for on the Disclosure of Ownership Form (DO NOT ATTACH OR SUBMIT COPIES WITHIN THE PROPOSAL SUBMITTAL- we will retrieve the necessary certificates from the successful proposer prior to contract execution).

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

3.18 Contract Service Standards: All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal laws.

4.0 Attachments:

- 4.1 **Attachment A:** SNRHA's Form of Proposal (Checklist);
- 4.2 **Attachment B:** SNRHA's Disclosure of Ownership Form and Disclosure of Conflict of Interest Form
- 4.3 **Attachment C: HUD & SNRHA's Solicitation Forms:**
 - 4.3.1 HUD Form 5369B, *Instructions to Offerors, Non-Construction,*
 - 4.3.2 HUD Form 5369-C, *Representations to Offerors, Non-Construction,*
 - 4.3.3 HUD Form 5370-C, *General Conditions for Non-Constructions Contacts, Sections 1 and 2,*



- 4.3.4 SNRHA's Drug-Free Workplace Certification,
- 4.3.5 SNRHA's Authorization to Release Information,
- 4.3.6 Non-Conclusive Affidavit, and
- 4.3.7 SNRHA's Authorization to Insurers to Release Quotes

- 4.4 **Attachment D:** SNRHA's Section 3 Clause and Contractor's Initial Response Form;
- 4.5 **Attachment E:** Section 3 Businesses Seeking Section 3 Preferences;
- 4.6 **Attachment F:** Practice and History of Employing Minorities and/or Women in Professional Positions;
- 4.7 **Attachment G:** SNRHA's Sample Non-Construction Contract; and
- 4.8 **Attachment H:** SNRHA's Employee Demographics and Current Employee Benefits Plans



ATTACHMENT A

FORM OF PROPOSAL (CHECKLIST)

COMPLETED AND RETURNED UNDER TAB 1 OF PROPOSAL



FORM OF PROPOSAL – ATTACHMENT A

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

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

X = INFO INCLUDED	SUBMITTAL ITEMS: <i>Three (3) copies of the Proposal, including one with original signatures, marked “original” and the two remaining copies, marked “copy”</i>
_____	Tab 1 Form of Bid (Attachment A)
_____	Tab 2 Disclosure of Ownership Form, Disclosure of Conflict of Interest, W9 and SAM Registration Confirmation (Attachment B)
_____	Tab 3 HUD and SNRHA Required HUD Forms (Attachment C): HUD-5369-B, Instructions to Offerors; HUD-5369-C (8/93) Certifications and Representations of Offerors, Non-Construction Contract; HUD 5370C, General Conditions for Non-Construction Contracts, Sections 1 and 2; SNRHA Drug-Free Workplace Certification; Authorization to Release Information; and Non-Collusive Affidavit Certification
_____	Tab 4 Proposed Services
_____	Tab 5 Managerial Capacity/Financial Viability
_____	Tab 6 Client Information
_____	Tab 7 Equal Employment Opportunity Statement (Include History of Hiring Minorities, if applicable) (Attachment E)
_____	Tab 8 Subcontractor/Joint Venture
_____	Tab 9 SNRHA’s Section 3 Clause and Contractor Initial Response Form (Attachment D)
_____	Tab 10 Other Information You Deem Necessary that the SNRHA Should Know



PROPOSER'S STATEMENT

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

SIGNATURE

DATE

PRINTED NAME

FIRM NAME



ATTACHMENT B

SNRHA'S DISCLOSURE OF OWNERSHIP CONFLICT OF INTEREST

W-9

SAM REGISTRATION CONFIRMATION

TO BE COMPLETED AND RETURNED UNDER TAB 2 OF PROPOSAL



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

Contracts & Purchasing

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

DISCLOSURE OF OWNERSHIP

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

* REQUIRED FIELDS

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

NAME AND TITLE OF PRINCIPALS OF YOUR COMPANY AUTHORIZED TO SIGN ON ITS BEHALF
Disclosure of all owners (100%) must be disclosed. Please list additional principals on a separate sheet of paper.

Form fields for principals: *Name, *Title, % Owned

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

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

*DOES YOUR COMPANY RECEIVE A 1099? YES or NO

*ARE YOU REGISTERED WITH SYSTEM FOR AWARD MANAGEMENT (SAM)? YES or NO. If no, please visit WWW.SAM.GOV to register.

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

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

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

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

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

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

Signature, Date, Printed Name



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

Contracts & Purchasing

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

DISCLOSURE OF CONFLICT OF INTEREST

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

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



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

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

1.2.6 No present or former PHA employee, officer, or agent shall engage in selling or attempting to sell supplies, services, or construction to the PHA for one year following the date such employment ceased (see Sections 515 of the old ACC, form HUD-53011, dated 11/69, and Section 19 of the new ACC, form HUD-53012A, dated 7/95). The term "sell" means signing a bid or proposal, negotiating a contract, contacting any PHA employee, officer, or agent for the purpose of obtaining, negotiating, or discussing changes in specifications, price, cost allowances, or other terms of a contract; settling contract disputes; or any other liaison activity with a view toward the ultimate consummation of a sale, although the actual contract is negotiated by another person.

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

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

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

PERSON NAME	TITLE	RELATIONSHIP

I certify that the above information is true.

Name: *(print)*

Title:

Signature:

Date:



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

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CAPABILITIES CHECK LIST

Services typically purchased by the SNRHA - please check all that apply

COMMODITIES:

- | | |
|---|--|
| <input type="checkbox"/> Air - HVAC | <input type="checkbox"/> Glass - Window (for buildings) |
| <input type="checkbox"/> Appliances | <input type="checkbox"/> Hardware |
| <input type="checkbox"/> Audiovisual equipment | <input type="checkbox"/> Janitorial supplies |
| <input type="checkbox"/> Auto Parts | <input type="checkbox"/> Lock Supplies |
| <input type="checkbox"/> Bottled water | <input type="checkbox"/> Lubricants |
| <input type="checkbox"/> Building supplies & Lumber | <input type="checkbox"/> Motors |
| <input type="checkbox"/> Carpet & Flooring | <input type="checkbox"/> Office machines |
| <input type="checkbox"/> Cell Phones & Accessories | <input type="checkbox"/> Paint & Supplies |
| <input type="checkbox"/> Computer & Accessories | <input type="checkbox"/> Paper products - Janitorial |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Paper produces - Office |
| <input type="checkbox"/> Draperies Hardware | <input type="checkbox"/> Plumbing supplies |
| <input type="checkbox"/> Electrical supplies | <input type="checkbox"/> Power equipment |
| <input type="checkbox"/> Equipment | <input type="checkbox"/> Printing forms |
| <input type="checkbox"/> Fastener supplies | <input type="checkbox"/> Safety equipment |
| <input type="checkbox"/> Fire Extinguisher | <input type="checkbox"/> Sprinklers/Parts/PVC/Pipe |
| <input type="checkbox"/> First Aid Supplies | <input type="checkbox"/> Tires/Tubes |
| <input type="checkbox"/> Fuels | <input type="checkbox"/> Tools - Hand-power |
| <input type="checkbox"/> Gases - Industrial | <input type="checkbox"/> Vehicles, Trucks, Equipment (Fleet) |
| <input type="checkbox"/> Glass - Auto | <input type="checkbox"/> Water Heaters |
| <input type="checkbox"/> Water Heaters | <input type="checkbox"/> Other _____ |

SERVICES:

- | | |
|--|--|
| <input type="checkbox"/> Alarm monitoring | <input type="checkbox"/> Geo-tracking Services (GPS) |
| <input type="checkbox"/> Answering service | <input type="checkbox"/> Hazmat Services - Detection/Remediation |
| <input type="checkbox"/> Bath Tub Refinish | <input type="checkbox"/> Hi-Rise Water Systems |
| <input type="checkbox"/> Carpet Cleaning | <input type="checkbox"/> Janitorial Services |
| <input type="checkbox"/> Cellular | <input type="checkbox"/> Landscaping & Tree Trimming |
| <input type="checkbox"/> Copier Lease/Maintenance | <input type="checkbox"/> Mail Machine Services |
| <input type="checkbox"/> Delivery Pick-up | <input type="checkbox"/> Newspaper Advertising |
| <input type="checkbox"/> Drapery Cleaning | <input type="checkbox"/> Pest Control - Bed Bugs |
| <input type="checkbox"/> Drug Testing | <input type="checkbox"/> Pest Control - General |
| <input type="checkbox"/> Elevator Maintenance/ Inspections | <input type="checkbox"/> Plumbing |
| <input type="checkbox"/> Electrician | <input type="checkbox"/> Security Services - Patrol/Guards |
| <input type="checkbox"/> Emergency Generators | <input type="checkbox"/> Street Sweeping |
| <input type="checkbox"/> Fax Lease/Maintenance | <input type="checkbox"/> Telephones Maintenance/ Repair |
| <input type="checkbox"/> Fire Detection – Maintenance/Inspection | <input type="checkbox"/> Towing - Community Parking Violation |
| <input type="checkbox"/> Fire Suppression - Extinguishers | <input type="checkbox"/> Towing - Fleet |
| <input type="checkbox"/> Fire Suppression - Maintenance/Inspection | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Fleet Services – Maintenance/ Fuel | |

PROFESSIONAL SERVICES:

- | | |
|--|--------------------------------------|
| <input type="checkbox"/> Audit | <input type="checkbox"/> Insurance |
| <input type="checkbox"/> Banking | <input type="checkbox"/> Legal |
| <input type="checkbox"/> Consulting | <input type="checkbox"/> Training |
| <input type="checkbox"/> Grant Writing | <input type="checkbox"/> Other _____ |

CONSTRUCTION & ARCHITECTURAL ENGINEERING SERVICES:

- | | |
|--|--|
| <input type="checkbox"/> Architectural/Engineering | <input type="checkbox"/> Geo-Technical |
| <input type="checkbox"/> Construction | <input type="checkbox"/> Other _____ |



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

Contracts & Purchasing

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REQUIRED TO DO BUSINESS WITH SNRHA:

BACKGROUND CHECK, INSURANCE AND LICENSES

Below describes recommendation for registration with SAM, Insurance Requirements and proof of Licensing if your specialty requires specific licensing.

BACKGROUND REGISTRATION RECOMMENDATION:

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

REQUIRED INSURANCE POLICIES:

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

CERTIFICATE HOLDER'S INFORMATION:

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

Please have insurance provider update us annually automatically by sending by mail: SNRHA, Procurement & Contracts | Post Office Box 1897 | Las Vegas, NV 89125; or by email: procurement@sivrha.org

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

REQUIRED LICENSE INFORMATION:

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

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



ATTACHMENT C

HUD & SNRHA REQUIRED FORMS

(PLACE UNDER TAB 3)

Form HUD-5369-B. Certifications and Representations of Offers –
Non-Construction Contract;

Form HUD 5369-C, Representations to Offerors, Non-Construction Contract;

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

SNRHA Drug-Free Workplace Certification;

Non-Collusive Affidavit Certification; and

Authorization to Release Information

Instructions to Offerors Non-Construction



1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors

Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

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

17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

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

22. Procurement of Recovered Materials

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

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

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

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

- 1) Non-construction contracts (*without* maintenance) greater than \$150,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

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

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

2. Withholding of funds

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

3. Records

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

4. Apprentices and Trainees

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

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

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

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

5. Disputes concerning labor standards

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

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

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

6. Contract Work Hours and Safety Standards Act

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

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

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

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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



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

Page 1 of 2

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



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

B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

By: _____
GENERAL CONTRACTOR

ATTEST

Name (print): _____

Signature

Date



AUTHORIZATION TO RELEASE INFORMATION

(RETURN UNDER APPROPRIATE TAB OF YOUR SUBMISSION)

Date: _____

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

RE: References

To Whom It May Concern:

We, _____, are currently participating as the Contractor or Subcontractor with _____ in responding to the noted Solicitation with the Southern Nevada Regional Housing Authority (SNRHA).

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

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

Company Name: _____

Signature _____ Title: _____

Printed Name: _____

License or DUN Number: _____



**AUTHORIZATION TO INSURERS TO RELEASE QUOTES
EMPLOYEE BENEFITS CONSULTING – BROKER SERVICES
(FOR PROPOSERS USE)**

Date: _____

**ATTN: SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
RE: RELEASE OF QUOTES
TO: WHOM IT MAY CONCERN**

We, the Southern Nevada Regional Housing Authority authorize all of our current Insurers to release quotes to all Brokers and Agents who are bidding on our Solicitation for Employee Benefits Consulting – Broker Services.

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

Signature _____

Johnny B. Shaw, Jr.,
Procurement Manager, MBA



ATTACHMENT D

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

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

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

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

ACKNOWLEDGE ACCEPTANCE & RECEIPT:

PRINT NAME

DATE

SIGNATURE

SECTION 3 – CONTRACTOR INITIAL RESPONSE

_____		_____
Company Name (Contractor)		Contact Person

Address		

_____	_____	_____
City	State	Zip Code

_____	_____	_____
Phone	Fax	E-mail

SECTION 3 COMMITMENT

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

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

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

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

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

_____	_____
Signature	Date



ATTACHMENT E

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



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

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

=====

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

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

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

SIGNATURE

DATE

PRINTED NAME

COMPANY



ATTACHMENT F

SNRHA'S SAMPLE NON-CONSTRUCTION CONTRACT

(FOR YOUR INFORMATION)



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

INTRODUCTION

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

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

1.0 Definitions:

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

2.0 Services and Payment:

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



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

2.3 Cost/Value of Services:

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

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

\$ _____

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

2.4 Billing Method:

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

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

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

2.4.2.1 Unique invoice number;

2.4.2.2 Contractor's name, address and telephone number;

2.4.2.3 Date of invoice and/or billing period;

2.4.2.4 Applicable SNRHA Contract No. C _____;

2.4.2.5 Applicable SNRHA Purchase Order No.;

2.4.2.6 Total dollar amount being billed; and

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



4.3 Insurance Requirements:

- 4.3.1 The complete indemnity requirements are detailed within Section 12.19 herein.
- 4.3.2 In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:
 - 4.3.1 Policy of General Liability insurance, with a minimum coverage of \$1,000,000 per occurrence and a minimum of \$2,000,000 aggregate, together with damage to premises and fire damage of \$50,000 and medical expenses for anyone person of \$5,000, with a deductible of not greater than \$1,000. The SNRHA shall be named upon the certificate issued as an "additional insured," together with providing a copy of the corresponding endorsement evidencing the same.
 - 4.3.2 Policy of Professional Liability insurance coverage or Errors and Omissions coverage with a minimum of \$1,000,000 per occurrence and a minimum of \$2,000,000 aggregate, with a deductible of not greater than \$1,000;
 - 4.3.3 Evidence of Automobile Liability insurance, with a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than of \$50,000 per occurrence, \$100,000 aggregate and medical coverage of at least \$5,000; and
 - 4.3.4 Appropriate worker's compensation coverage.
- 4.3.3 The Contractor shall provide to the SNRHA with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the SNRHA as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof.
- 4.3.4 Insurance certificate(s)/endorsement(s) shall be delivered to:

**Southern Nevada Regional Housing Authority
Procurement Department
Post Office Box 1897
Las Vegas, NV 89125**

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

4.5 Financial Viability and Regulatory Compliance:

4.5.1 The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this



contract. The Contractor further warrants and represents that it owes no outstanding federal, state or local taxes or business assessments.

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

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

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

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

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

8.0 Applicable Laws:

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

8.2 Section 3 Requirements: The SNRHA has adopted a scale (See Appendix 2) for hiring that is used on all construction, service and professional contracts that contain a labor component as *referenced HUD Act of 1968, as amended, 12 U. S. C. 170 u.* All Section 3 covered contracts shall include the following clause (referred as to the Section 3 Clause):

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

8.2.2 The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.



- 8.2.3 The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 8.2.4 The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- 8.2.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- 8.2.6 Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. '
- 8.2.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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



9.0 Notices, Invoices and Reports:

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

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

or, if appropriate, faxed to: _____.

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

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

10.0 Disputes:

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

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

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

11.1.1 Procedures regarding Contractor performance issues: If the Contractor is in material breach of the contract, the SNRHA may promptly invoke the termination clause, pursuant Appendix 1; Section 3 a-e, attached hereto.

11.1.2 Prior to termination, the SNRHA may choose to warn the Contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such warning may include placing the Contractor on



probation, thereby giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. The SNRHA shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the Contractor does not agree with such action, the Contractor shall have ten 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the SNRHA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the SNRHA's alleged incorrect action(s).

- 11.1.3 After termination, if the Contractor does not agree with the SNRHA's justification for the termination, the Contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the SNRHA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the SNRHA's alleged incorrect action(s).
- 11.1.4 The response to any protest or dispute pertaining to this contract shall be conducted in accordance with Section 10.0 herein.
- 11.1.5 All rights and remedies granted to SNRHA herein and any other rights and remedies which SNRHA may have at law and in equity are hereby declared to be cumulative and not exclusive. The fact that SNRHA may have exercised any remedy without terminating this contract shall not impair SNRHA's rights thereafter to terminate or to exercise any other remedy herein granted, or to which SNRHA may be otherwise entitled.
- 11.2 **Termination For Convenience and Default:** As detailed within Appendix 1; Section 1, No. 3 (a-e), attached hereto.
- 11.3 **Executive Order 11246:** For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
- 11.4 **Copeland "Anti-Kickback" Act:** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 11.5 **Davis-Bacon-Act:** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 11.6 **Sections 103 and 107 of the Contract Work Hours and Safety Standards Act:** For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work



Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

- 11.7 Reporting:** Both parties hereby agree to comply with any reporting requirements that may be detailed herein.
- 11.8 Patent Rights:** Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.
- 11.9 Copy Rights/Rights in Data:** The SNRHA has unlimited rights to any data, including computer software, developed by the Contractor in the performance of the contract specifically:
- 11.9.1** Except as provided elsewhere in this clause, the SNRHA shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for proprietary computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or proprietary computer software.
 - 11.9.2** The Contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or proprietary computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.
 - 11.9.3** For data first produced in the performance of this contract, the Contractor may establish, without prior approval of the SNRHA Purchasing Manager (PM), claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The Contractor grants the SNRHA and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the SNRHA.
 - 11.9.4** The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains copyright notice, unless the Contractor identifies such data and grants the SNRHA a license of the same scope as identified in the preceding paragraph.
 - 11.9.5** The SNRHA agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered



under this contract are improperly marked, the SNRHA may either return the data to the Contractor, or cancel or ignore the markings.

- 11.9.6** The Contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the Contractor's obligations under this contract.
- 11.9.7** Notwithstanding any provisions to the contrary contained in the Contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been proposed prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the Contractor agrees the SNRHA shall have the rights set forth below to use, duplicate, or disclose any proprietary computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing contract, shall be subject to the following procedures.
- 11.9.8** The proprietary computer software delivered under this contract may not be used, reproduced, or disclosed by the SNRHA except as provided below or as expressly stated otherwise in this contract. The proprietary computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any SNRHA location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, proprietary computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.
- 11.10 Access to Records:** Both parties hereby agree that the Contractor will make available to the SNRHA, HUD, the Comptroller General of the United States, or any of their duly authorized representatives (including retained auditors), any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 11.11 Record Retention:** The Contractor further agrees that he/she shall retain all such records pertaining to this contract for a period of not less than 3 years after final payment, the completion of any services provided pursuant to this contract, or after all pending matters are closed.
- 11.12 Clean Air Act:** For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 11.13 Energy Policy and Conservation Act:** Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in



the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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

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

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

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

13.0 Additional Considerations:

13.1 Right of Joinder Pursuant to NRS 332.195:

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

13.1.2 The Contractor shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the Contractor allows another political subdivision to join the SNRHA



contract, it is expressly understood that the SNRHA shall in no way be liable for the joining political subdivision obligations to the Contractor in any manner whatsoever.

- 13.2 Non-Escalation:** Unless otherwise specified within the RFP/IFB documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.
- 13.3 Funding Restrictions and Order Quantities:** The SNRHA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the SNRHA, if:
- 13.3.1** Funding is not available;
 - 13.3.2** legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or
 - 13.3.3** the SNRHA's requirements in good faith change after award of the contract.
- 13.4 Permits:** Unless otherwise stated in the contract documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this contract, whether or not they are known to either the SNRHA or the Contractor at the time of the contract execution, shall be the sole responsibility of the Contractor and any costs that were submitted by the Contractor in response to the contract shall reflect all costs required by the Contractor to procure and provide such necessary permits.
- 13.5 Taxes:** All persons doing business with the SNRHA are hereby made aware that the SNRHA is exempt from paying Nevada State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- 13.6 Government Standards:** It is the responsibility of the proposer to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NIOSH) and environmental control (EPA and Clark County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 13.7 Freight On Bill and Delivery:** All costs submitted by the proposer shall reflect the cost of delivering the proposed items and/or services to the location(s) specified within the RFP/IFB documents or within the contract.
- 13.7.1** The Contractor agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the Contractor. Upon default, the Contractor agrees that the SNRHA may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.
- 13.8 Backorders:**



- 13.8.1** The PM must be notified by the contractor within 10 days of the following:
- 13.8.1.1** Any and all backordered materials;
 - 13.8.1.2** Any incomplete services; and
 - 13.8.1.3** The estimated delivery date.
- 13.8.2** Unless otherwise stipulated in the contract, any order that will take more than a maximum of 10 days past the original agreed upon delivery date, may at the option of the SNRHA, be canceled and ordered from another source, if, in the opinion of the SNRHA PM, it is in the best interests of the SNRHA to do so.
- 13.9 Communication:** If during the period of the contract, it is necessary that the SNRHA place toll or long distance telephone calls or telegrams in connection therewith (for complaints, adjustments, shortages, failure to deliver, etc.), it is understood that the apparent Contractor and/or Contractor may, at the discretion of the SNRHA, bear the charge or expense for all such calls and/or telegrams.
- 13.10 Work on SNRHA Property:** If the Contractor's work under the contract involves operations by the Contractor on SNRHA premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the SNRHA's negligence, shall indemnify the SNRHA, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.
- 13.11 Official, Agent and Employees of the SNRHA Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the SNRHA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 13.12 Subcontractors:** Unless otherwise stated within the RFP/IFB/bid documents, the Contractor may not use any subcontractors to accomplish any portion of the services required by this contract without the prior written permission of the SNRHA PM.
- 13.13 Salaries and Expenses Relating to the Contractors Employees:** Unless otherwise stated within the RFP/IFB documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 13.14 Independent Contractor:** Unless otherwise stated within the RFP/IFB documents or the contract, the Contractor is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.



- 13.15 Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 13.16 Waiver of Breach:** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 13.17 Time of the Essence:** Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 13.18 Limitation of Liability:** In no event shall the SNRHA be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.
- 13.19 Indemnity:**
- 13.19.1** The Contractor shall protect, indemnify and hold the SNRHA, its officers, employees, and agents harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character which the SNRHA, its officers, employees, agents, consulting engineers or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against the SNRHA, its officers, employees, and agents, such as:
- 13.19.1.1** as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act on the part of the Contractor, in accord with applicable professional standards in the fulfillment or performance of the terms, conditions or covenants that are contained in this contract or agreement, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in part, by any party indemnified hereunder; or
- 13.19.1.2** as a result of, or by reason of, or arising out of, or on account of, or in consequence of, any neglect in safeguarding the work; or
- 13.19.1.3** through the use of unacceptable materials or products, or both, which may be defective or manufactured, designed or installed so as to give rise to a claim; or
- 13.19.1.4** because of any claim or amount recovered under the "Nevada Industrial Insurance Act", or any other law, ordinance, or decree, which claim or recovery arose out of or is attributable to any act or failure to act on the part of the Contractor in the fulfillment or performance of the terms, conditions and covenants that are contained in this contract. Any money due by the Contractor under and by virtue of this contract which is considered



necessary by the SNRHA for such purpose, may be retained by the SNRHA for its protection; or in case no money is due, its surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney's fees and court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to the SNRHA provided, however, that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that it is adequately protected by public liability and property damage insurance, if required;

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

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

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

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

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

13.20.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall



complete and submit Standard Form- LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.

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

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

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

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

13.21.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the SNRHA requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

13.21.4 Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.

13.21.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

13.21.6 HUD Information Bulletin 909-23 which is the following:

13.21.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;

13.21.6.2 Clean Air and Water Certification; and

13.21.6.3 Energy Policy and Conversation Act.

13.21.7 That the funds that are provided by the SNRHA and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or



otherwise engage the services of any debarred, suspended or ineligible Contractor.

- 13.21.8** That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.
- 13.21.9** That neither party has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against either party or any person interested in the proposed contract; and that all statement in said proposal or bid are true.
- 13.21.10** The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.

14.0 Appendices:

- 14.1** The following noted documents are placed under each of the noted appendix and are a part of this contract:
- 14.1.1 Appendix No. 1:** form HUD-5370-C, *General Conditions for Non—Construction Contracts Section 1 (With or Without Maintenance Work), Section II (With Maintenance Work)*; (aka Attachment F-1 of the RFP/IFB document);
- 14.1.2 Appendix No. 2:** Section 3 Mandatory Requirements
- 14.1.3 Appendix No. 3:** Sample Contract Task Order Form (CTOF), as issued by the SNRHA;
- 14.1.4 Appendix No. 4:** Scope of Services, as issued by the SNRHA in regards to RFP No. _____; and
- 14.1.5 Appendix No. 5:** Contractor's Scope of Services, as submitted in response to RFP No. _____; and
- 14.1.6 Appendix No. 6:** Rates as proposed by the Contractor and agreed upon by the SNRHA.



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

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

15.0 CERTIFICATIONS:

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

_____:

By: _____ Date: _____

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY:

By: _____ Date: _____

LEWIS JORDAN
EXECUTIVE DIRECTOR



ATTACHMENT G

SNRHA'S EMPLOYEE DEMOGRAPHICS AND CURRENT EMPLOYEE BENEFITS PLANS

(FOR YOUR INFORMATION)



Employee Demographics

Employee Headcount

- 229 full-time employees
- Retirees (benefit plans only, 16-medical, 40-Dental/Vision, and 14 life).

Average Tenure

- 7.5 years

Average Annual Salary

- \$71,699.94

Average Age (excluding retirees)

- 48.3 years

Headcount by Age Band (excluding retirees)

Age Band	EE Count	Percentage
18-24 Years	1	0.44%
25-34 Years	25	11.11%
35-44 Years	63	28.00%
45-54 Years	74	32.89%
55-64 Years	52	23.11%
Over 64 Years	10	4.44%

Female / Male Breakdown (excluding retirees)

	Female Percentage	Female Count	Male Percentage	Male Count	Unspecified
Q1, 2024	63.67%	143	33.33%	84	2

Current Employee Benefit Plans

- Open enrollment is typically August 2024.
- **Successful Proposer would be responsible for negotiating renews and/or carrier contracts for an October 1, 2024 effective date.**
 - Proposers may not contact the insurance marketplace nor discuss our account with underwriters until we have made our final broker selection.
- Retirees (benefit plans only: 16-medical, 40-Dental/Vision, and 14 life.

Type of Coverage	Carrier	Tiers	Employer Contribution
Health	Health Plan of Nevada	HMO (165 lives) POS (73 lives)	100% HMO, Employee Only 50% HMO, dependent POS Buy-up
Dental	United Health Care	HMO (75 lives) PPO (191 lives)	100% HMO, Employee Only 50% HMO, dependent
Vision	United Health Care	PPO (264 lives)	100% HMO, Employee Only 50% HMO, dependent
Life	United Health Care	\$20K coverage Employee (174, lives) \$40K coverage Manager (38 lives) \$60K coverage Director (9 lives) \$120K coverage Officers (3 lives)	100% Employee Only 100% Employee Only 100% Employee Only
Long Term Disability	United Health Care	60% month, \$8,000 max (225 lives)	100% Employee Only

Type of Voluntary/Supplemental Benefits	Carrier	Participants	ER Contribution
Life Insurance	American Heritage	2	None
Intensive Care	Colonial Life	2	None
Hospitalization	Colonial Life	29	None
Critical Illness	Colonial Life	30	None
Cancer	Colonial Life	43	None
Life	Colonial Life	55	None
Accident	Colonial Life	85	None
Short-Term Disability	Colonial Life	128	None
Legal	Legal Shield	30	None
Life	New York Life	2	None
Health Care Reimbursement Account	Wage Works	50	None
Dependent Care Reimbursement Account	Wage Works	2	None
457B Plan	VOYA	50	None