SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

REQUEST FOR QUOTES

GENERAL CONTRACTORS: REHABILITATION OF FLOOD UNIT

JANICE BROOKS BAY
5201 WALNUT AVENUE, #15, LAS VEGAS, NV 89101

THIS PROJECT IS NOT SUBJECT TO DAVIS BACON WAGES, CERTIFIED PAYROLL OR SNRHA'S SECTION 3 PROGRAM

RFQ Q22023
FEBRUARY, 2022

Submission Deadline:
Monday, March 7, 2022 at 10:00 AM (PST)

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

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

REQUEST FOR
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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 PHA in HUD Region 9, which encompasses California, Arizona, Nevada and Hawaii.

SNRHA has an annual budget of $152 million and has received approximately $20 million in American Recovery and Reinvestment Act (ARRA) funds. Further, the agency has received approximately $13 million in Neighborhood Stabilization Program (NSP) funds.

SNRHA currently owns and manages 23 public housing properties, 386 scattered site units (single-family homes) totaling 2,651 public housing units. A total of 5,396 residents are served under this program. Of the 23 public housing properties 20 are conventional public housing, six (6) designated senior developments, four (4) designated as elderly/disabled developments, and ten (10) are designated as family developments. The remaining three (3) properties are Mixed Finance public housing properties, one (1) designated senior development, and two (2) are designated as family developments.

SNRHA also administers over 11,000 Housing Choice Vouchers (Section 8) that allow families to rent in the private market and receive a subsidy towards their rent. With this assistance, participants are able to pay approximately 30 percent of their annual adjusted income towards their rent, while the SNRHA pays the remainder. The SNRHA helps provide housing to approximately 28,841 participants under this program.

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

SNRHA through its preservation efforts recently converted three (3) properties from Public Housing to Project Based Vouchers through the Rental Assistance and Demonstration Program (RAD) totaling 323 units, plus 8 HOME units serving a total of 881 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 the Governor's Office at (702) 486-2700 or www.diversifynevada.com or esbprogram@diversifynevada.com

RFQ INFORMATION AT A GLANCE - RFQ Q22023 REHAB AT JBB, 5201 WALNUT #15, LV, NV

SNRHA CONTACT PERSON(S) ONLY: 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.	Linda Simpson Telephone: (702) 477-3144 TDD: (702) 387-1898 Email: ha.economicengine.com, or Wanda Beckett Telephone: (702) 477-3145 Email: procurement@snvrha.org
HOW TO OBTAIN THE SOLICITATION DOCUMENTS ON THE APPLICABLE INTERNET SITES: **NOTE:** Copies of bid documents received from sources other than the SNRHA will cause your bid to be deemed invalid.	**1. To Only Download the Solicitation:** www.snvrha.org click on Procurement tab, click on "Current Bid Invitations" Downloading Questions: (702) 477-3160. **2. To Respond, Q&A and Receive Addenda regarding this Solicitation:** ha.economicengine.com and please note: you must first register your company in order to access this Solicitation.
PRE-BID MEETING VIA WEBEX.COM **Meeting No. (access code)** 2556 559 4577 **Password:** pvDMhvsb478 **SITE VISIT: 5201 Walnut #15, LV, NV 89101**	**Wed., February 9, 2022, 9:00 AM (PST)** **Wed., February 9, 2022: 10:30 AM following Pre-Bid Conference**
QUESTION & ANSWER SUBMISSION DEADLINE:	**Wed., February 23, 2022, 10:00 AM (PST)** All questions and answers must be submitted in writing to ha.economicengine.com. Questions and/or requests for clarification will not be responded to after the Q & A deadline date and time.
SEALED BID SUBMISSIONS:	**Monday, March 7, 2022, 10:00AM** 2 hard copy bids must be submitted by the stated deadline to: Southern Nevada Regional Housing Authority Procurement Department 340 N. 11th Street, Suite 180 Las Vegas, NV 89101 Electronic bids must be submitted by the deadline date and time as well at ha.economicengine.com. One without the other will be deemed non-responsive. No Public Bid Opening: Results will be posted on the noted websites. Sealed Bids (in envelopes and/or boxes) must be received by SNRHA by the deadline date and time. Mailed bids must be post-marked prior to the submission due date to be considered. Unsealed or Late Bids will not
ANTICIPATED APPROVAL BY SNRHA BOARD OF COMMISSIONERS, if necessary	**Thursday, March 17, 2022, 12N**

Emerging Small Business (ESB): Women, and/or minority-owned businesses are encouraged to participate in our Solicitation Processes. For full details of the ESB Program and for possible increased business opportunities, contact (702) 486-2700, www.diversifynevada.com or esbprogram@diversifynevada.com

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 bidder(s).

1.1.4 The SNRHA reserves the right to determine the days, hours and locations that the successful bidder(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 bidder 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 bidder 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:

1.1.10.1 Contractor agrees to comply with the federal statues relating to non- discrimination. These include, but aren't limited to Section 504 of the Rehabilitation Act of 1973 as amended (29USC section 794) which prohibits discrimination on the basis of handicap and the Americans with Disabilities Act of 1990.

1.1.10.2 The Bidder 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 Bidder 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 Bidder 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 IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing the SNRHA websites at ha.economicengine.com and/or www.snvrha.org and downloading and responding to this Solicitation, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet site, and further agrees that he/she will inform the SNRHA PM in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the SNRHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the SNRHA, but not the prospective bidder, of any responsibility pertaining to such issue.

1.2 Protest Procedures: Available Upon Request

2.0 SCOPE OF WORK AND TECHNICAL SPECIFICATIONS FOR QUALIFIED GENERAL CONTRACTORS:

The successful Bidder shall possess all of the required state and local licenses, and certifications required to perform work of the type required by this solicitation in the State of Nevada, County of Clark and provide copies to SNRHA.

2.1 **Scope of Work:** shall provide labor, materials and equipment as required for the rehabilitation of a flood unit at the following service site stated in Section 2.2. All work to be provided shall be pursuant to the specifications and Scope of Work as described within this solicitation package and any additional Addenda. **(See Attachment F for complete Scope of Work)**

2.2 **Service Site: Rehabilitation of flood unit at the following:**
Janice Brooks Bay: 5201 Walnut Avenue, #15, Las Vegas, NV 89101

2.3 Bidder/Contractor and all subcontractors must meet current state minimum wage requirements. Davis Bacon Wages are NOT applicable to this project.

2.4 **Time of Completion for Total Project**: The work on the site shall be substantially completed **within thirty (30) calendar days after the Contractor receives the Notice to Proceed.** Completion shall be further defined as "Substantial Completion" of the work in progress to include but not limited to:

2.4.1 All final inspections and Certificate of Occupancy Inspections are approved by Clark County Nevada and any other agency having jurisdiction over the project as required.

2.4.2 Minor punch list items: If the work does not require a permit from a local jurisdiction, only minor punch list items will be considered for remaining work. Minor punch list items shall be defined as: adjusting components, touch up paint, minor clean-up, not to include hauling debris away from the site, etc.

2.4.3 When a project is declared "**Substantially Completed"** the only work left to complete will be minor punch-list items.

2.4.4 The Contractor shall notify the SNRHA in writing when the job is considered substantially complete and the requirements in Section 2.4 have been met. Lack of written notification will result in the accrual of contract time until written notice is received.

2.4.5 The SNRHA must have the concurrence of the Engineer/Professional of Record before the job is considered "Substantially Complete".

2.4.6 Final payment application (10% retention) cannot be released until the punch list has been completed, all certified payroll issues have been addressed and all close-out documents have been received and approved by the SNRHA.

2.5 Liquidated Damages: As actual damages for any delay in completion are impossible to determine, the Contractor and his sureties shall be liable for and shall pay to the SNRHA **the sum of $100.00 per dwelling unit per day** as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed and accepted.

2.6 Bidder/Contractor shall comply with all laws, ordinances, and regulations applicable to the specifications herein and are to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in anyway affect the delivery of Contractor's services.

2.7 Bidder/Contractor shall be responsible for submitting regular reports detailing their compliance with conditions of the contract awarded in the format prescribed by, and bat the intervals required by SNRHA. These include, but are not limited to payroll reports, certifications and other various forms required by HUD.

2.8 Government Standards – Safety:

Safety Plan for Construction and Maintenance Contracts: Bidder/Contractor shall have in place a Safety Plan for its company that shall be in accordance with OSHA Regulations and include a Training Plan for its employees. Bidder/Contractor shall use safety devices in accordance with the applicable laws and regulations pursuant to the work performed under this solicitation so as to ensure public safety. Bidder/Contractor shall take all steps necessary to ensure that work area is properly secured to provide the reasonable safeguard of persons, property and to prevent exposure to unsafe conditions. Bidder/Contractor shall ensure that all devices and chemicals used are in accordance with OSHA and EPA and any other state, federal, county and city regulations. Bidder/Contractor shall provide MSDS for all products and devices used in providing the service and shall provide a copy of their Safety and Training Plan to the SNRHA.

Note: All supervisors must possess an OSHA 30 Certification and all other employees an OSHA 10 Certification. Please place your Safety and Training Plan as pursuant to OSHA Regulations under Tab 6 of your Bid; CD submissions are strongly recommended for voluminous pages, 10 two-sided pages or more).

It is the responsibility of the Bidder/Contractor to ensure that all items and services proposed conform to all local, state and federal law concerning safety (e.g., OSHA and NOSHA) and environmental control (e.g., EPA and Clark County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The Bidder/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. Pursuant to the services to be provided the
laws and safety regulations.

2.8.1 Personal Protection and Equipment (PPE):

Bidder/Contractor shall at its own expense, protect its employees and all other persons from risk of death, injury or bodily harm arising from or in any way related to the scope of work being performed for SNRHA, including emergencies. Bidder/Contractor shall fully comply with all laws, orders, citations, rules, regulations, standards and statutes concerning Occupational Health and Safety (OSHA) including a safety plan for accident prevention. The Service Provider's Safety Plan must include the use of PPE; following all Federal/State OSHA and EPA regulations requirements for PPE related to your NV State/County License.

Bidder/Contractor shall prohibit/prevent the presence of the use of alcohol or drugs by its employees, subcontractors or suppliers at all SNRHA job site/locations. Immediate stop work is required by service provider if any such person is found to be under the influence of alcohol or drugs.

Bidder/Contractor is responsible to pay all fines or penalties assessed upon performance violations relating to the scope of work. Bidder/Contractor shall conduct inspections to determine that safe working conditions and equipment exist and safe practices are observed; and accepts sole responsibility for providing a safe place to work for its employees and the employees of all subcontractors.

Bidder/Contractor shall immediately notify SNRHA Property Manager and/or SNRHA's representative of any unsafe conditions or practices observed on the work site. Furthermore, contractor shall immediately contact the SNRHA Project Manager, Property Manager and Procurement Department of any accidents or injuries on the work site performed under this PO or Contract.

Bidder/Contractor must provide to their staff for all SNRHA projects, Material Safety Data Sheets (MSDS) which are maintained in a visible place or company vehicle for any hazardous material used in completion of the work performed for SNRHA.

Non-compliance to any OSHA and EPA regulations including PPE standards will result in termination of PO/Contract, in addition may include non-payment of services.

2.9 Bidder/Contractor/Subcontractors, Employee Background Checks: To ensure the safety of SNRHA residents and staff, Bidder, Contractor, or Subcontractors are required to perform background check on all of their employees working on SNRHA property. SNRHA have the right to request the said background verifications during the course of the contract.

2.10 Occupancy of Development During Contract Period: If applicable, Bidder/Contractor is advised that if the development and/or service site will be occupied during the entire time of the contract awarded pursuant to this Solicitation – it is essential that basic consideration be taken into account in preparing for, scheduling, and carrying out the work under such contract awarded pursuant to this solicitation. The Bidder/Contractor and all subcontractors must bear in mind at all times that the work must be carried out expeditiously with all reasonable measure to eliminate exposure to potential hazards and minimal disruption to the lives and activities of the residents of the service site.

2.11 Discrepancies in Specifications and Designs: Bidder/Contractor must carefully read the specifications, examine the designs and details, and inspect the entire site for existing conditions prior to submitting bid. Errors, Omissions, and conflicts must be reported to SNRHA for interpretation, special instructions, or addendum.

2.11.1 If there are any discrepancies in the Designs or the document deemed to be the best practice or item by SNRHA shall govern. If Bidder/Contractor identifies such discrepancy in connection with preparing its bid, Bidder/Contractor shall seek and acquire written clarification from SNRHA per the guidelines as identified in the solicitation. Any Bid submitted without such clarification shall be interpreted in favor of the SNRHA, and Bidder accepts full responsibility for its failure to identify and reconcile such discrepancy prior to submitting its bid.

2.12 Responsibilities:

2.12.1 Contractor shall be responsible for removing any debris from the development related to the Bidder's activities performed in connection with any contract awarded pursuant to the IFB in any unsecured area at the end of each workday. Bidder shall repair and/or replace any property damaged in any secured area during period of work. Bidder shall ensure that all work performed by the Bidder, or their subcontractors, is done in a professional manner and in compliance with all codes, laws, regulations, and industry standards**.**

2.12.2 Permit & Licenses: Bidder/Contractor is responsible for obtaining all permits and licenses as it relates to the Scope of Work for this solicitation. Bidder must be a duly licensed contractor in the State of Nevada for the category of work identified in the Scope of Work. Bidder must also be licensed to do business in governing jurisdictions.

2.13 Technical Specifications and Scope of Work: See Attachment H for complete Scope of Work

Provide all necessary labor and material to equipment for stucco, paint, stairs, landings and deck services at the above-stated service addresses in Section 2.2. Finished repairs must be free of all defects.

3.0 SOLICITATION PROCEDURES & SUBMISSION INSTRUCTIONS: **(Refer to Attachment C, HUD 5369 Instructions to Bidders for more details**). Award will be made to the most responsive, responsible, lowest General Contractor that meet all requirements of the conditions and Form of Bid, General Requirements and Contract requirements for all locations and work. This is one bid.

3.1 Virtual Pre-Bid Conference and In-Person Site Visit available ONLY for the following date and time: Pre-Bid Conference: Wed, February 9, 2022, 9:30 AM (PST). Refer to page 4 for access to webex.com.

In-Person Site Visit: **Wed., February 9, 2022,** following Bid Conference at 10:30AM
Janice Brooks Bay, 5201 Walnut Avenue, #15, Las Vegas, NV 89101

All prospective bidders must attend. The purpose is to review bid submission requirements and to address prospective bidders' initial questions and concerns.

3.2 Question & Answer Period: All questions and requests for interpretation must be provided type-written and in writing by **Wednesday, February 23, 2022, by 10:00 AM (PST**). Questions will not be responded to after the deadline. All questions must be emailed to:

Linda P. Simpson
ha.economicengine.com

3.3 Bid Submission Deadline and Public Bid Opening:

3.3.1 Bid Submission Deadline: Monday, March 7, 2022 at 10:00 AM (PST); Two (2) sealed, hard copy bids (one marked original and one marked copy, provided in a sealed envelope or box) with your return address and RFQ number are to be submitted to SNRHA Procurement & Contracts Office, 340 N. 11th Street, Suite 180, Las Vegas, NV 89101.

Electronic pricing must be input at ha.economicengine.com for this project. The total bid amount must equal to the total amount noted on the Bid Form in Tab 3 of your Bid Submittal. **Your bid will be deemed non-responsive without both 2 hard-copy bids (one marked original and one marked copy) and your electronic submission at the above-noted website.**

3.3.2 No Public Bid Opening: Bid Results will be posted on the noted websites in the form of an Addendum.

3.4 Bid Guarantee and Bid Bond: (5% Bid Amount Applicable to construction and equipment contracts exceeding $25,000.00) Bid Guarantee must be submitted with the Bid Submittal under Tab 4. Bids submitted without the **Bid Guarantee** not less than 5% of the amount of the Bid, shall be considered non-responsive and not considered for award of contract. The Bid Guarantee may be a cashier's check, or bank draft endorsed to the SNRHA, U.S. Government Bonds at par value or a **Bid Bond** secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is be performed.

Also, be advised that upon award, a 100% Payment and Performance Bond equal to the amount of the bid is required, which guarantees the work.

3.5 Bid Submittal Format: In order that the SNRHA can properly evaluate the offers received, all bids submitted in response to this solicitation must be formatted in accordance with the noted sequence. Each category must be separated by numbered index dividers and labeled with the corresponding Tab as referenced below. It is preferred and recommended that the Bidder use an appropriate sized 3 ring binder that if necessary, the information can be removed and returned to the binder in its original condition.

3.5.1 Tabbed Bid Submittal: The solicitation including attachments is the entire package of information necessary for potential bidders to submit a bid. The solicitation includes a description of the services or services being purchased, any unique technical information, time and place of bid opening, time and place of site inspections or Pre-Bid Conference, a form for stating the bid price and any required forms, as outlined below:

3.5.1.1 Tab No. 1: Bid Submission and Format Checklist: (Attachment A to this IFB) This 2-page form must be fully completed, executed where provided and submitted under this Tab as a part of your Bid submittal. It is recommended that it be used as a guide to ensure all required documents are included in your Bid Submittal.

3.5.1.2 Tab No. 2: Disclosure of Ownership Form: (Attachment B) This form must be completed and returned under this Tab as part of your Bid submittal for all **Prime and Subcontractors.**

Conflict of Interest Form: (Attachment B) This form must be completed and returned under this Tab as part of your Bid submittal for all **Prime and Subcontractors**

Statement of Bidders Qualifications Form (General Contractor): (Attachment B) This form must be completed and returned under this Tab as part of your Bid submittal.

3.5.1.3 **Tab No. 3: Bid Form and HUD Form 51000 Schedule of Amounts for Contract Payments** (Attachment B): This document must be fully completed, executed and submitted under this Tab as part of your Bid Submittal.

3.5.1.4 **Tab No. 4: Bid Guarantee or Bid Bond** (Attachment B) Must be submitted with the Bid submittal under this Tab. Bid submittal provided without the Bid Guarantee or Bid Bond shall be considered Non-Responsive and not considered for award of contract.

3.5.1.5 **Tab No. 5: Required HUD & SNRHA Forms:** The following forms are attached as Attachment C to this Solicitation Document and must be utilized and/or executed and returned under this Tab:

3.5.1.5.1 **HUD Form 5369-A, Representations, Certifications and Other Statement of Bidders**; (Complete and Return under this Tab)

3.5.1.5.2 **Subcontractor's List:** This form must be fully completed with addresses of subcontractors at the time of bid. **Subcontractors who are not submitted at the time of Bid, will not be considered for approval.** (Complete and Return under this Tab)

3.5.1.5.3 **SNRHA Drug-Free Workplace Certification,** (Complete and return under this Tab)

3.5.1.5.4 **Authorization to Release Information,** (Complete and return under this Tab)

3.5.1.5.5 **Non-Collusive Affidavit Certification,** (Complete, Notarize and return under this Tab)

3.5.1.6 **Tab No. 6: Managerial Capacity/Financial Viability**: The Bidder's entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including financial statement, brief resumes for the persons identified within Attachment B, SNRHA Disclosure of Ownership Form. Such information shall include the bidder's qualifications to provide the services; a description of the background and current organization of the institution, including a current organizational chart.

References: The Bidder shall submit a listing of former or current references, including Public Housing Agencies, for whom similar or like services have been performed. The listing shall include:

3.5.1.6.1 The client's name,
3.5.1.6.2 The client's address,

3.5.1.6.3 The client's telephone number, and

3.5.1.6.4 A brief description and scope of services provided including the dates the services were provided.

3.5.1.7 **Tab No. 7: Equal Employment Opportunity Policy (EEO):** (Attachment D) The Bidder must provide a copy of its EEO Policy and a brief description of the positive steps it will take to ensure compliance, to the greatest extent feasible.

3.5.1.8 **Tab No. 8: Section 3 Business Preference (Optional Item):** (Attachment E) For any Bidder claiming a Section 3 Business Preference, he/she shall include the fully completed and executed Section 3 Business Preference Certification Form and any other documentation required by that form under this Tab. If the Bidder does not claim a Section 3 Preference, please note under this Tab a statement that reads, NO SECTION 3 BUSINESS PREFERENCE BEING CLAIMED". **Note: Registering on the HUD Section 3 Business database does not qualify you as a Section 3 Business or provide you with a Section 3 Business Certification.**

3.5.1.9 **Tab No. 9: Joint Venture Information (Optional Item):** The Bidder shall identify hereunder whether or not he/she intends to submit a Bid as a Joint Venture with another entity. The Bidder should provide proof of filing with the State and any and all applicable agencies of the joint venture and all required documentation forming this venture. This Document must be fully completed, executed and submitted under this Tab as part of your Bid Submittal.

Note: Please remember that all information required from the Bidder under this proceeding tabs must also be included for any joint venture.

3.5.1.10 **Tab No. 10: Other Information (Optional Item):** The Bidder may include under this tab any other general information he/she deem necessary.

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.

3.6 Bidder/Contractor shall be responsible for submitting regular reports detailing their compliance with the conditions of the contract awarded in the format prescribed by, and at the intervals required by, SNRHA. These include, but are not limited to, payroll reports, certifications, and other various forms required by HUD.

4.0 CONTRACT EVALUATION AND AWARD:

The SNRHA intends to retain the successful bidder based on the lowest bidder being responsive and responsible (24CFR 85.36(b)(8)). To be considered responsive, a bid must conform to the material requirements of the solicitation. The Contracting Officer must examine the low bid to be sure that the bidder did not alter the specifications or other terms and conditions (e.g., delivery schedules, payment terms, etc.) or attempt to impose different terms and conditions. After determining the responsiveness of the low bid, the Contracting Officer shall determine if the bidder is responsible. Have adequate financial resources to perform the contract, or the ability to obtain them; Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them; Have the necessary production, construction, and technical equipment and

facilities, or the ability to obtain them; Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder's/offeror's existing commercial and governmental business commitments; Have a satisfactory performance record; Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended, debarred or under a HUD-imposed LDP and System for Award Management.

4.1 License and Insurance Requirements: The successful Bidder/Contractor shall possess all of the required state and local contractor's licenses, and certifications required to perform work of the type required by this Solicitation in the State of Nevada, County of Clark and provide copies to SNRHA. The following are the required insurance certificates and/or limits:

4.1.1 Certificate of Insurance per these specifications to be provided upon award of contract.

4.1.2 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 as an "additional insured," together with providing a copy of the corresponding endorsement evidencing the same.

4.1.3 Evidence of Automobile Liability insurance, with a combined single limit of $1,000,000 or 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

4.1.4 Appropriate worker's compensation coverage. (Not applicable if entity consists of only one employee).

4.1.5 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.

4.1.6 Certificate Holder's Information shall be addressed as follows and delivered via US postage- paid mail to:

Southern Nevada Regional Housing Authority
Attn: Procurement & Contracts Office
Post Office Box 1897 Las Vegas, NV 89125 or emailed to or emailed to:
procurement@snvrha.org

5.0 CONTRACT SERVICE STANDARDS: All work performed pursuant to this solicitation must confirm and comply with all applicable local, state and federal laws.

6.0 ATTACHMENTS: Recap of Section 3.5

6.1 ATTACHMENT A: **Bid Submission and Format Checklist Form** (use as a guide, return under Tab 1 of your Bid.

6.2 ATTACHMENT B:

6.2.1 Disclosure of Ownership Form, (Return under Tab 2 of your Bid);

6.2.2 Disclosure of Conflict of Interest Form, (Return under Tab 2 of your Bid);

6.2.3 **Statement of Bidders Qualifications Form**, (Return under Tab 2 of your Bid);

6.2.4 **Bid Form**, (Return under Tab 3 of your Bid);

6.2.5 **HUD Form 51000, Schedule of Amounts of Contract Payments** (must equal to the total Bid amount on Bid Form)

6.2.6 **Bid Guarantee or Bid Bond**, (Return 5% of Total Bid Amount if over $25,000.00 under Tab 4 of your Bid, in the form of Cashier's Check made payable to the Southern Nevada Regional Housing Authority or Security Bond with raised seal)

6.3 ATTACHMENT C: HUD & SNRHA REQUIRED FORMS:

6.3.1 HUD Form 5369, Instructions to Bidders for Contracts,

6.32 HUD Form 5369A, Representations, Certifications and other Statement of Bidders, (Return under Tab 5 of your Bid);

6.3.2 HUD Form 5370 EZ, General Contract Conditions for Small Construction/Development Contract (Keep for your information)

6.3.3 Subcontractor's List, (Return under Tab 5 of your Bid);

6.3.4 SNRHA Drug-Free Workplace Certification (Return under Tab 5 of your Bid);

6.3.5 Non-Collusive Affidavit Certification (Return under Tab 5 of your Bid);

6.3.6 Authorization to Release Information (Return under Tab 5 of your Bid);

6.3.7 SNRHA Sample Contract & Insurance Certificate (Keep for your information)

6.4 ATTACHMENT D: ATTACHMENT E: Equal Employment Opportunity Policy, (Return under Tab 7 of your Bid)

6.5 ATTACHMENT E: Section 3 Business Preference (Optional Submission), if claiming preference, complete and return under Tab 8 of your Bid, **with certificate and number**)

6.6 ATTACHMENT F: Scope of Work, **(**Keep for your information)

ATTACHMENT A

BID SUBMISSION FORMAT CHECKLIST

BID SUBMISSION AND FORMAT CHECKLIST

IMPORTANT: Each bidder **shall submit two (2) hard-copy bid submittals, (1 original and 1 copy marked "Copy")** sealed in an envelope or box to include company name, address, solicitation number and name of services. The SNRHA will not accept your package if it's unsealed. It is recommended that submittals are provided in binders with numbered tabs that extend out from the sides of the pages. Bidders are also required to sign and date and return any and all applicable forms as requested within this Solicitation. Please use this form as a guide by marking an "X" where provided to indicate that the information has been included within your hard-copy bid submittal. Also complete the Section 3 Statement and the Bidder's Statement as noted below.

COMPANY NAME: _____

_____**TAB 1**. **The "Bid Submission and Format Checklist" Form (Attachment A)**

_____**TAB 2**. **The "Disclosure of Ownership" Form** (Contractors and Subs) (Attachment B)
_____ **The "Disclosure of Conflict of Interest Form**
_____ **Statement of Bidders Qualifications Form** (Attachment B)
_____ **IRS W9 Request for Taxpayers Identification Number** (Attachment B)

_____**TAB 3**. **The "Bid Form"** signed with written amount and dollar figure (Attachment B)
HUD Form 51000, Schedule of Amounts of Contract Payments, (Attachment B)
Note: The total amount must be entered at ha.economicengine.com and MUST equal the total amount indicated on Bid Form

_____**TAB 4.** **The "Bid Guarantee" or "Bid Bond"** (Attachment B)
Note: 5% of Total Cost for bids $25,000.00 or more is required with submittal

_____**TAB 5.** **REQUIRED HUD & SNRHA FORMS**: (Attachment C)

_____ **HUD Form 5369A, Representations, Certifications and Other Statement of Bidders**
_____ **Subcontractor's List**, **complete list with addresses ONLY at time of Bid for approval**
_____ **SNRHA Drug-Free Workplace Certification**
_____ **Non-Collusive Affidavit Certification**
_____ **Authorization to Release Information**

_____**TAB 6**. **Managerial Capacity/Financial Viability, include brief resumes'**
_____ **References**
_____ **Safety and Training Plan, pursuant to OSHA and EPA Regulations**

_____**TAB 7**. **Equal Employment Opportunity Policy** (Attachment D)

_____**TAB 8.** **Section 3 Business Preference**, (Optional Item), must include Certification, (Attachment E)

_____**TAB 9**. **Subcontractor/Joint Venture Information**, (Optional Item)

_____**TAB 10.** **Other Information You Deem Necessary That the SNRHA Should Know**

BID SUBMISSION FORMAT CHECK LIST
PAGE 2 OF 2

SECTION 3 STATEMENT

Are you claiming a Section 3 Business Preference? YES___or NO____. If "YES", pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 8, which priority are you claiming? _____ **Section 3 Certified Certificate is required**

BIDDER'S STATEMENT

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

_____ _____

SIGNATURE **DATE**

_____ _____

PRINTED NAME **COMPANY NAME**

ATTACHMENT B

REQUIRED SNRHA FORMS

1. SNRHA Disclosure of Ownership Form
2. SNRHA Disclosure of Conflict of Interest Form
3. Statement of Bidders Qualifications Form
4. Bid Form
5. HUD Form 51000, Schedule of Amounts of Contract Payments
6. Bid Guarantee or Bid Bond

DISCLOSURE OF OWNERSHIP

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

* REQUIRED FIELDS

*Company Name _____ *Address _____

*City, State & Zip _____ *Telephone _____ Fax _____

*Primary Contact _____ *Title _____

*Email Address _____ *Federal Tax Identification Number _____ DUNS # _____

*Business License Number _____ State of Nevada Contractor's License Number, If any _____

NAME AND TITLE OF PRINCIPALS OF YOUR COMPANY WHO ARE AUTHORIZED TO SIGN ON COMPANY'S BEHALF

Please list additional principals on a separate sheet of paper.

*Name _____ *Title _____ % Owned _____

Name _____ Title _____ % Owned _____

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

☐ Male Owned ☐ Public Held Corporation ☐ Government Agency ☐ Non-Profit Organization

☐ Woman Owned ☐ Caucasian American ☐ Native American ☐ Hispanic American

☐ Asian/Pacific ☐ Hasidic Jew ☐ Asian/Indian ☐ SNRHA Resident

☐ African American ☐ Veteran ☐ Disabled ☐ W/MBE Certification# _____ SEC

☐ 3/RBE Certification # _____ HUB ZONE Certification # _____ Small

☐ Business Certification # _____ Emerging Small Business (ESB) **Tier 1** **Tier 2**

***DOES YOUR COMPANY RECEIVE A 1099?** YES . or NO .

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

***ARE YOU REGISTERED WITH EMERGING SMALL BUSINESS PROGRAM**: YES or NO If Yes, please note **Tier** above. If No, doing so may prove increased business opportunities for your company. Contact Nathan Jackson at www.diversifynevada.com or esbprogram@diversifynevada.com

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

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

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

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

General Liability Insurance Policy # and Carrier: _____

Workman's Compensation Policy # and Carrier: _____

Automobile Liability Insurance Policy # and Carrier: _____

Signature _____ Date _____ Printed Name _____

KEY PERSONNEL

INSTRUCTIONS:

LIST PERSONNEL ASSIGNED TO THIS CONTRACT: Identify the individual(s) that will act as project manager and any other supervisory personnel who will work on project; attach brief resume for each:

Name:	Title

PRINT NAME: _____

SIGNATURE_____ **DATE**_____

DISCLOSURE OF CONFLICT OF INTEREST

TO BE REVIEWED AND RESPONDED TO, WHETHER OR NOT APPARENT OR REAL CONFLICT(S) EXIST.
THIS FORM MUST BE SIGNED AND DATED BY ENTITY'S REPRSENTATIVE AND PLACED UNDER TAB 2 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.

DISCLOSURE OF CONFLICT OF INTEREST

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 Solicitation 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:

STATEMENT OF BIDDER'S QUALIFICATIONS (GENERAL CONTRACTOR)

All questions must be answered and the data must be clear and comprehensive. This statement must be notarized. Attach additional pages if needed.

1. Name of bidder: _____
2. Name of Principals: _____
3. Names of authorized signatories: _____
4. Permanent main office address: _____

_____

5. When organized?: _____
6. Where incorporated?: _____
7. How many years have you been engaged in the contracting business under your present name?: _____

8. Previous names of companies in which the principals listed above (#2) have engaged in the contracting business:

_____

_____

_____

9. List all contracts on hand by name of contract and gross amount:

_____

_____

_____

_____

10. Have you ever defaulted on a contract? If so, where and why?:

_____

_____

_____

11. Have you ever refused to sign a contract at your original bid? If yes, explain:

_____

_____

_____

STATEMENT OF BIDDER'S QUALIFICATIONS (GENERAL CONTRACTOR)

12. Names, background, experience and current workload of the principal members of your personnel, including the officer.

Name	Background	Years in Contracting	Current Workload

13. Furnish written evidence of amount and type of credit available.

14. Attach the most recent financial statement.

15. Will you, upon request, fill out a detailed Financial Statement and furnish any other information that may be required by the SNRHA? ☐ Yes ☐ No

16. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the SNRHA, in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ (place), this _____ (date) day of _____ (month), 20___ (year).

_____
(Name of Bidder)

State of (_____)

County of (_____)

By: _____

Title: _____

_____ (Individual Signing Above) being duly sworn, deposes and says he is _____ (Title)

of _____ (Name of Organization) and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn before me this _____ day of _____, 20____.

My Commission Expires: _____ (Date)

Notary Public: _____

BID FORM

Ladies and Gentlemen:

1. The undersigned, being familiar with the local conditions affecting the cost of the work, and with the specifications (including this Solicitation, Instructions to Bidders, the form of Bid Bond, the form of Non-Collusive Affidavit, the form of Contract, and the form of Performance and Payment Bond or Bonds, the General Conditions, the Special Conditions, Equal Employment Opportunity Requirements, the General Scope of Work, the Technical Specifications and Drawings) and Addenda, if any, thereto as prepared by the Southern Nevada Regional Housing Authority (SNRHA herein), and at the office of the architect, hereby proposes to complete the work in conjunction with the construction **of RFQ #Q22023 – Rehabilitation of Flood Unit #15 at Janice Brooks Bay, 5201 Walnut, Las Vegas, NV 89101** in accordance with the Contract Documents within the time set forth and at the prices set forth below:

2. BID SUBMISSION LOCATION, DATE AND TIME: **Procurement & Contracts Office of the Southern Nevada Regional Housing Authority, 340 N. 11th Street, Suite 180, Las Vegas, Nevada 89101 on March 7, 2022, at 10:00 a.m. (PST) **LATE BIDS WILL NOT BE ACCEPTED****

3. BASE PROPOSAL: The bidder agrees to furnish all labor, materials, equipment and services to construct and complete the project as described and required by the herein above stated Document and any Addenda, in accordance therewith for **both properties in the sum of**:

BASE BID AMOUNT	**$**
_____ (Please print the total bid mount in words)	

4. In submitting this bid, it is understood that the right is reserved by the SNRHA to reject any and all bids. If written notice of the acceptance of this bid is postage-paid mailed, emailed or delivered to the undersigned within (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver within ten (10) days after the contract is presented to him for signature.

5. Security in the sum of _____ Dollars ($ _____), in the form of _____ is submitted herewith in accordance with the Specifications.

6. The Bidder hereby acknowledges that a fully executed, notarized Non-Collusive Affidavit is included with this IFB which states they have not entered into collusion with any person in respect to this Bid or any other Bid submission for the contract with the SNRHA.

7. The bidder represents that he has ( ), has not ( ), participated in a previous contract or subcontract subject to the Equal Opportunity clause prescribed by Executive Orders 10925, 11114 or 11246 or the Secretary of Labor; that he has ( ), has not ( ), filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts, which are exempt from the clause.)

BID FORM

8. Certification of Non-segregated Facilities: By signing this bid, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term, "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontract exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward a notice of his proposed subcontractors as provided in the SNRHA instruction to bidders.

9. Right to Reject or Terminate: The SNRHA reserves the right to reject any and all bids or to waive any informalities in the process. **No bid submitted shall be withdrawn for a period of one hundred and twenty (120) days subsequent to the opening of proposals,** without the express written consent of the SNRHA Procurement Manager. The SNRHA reserves the right to terminate the bid process or to terminate any award at any time for its convenience, or the cancel the award and make award to the next qualified bidder if the original successful bidder is not able to deliver the required services in a satisfactory manner within the terms outlined within the plans and specifications of these documents.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.W.C. 1001.

THE FOLLOWING ADDENDA AND/OR _____ ARE HEREBY ACKNOWLEDGED AS BEING INCLUDED IN THIS BID (Failure to acknowledge may cause bid rejection):

Addendum #: _____ Date: _____

Addendum #: _____ Date: _____

Addendum #: _____ Date: _____

Other: _____ By: _____

_____ _____

(Print or type name of person signing above)

_____ Title: _____

_____ _____

Name of person submitting bid Date

_____ _____

Company Name Phone Number

_____ _____

Address Fax Number

_____

City, State, Zip

Schedule of Amounts for Contract Payments

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

OMB Approval No. 2577-0157

No progress payments shall be made to the contractor unless a schedule of amounts for contract payments in accordance with the construction contract is received.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. 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.

Project Name and Location **REHABILITATION OF FLOOD UNIT AT JANICE BROOKS BAY, 5201 WALNUT AVE, #15, LAS VEGAS, NV 89101**	**RFQ Q22023**

Name, Address, and Zip Code of Contractor

Nature of Contract		Contract Number
Approved for Contractor by	11113	Date (mm/dd/yyyy)
Approved for Architect by	1lli:1	Date (mrn/dd/yyyy)
Approved for Owner by	11113	Date (mm/dd/yyyy)

IBn No. (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal Item (1)
	Labor					
	Materials					
	Equipment					
	Other					
	Total Amount of Contract or Carried Forward					$

To the best of my knowledge, all the information stated herein, as well as any information provided 1n the accompaniment herewith, 1s true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 101:2; 31 U.S.C. 3729, 3802)

Signature of authorized representative — Date signed (mm/dd/yyyy)

Instructions for Preparation of form HUD-51000

1. A separate breakdown is required for each project and prime contract instructions for preparation are given below.

   a. **Heading.** Enter all identifying information required for both forms.

   b. **Columns 1 and 2.** In column 1, enter the item numbers starting with No. 1, and in column 2 enter each principal division of work incorporated in the contract work.

      (1) **Master List.** The Master list contains the basic items into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.

      (2) **Items Subdivided.** In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items pertinent to the project involved and in agreement with the Contractor's intended basis for requesting monthly payments.

   c. **Column** 3. Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.

   d. **Column 4.** Enter the appropriate unit of measure for each sub-item of work opposite the quantities described in column 3, such as "sq.c{L'ya.," "tons," "lb.," "lumber per M/BM," "brickwork perM," etc., applicable to the particular sub-item. Items shown on "lump sum" or equivalent basis will be paid for only on completion of the whole item and not on a percentage of completion basis.

   e. **Column 5.** Enter the unit price, in place, of each sub-item of work.

   f. **Column 6.** Enter the amount of each sub-item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.

   g. **Column 7.** Enter the amount of principal item only, obtained by adding the amounts of all sub-items of each principal division of work listed in column 6. Continue with the breakdown on form HUD-51000.

   h. The "Schedule of Amounts for Contract Payments" shall be signed and dated in the space provided at the bottom of each sheet of the form by the individual who prepared the breakdown for the Contractor.

2. The minimum number of copies required for each submission for approval is an original and two copies. When approved, one fully approved copy will be returned to the Contractor.

Master List of Items

Item No.	Division of Work
	Bond
231	General Conditions \1
	Demolition & Clearing
	Structures
	General Excavation
	Footing Excavation
	Backfill
	Foundation Piles & Caissons
	Concrete Foundations
	Concrete Superstructures
	Reinforcing Steel
	Waterproofing & Damp proofing
21	Spandrel Waterproofing
	Structural Steel
	Masonry
	Stonework
	Miscellaneous & Ornamental Metal
"	Metal Windows
	Roofing
	Sheet Metal

Item No.	Division of Work
ZJ	Rough Carpentry
21	Metal Bucks
22	Caulking
23	Weatherstripping
24	Lath & Plastering-Drywall
25	Stucco
a;	Finish Carpentry
27	Finish Hardware
28	Glass & Glazing
29	Metal Doors
3)	Metal Base & Trim
31	Toilet Partitions
:Q	Floors
33	Painting & Decorating
34	Screens
35	Plumbing
:£	Heating
'31	Ventilating System
2B	Electrical
3)	Elevators
40	Elevator Enclosures-Metal
41	Incinerators-Masonry & Parts
42	(Other)
43	(Other)

Item No.	Division of Work
	Site Improvements
44	Retaining Walls
45	Storm Sewers
46	Sanitary Sewers
47	Water Distribution System
48	Gas Distribution System
49	Electrical Distribution System
	Street & Yard Lighting Fire &
51	Police Alarm System Fire
52	Protection System Street
53	Work
54	Yard Work
55	(Other)
	(Other)
	Equipment
51	Shades & Drapery Rods
58	Ranges
	Refrigerators
00	Kitchen Cabinets & Work Tables
61	Laundry Equipment
62	(Other}
63	**Punch List** \2
64	Lawns & Planting

1 General Conditions should be 3% to 5% of contract amount.
2 Punch List should be approximately 1/2 of 1% or $30 per dwelling unit, whichever is greater.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

_____ as PRINCIPAL and
(Name of Principal)

_____ as SURETY, are held and firmly bound
(Name of Surety)

unto the Southern Nevada Regional Housing Authority, hereinafter called the "SNRHA," in the penal sum

of _____ Dollars, lawful money of the United States,
(Written Sum)

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid, dated _____, 20___ for:

_____

_____

_____

_____

NOW THEREFORE, if the principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified within sixty (60) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with SNRHA in accordance with the bids as accepted and give bond with good and sufficient surety or sureties, as required by the U. S. Treasury Circular No. 570, sureties acceptable to the government, for the faithful performance of and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and given such bond within the amount specified in said bid and the amount for which SNRHA may procure the required work or supplies or both, if the latter amount be in excess of the former, the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

BID BOND

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

ATTEST:

_____

(Sole Proprietorship or Partnership)

_____

(Individual Principal Signature)

_____

(Business Address)

(Seal)

_____

(Name of Individual Principal above)

OR ATTEST:

_____

(Corporation)

_____

(Corporate Principal Signature)

_____

(Business Address)

_____

(Name of Corporate Principal above)

_____

(Title)

(Seal)

BID BOND

ATTEST:

_____
(Surety Company)

_____
(Corporate Surety Signature)

_____
(Corporate Surety Signature)

_____
(Business Address)

By: _____

_____
(Title)

(Seal)

_____
(Power of Attorney for person signing Surety Company must be attached to the Bond)

ALTERNATE BID GUARANTEE

At the time of Bid Submission the following could be submitted in lieu of the Bid Bond; (All amounts being 5% of the Bid Price):

1. A certified check or bank draft made payable to the Southern Nevada Regional Housing Authority

2. A U.S. Government Bond in the amount made payable to the Southern Nevada Regional Housing Authority

ATTACHMENT C

REQUIRED HUD & SNRHA FORMS

1. HUD Form 5369 Instructions to Bidders for Contracts (FYI)
2. HUD Form 5369A, Representations, Certifications and Other Statement of Bidders (RETURN UNDER TAB 5)
3. HUD Form 5370-EZ, General Contract Conditions For Small Construction/Development Contracts Housing Programs (FYI)
4. Subcontractor's List to include trades, addresses and telephone number (RETURN UNDER TAB 5)
5. SNRHA Drug-Free Workplace Certification (RETURN UNDER TAB 5)
6. Non-Collusive Affidavit Certification (RETURN UNDER TAB 5)
7. Authorization to Release Information (RETURN UNDER TAB 5)
8. SNRHA Sample Contract (FYI)

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

Instructions to Bidders for Contracts Public and Indian Housing Programs

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

(1) Integrity;

(2) Compliance with public policy;

(3) Record of past performance; and

(4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid 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 PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(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 observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, 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 bid, 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, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, 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, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

(g) Bids 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 the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. **Bid Guarantee** (applicable to construction and equipment contracts exceeding $25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[ ] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[ ] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[ ] (3) a 20 percent cash escrow;

[ ] (4) a 25 percent irrevocable letter of credit; or,

[ ] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website **http://www.fms.treas.gov/c570/index.html**, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. **Preconstruction Conference** (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. **Indian Preference Requirements** (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [ ] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder'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)(l) 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)(l) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding $50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding $100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work. [ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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)

[ ] Black Americans	[ ] Asian Pacific Americans
[ ] Hispanic Americans	[ ] Asian Indian Americans
[ ] Native Americans	[ ] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding $2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding $10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed $10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding $100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding $50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

[ ] is, [ ] is not included with the bid.

13. Bidder's Signature

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

_____
(Signature and Date)

_____
(Typed or Printed Name)

_____
(Title)

_____
(Company Name)

(Company Address)

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 3/31/2020)

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contracts**, **greater than $2,000 but not more than $150,000.**

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

(a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
(b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
(c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
(d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
(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 or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.
(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if –
  (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
  (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
(c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

6. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $ _____ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non -owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than $ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) PHA-furnished facilities, equipment, materials, services, or site; or,

(4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

(2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

(3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

10. Rights in Data and Patent Rights (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.

11. 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.

12. 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.

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

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

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

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). 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 classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) 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.

(2) (i) Any class of laborers or mechanics, including helpers, 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 and fringe benefits therefor only when all the following criteria have been met:

(a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(b) The classification is utilized in the area by the construction industry; and

(c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause 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.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; ***provided***, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding of Funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, 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 until such violations have ceased. HUD or its designee 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.

(c) Payrolls and Basic Records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them 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. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, 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 or 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.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.
Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(k) Certification of Eligibility.

(1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(l) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, 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 these provisions.

(m) 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 exceeds:

(i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;

(ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

SUBCONTRACTORS LIST

NAME	(MBE/WBE)	TRADE	ADDRESS	PHONE
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

_____
(Prime Contractor)

By: _____

Title: _____

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

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

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS

(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

NON-COLLUSIVE AFFIDAVIT

State of (**NEVADA**)

County of (**CLARK**)

_____, being first duly sworn, deposes and says:

That he/she is _____ the party making the foregoing proposal or bid, and that such proposal or bid is genuine and not collusive or; that said bidder 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 the Housing Authority or any person interested in the proposed contract; and that all statements in said bid proposal or bid are true.

Signature of:

_____
(Bidder, if the bidder is an Individual)

_____
(Partner, if the bidder is a Partnership)

_____
(Officer, if the bidder is a Corporation)

Subscribed and sworn to before me this _____day of _____, 20____.

My Commission Expires: _____
(Date)

_____
Notary Public

AUTHORIZATION TO RELEASE INFORMATION

Date: _____

Attn: Linda 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 this 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: _____

CONTRACT BETWEEN

THE SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
AND
CLICK HERE AND TYPE COMPANY

INTRODUCTION

This Click Here and Type Contract (the "Contract") by and between the Southern Nevada Regional Housing Authority, a Nevada non-profit corporation (hereinafter "SNRHA") and Click Here and Type COMPANY NAME (hereinafter "the Contractor") is hereby entered into this _____day of _____, 20____(the "Effective Date").

1.0 Definitions

1.1 Invitation For Bids ("IFB"). A competitive solicitation process conducted by the SNRHA wherein an award is generally made to the responsive and responsible bidder that submits the lowest proposed cost.

1.2 Purchasing Manager ("SNRHA PM"). The SNRHA Purchasing Manager.

1.3 Days. 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.

1.4 Appendices. The following documents are included in the Contract as individually noted exhibits and shall be incorporated herein and made a part of this Contract by reference as if fully set forth herein:

1.4.1 Appendix No. A: form HUD-5370 EZ OR 5370 **HUD General Conditions of the Contract for Construction, Public Housing Programs and any amendments thereto**;

1.4.2 Appendix No. B: Section 3 Clause and Contractor Initial Response

1.4.3 Appendix No. C: ~~form HUD-4230A,~~ **Report of Additional Classification and Rate**;

1.4.4 Appendix No. D: form HUD-51000 (7/97), **Schedule of Amounts for Contract Payments**;

1.4.5 ~~Appendix~~ No. E: form HUD-51001, (3/92), **Periodic Estimate of Partial Payment**;

1.4.6 Appendix No. F: form HUD-51002, (3/92), **Schedule of Change Orders;**

1.4.7 Appendix No. G: form HUD-51003, (3/92) **Schedule of Materials Stored;**

1.4.8 Appendix No. H: form HUD-51004, (3/92), **Summary of Materials Stored;**

Sample

1.4.9 **Appendix No. I:** form SNRHA **Subcontractor/Supplier Final Waiver of Mechanics Lien.**

1.5 The following, each of which was either issued by the SNRHA as a part of the competitive solicitation and/or which was completed and returned by the Contractor in response to the solicitation (copies are not included under any of the appendices but are included herein by reference and are included within the solicitation file):

1.5.1 Current City of Las Vegas Business License;

1.5.2 Current State of Nevada Contractor's License;

1.5.3 Current Insurance Certificate/Endorsement (naming the SNRHA as "additional insured");

1.5.4 GSA Debarred and HUD Limited Denial of Participations Certifications;

1.5.5 Profile of Firm Form;

1.5.6 Subcontractors Exceeding 5% and 1% Listings;

1.5.7 Subcontractors List;

1.5.8 Subcontractor's Affirmative Action Form;

1.5.9 Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability;

1.5.10 Contractor's and Subcontractor's Non-Conclusive Affidavits;

1.5.11 Technical Specifications included as part of Bid Package Click Here and Type IFB NO.;

1.5.12 Summary of Work included as part of Bid Package Click Here and Type IFB NO.;

1.6 **Priority.** In the case of any discrepancy between this Contract and any of the above noted documents, Appendix A shall control. In the case of any discrepancy between this Contract and Appendices B-G, 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.

2.0 **Term of Contract**. Services pursuant to this Contract (the "Services") shall begin upon Contractor's receipt of the written Notice to Proceed by SNRHA, pursuant to Section 5 of Appendix A. Notwithstanding the continuation of any warranties contained herein, this Contract shall terminate pursuant to Sections 32 or 34 of Appendix A, or upon Final Completion (as described in Section 3.2.3.2).

3.0 **Services and Payment**

3.1 **Scope of Services.** The Contractor shall furnish all labor, material, equipment and services, and perform and complete rehabilitation services of Click Here and Type DESCRIPTION OF PROJECT, located at the following location:

Click Here and Type PROPERTY ADDRESS OR DESCRIPTION

in accordance with this Agreement and IFB No. Click Here and Type IFB NO. prepared by the SNRHA and any duly executed Addenda to this Agreement. Said labor, materials, equipment and services shall be provided on the dates and times determined by the SNRHA at the above-stated

Sample

SNRHA communities and/or facilities. In addition, the SNRHA shall retain the right to implement and/or enforce any item issued as a part of IFB No. Click Here and Type IFB NO..

3.2 Cost/Value of Services

3.2.1 Labor Costs. The Contractor shall not pay wages that are less than the highest wage required by either of the following:

3.2.1.1 The wage determination rates listed in IFB No. Click Here and Type IFB NO.

3.2.1.2 Appendix A.

3.2.2 Contract Value. The SNRHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Technical Specifications, not-to-exceed ("NTE") the sum of:

$Click Here and Type AMOUNT

Contractor exceeds the above-stated NTE amount at its own risk.

3.2.3 Time for Performance. The Contractor hereby agrees to commence work under this Contract upon receipt of a written Notice to Proceed ("NTP"), submitted by SNRHA. The Contractor shall complete the project within Click Here and Type WRITTEN NUMBER OF DAYS (Click Here and Type NUMERICAL DIGIT) calendar days thereafter, pursuant to Section 25 of Appendix A.

3.2.3.1 Delays/Time Extensions. Time extensions for performance may be granted by the SNRHA PM and SNRHA Executive Director pursuant to Section 32 of Appendix A. Any time extension shall be granted by written modification to this Contract.

3.2.3.2 Final Completion. Pursuant to Section 20 of Appendix A, the Contractor shall notify the SNRHA PM, in writing, as to the date when in its opinion the work is substantially complete and ready for inspection. Upon receipt of such notification, SNRHA shall conduct an inspection of the work within ten (10) days. SNRHA and/or the A/E shall promptly advise the Contractor, in writing, of any remaining final punch list items following such inspection. The Contractor shall notify SNRHA in writing when all punch list items have been completed and all clean-up has been done. SNRHA will then conduct a final inspection within ten (10) days of receipt of such notification. Performance shall be considered complete upon the Contractor's receipt from SNRHA of written acceptance of the work and SNRHA's receipt from the Contractor of the following:

3.2.3.2.1 Certificate of Occupancy issued by the responsible local agency;

3.2.3.2.2 One original and two notarized copies of the Contractor's lien release (in the form attached as Appendix H), including certifications that:

Sample

3.2.3.2.2.1 the work was completed in accordance with the Technical Specifications, including any modifications to this Contract;

3.2.3.2.2.2 the total amount due the Contractor and a separately stated amount for each unsettled claim against the SNRHA;

3.2.3.2.2.3 documentation noting that the SNRHA is released of all claims, other than those stated in the Contractor's release;

3.2.3.2.2.4 wages paid to laborers were paid as required herein; and

3.2.3.2.2.5 all guaranties and warranties contained herein are assigned to the SNRHA.

3.2.4 **Liquidated Damages**. Pursuant to Section 33 of Appendix A, the Contractor agrees to pay to the SNRHA, the sum of Click Here and Type per day as fixed, agreed, liquidated damages for each consecutive calendar day beyond the time for performance as provided in Section 3.2.3, provided this Contract is not terminated pursuant to Section 11, until Final Completion is achieved.

3.2.5 **Non-Escalation.** Unless otherwise specified within the RFP/IFB documents, the unit prices reflected in this Contract shall remain firm with no provision for price increases during the term of the Contract.

4.0 Billing Procedure

4.1 To receive payment for Services rendered pursuant to this Contract, the Contractor shall:

4.1.1 Comply with Section 27 of Appendix A.

4.1.2 Submit a fully completed Periodic Estimate for Partial Payment form (form HUD-51001, attached as Appendix D), showing the value of the work performed each period based upon the approved breakdown of the contract price. The approved breakdown of the contract price is reflected in the Schedule of Amounts for Contract Payment (form HUD-51000, attached as Appendix C) which was previously submitted by the Contractor and approved by SNRHA. Such estimates shall be submitted not later than thirty (30) days of completing the work and shall be subject to corrections and revisions by the SNRHA.

4.1.3 Submit all certified payroll reports up to the date of the work being billed and as detailed in Section 46 of Appendix A.

4.1.4 Progress payments must be approved by the SNRHA PM and the SNRHA Executive Director with the concurrence of the Architect/Engineer ("A/E") prior to payment.

4.1.5 Progress payment requests shall be delivered to the attention of:

Southern Nevada Regional Housing Authority
Attn: Accounts Payable
P.O. Box 1897
Las Vegas, NV 89125

Sample

4.1.6 The Contractor shall complete and submit the following forms as required with each request for progress payment(s):

4.1.6.1 Schedule for Change Orders (form HUD-51002)

4.1.6.2 Schedule for Materials Stored (form HUD-51003)

4.1.6.3 Summary of Materials Stored (form HUD-51004)

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

4.1.8 Final payment will be made by SNRHA upon receipt of the Contractor's release as required by Section 3.2.3.2, all required payroll reports have been received and any wage discrepancies have been resolved by the Contractor.

5.0 Contractor's Obligations. Pursuant to this Contract, the Contractor agrees to provide the specific construction obligations detailed in Appendix A and the Technical Specifications issued by the SNRHA included in IFB No. Click Here and Type IFB NO. and herein.

5.1 The Contractor aggress not to accept or perform any assigned work initiated by a contract amendment or change order without the prior written approval of the SNRHA PM and the SNRHA Executive Director.

5.1.1 Change Order Requests: The Contractor acknowledges, by signature below, that change order requests will not be summarily approved. All change order requests must be submitted to SNRHA for approval, prior to undertaking the additional work, in accordance with Section 29 of Appendix A, and the Additional Clauses and Requirements section included in IFB No. Click Here and Type IFB NO..

5.1.2 Minimum Rates of Pay. The Contractor shall pay not less than the wages required under the wage determination rates included in IFB No. Click Here and Type IFB NO. and Section 46 of Appendix A, and any amendments thereto.

5.2 Supervision and Oversight. The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel and any subcontractors that are assigned to the SNRHA work pursuant to this Contract.

5.3 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 generally accepted within the Contractor's Industry.

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

5.5 Licensing. The Contractor shall provide SNRHA with 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.

5.6 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

Sample

not known to either the SNRHA or the Contractor at the time of the Contract execution, shall be the sole responsibility of the Contractor including any and all costs therefore.

5.7 Government Standards. It is the responsibility of the Contractor to ensure that all items and Services proposed conform to all local, state and federal law concerning safety (e.g., OSHA and NOSHA) and environmental control (e.g., 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.

5.8 Freight-On Bill and Delivery. All costs submitted by the Contractor shall reflect the cost of delivering the proposed items and/or Services to the locations(s) specified within the RFP/IFB documents or within the Contract.

5.9 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.

5.10 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.

5.11 Salaries and Expenses Relating to the Contractor's 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 Contract.

5.12 Communication. If during the period of the Contract, it is necessary that the SNRHA place toll or long distance telephone calls or facsimiles in connection with the Contractor's performance of the Contract (for complaints, adjustments, shortages, failure to deliver, etc.), it is understood that the Contractor may, at the discretion of the SNRHA, bear the charge or expense for all such calls and/or facsimiles.

5.13 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.

5.14 Record Retention. The Contractor shall retain all such records pertaining to this Contract for a period of not less than three (3) years after final payment or the completion of any Services provided pursuant to this Contract, whichever occurs later.

5.15 Backorders

5.15.1 The Contractor must notify the SNRHA PM within ten (10) days of the following:

5.15.1.1 Any and all backordered materials;

5.15.1.2 Any delay in the Contractor's performance; and

Sample

5.15.1.3 The estimated date for delivery or performance.

5.16 Inspections. Pursuant to Sections 3 and 20 of Appendix A, the Contractor shall permit SNRHA and/or the A/E to conduct periodic inspections of the work. Any deficiencies noted by SNRHA and/or the A/E during inspections shall be disclosed to the Contractor in writing within Click Here and Type WRITTEN NUMBER OF DAYS (Click Here and Type NUMERICAL DIGIT) days of discovery, and the Contractor shall remedy such deficiency within Click Here and Type WRITTEN NUMBER OF DAYS (Click Here and Type NUMERICAL DIGIT) days of notification of such from SNRHA and/or the A/E.

5.17 Progress Meetings. The Contractor shall attend progress meetings as required by SNRHA according to the schedule SNRHA will provide. Progress meetings shall be used to discuss work progress, payments, problems or deficiencies noted during inspections, overdue reports, the status of the construction schedule, and any other matters relevant to this Contract.

6.0 Insurance Requirements

6.1 The Contractor shall maintain insurance coverage during the effective term(s) of this Contract as provided in Section 36 of Appendix A and Section 4 of the Conditions of Form of Bid included in IFB No. Click Here and Type IFB NO..

6.2 The Contractor shall provide the SNRHA with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-referenced 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.

6.3 Insurance certificate(s)/endorsement(s) shall be delivered to:

Purchasing Manager
Contracts & Purchasing
Southern Nevada Regional Housing Authority
Post Office Box 1897
Las Vegas, NV 89125

7.0 Indemnification

7.1 The Contractor shall protect, indemnify and hold the SNRHA, its officers, employees, and agents harmless from and defend 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, based upon the Contractor's actions or failure to act during the performance of the Contractors duties hereunder, or as a result of any work performed by the Contractor, regardless of when such claims shall arise. The Contractor's duty to indemnify SNRHA shall apply regardless of whether or not the event which gave rise to such a claim was caused, in part, by SNRHA.

7.2 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 applicable public liability and property damage insurance;

Sample

7.3 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. If the Contractor fails 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.

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

7.5 The Contractor shall provide that any authorized contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the indemnity provisions of this Section 8.

8.0 Financial Viability and Regulatory Compliance

8.1 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.

8.2 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 required by this Contract. The failure by the Contractor to disclose such issue to the SNRHA in writing within five (5) days of Contractor's receipt of such notification will constitute a material breach of this Contract.

8.3 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 five (5) days of said actions shall constitute a material breach of this Contract.

9.0 Disputes

9.1 All disputes arising under or relating to this Contract, except for disputes relating to Labor Standards - Davis Bacon and Related Acts, shall be disposed of in accordance with Section 31 of Appendix A.

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

10.1 **Termination For Cause and Convenience.** SNRHA may terminate this Contract for cause, pursuant to Section 32 of Appendix A. SNRHA may also terminate this Contract for convenience pursuant to Section 34 of Appendix A. Any termination notice shall state the following:

10.1.1 whether the Contract is being terminated for convenience or cause;

10.1.2 whether the Contract is terminated in whole or in part;

10.1.3 if terminated for cause, the acts or omissions constituting the material breach, the SNRHA PM's determination that failure to perform is not excusable, SNRHA's right to

Sample

charge excess costs of re-procurement to the Contractor, and the Contractor's appeal rights;

10.1.4 effective date of termination;

10.1.5 if applicable, the Contractor's right to proceed under the non-terminated portion of the Contract; and

10.1.6 any special instructions.

10.2 Prior to termination, the SNRHA may choose, it its sole discretion, 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 from receipt of such verbal or written warning to dispute or protest such action in writing; if it does not do so within the 10-day period, it shall have no recourse but to accept the SNRHA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including any justification detailing the SNRHA's alleged incorrect action(s).

10.3 After termination, if the Contractor does not agree with the SNRHA's justification for the termination, the Contractor shall have ten (10) days from the date of termination to dispute such action in writing.

10.4 Any protest or dispute submitted by the Contractor under this Section shall thereafter be conducted in accordance with Section 9.1 herein.

10.5 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.

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

11.1 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).

11.2 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).

11.3 Mandatory Section 3 Requirements: The SNRHA has adopted a scale (See Appendix B) 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):

11.3.1 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

Sample

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.

11.3.2 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.

11.3.3 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.

11.3.4 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.

11.3.5 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.

11.3.6 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.

11.3.7 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).

11.4 **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).

Sample

11.5 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).

11.6 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).

11.7 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).

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

11.8.1 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.

11.8.2 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.).

11.8.3 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 to affirmatively further fair housing.

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

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

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

11.8.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;

11.8.6.2 Clean Air and Water Certification; and

11.8.6.3 Energy Policy and Conservation Act.

11.8.7 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.

Sample

11.8.8 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 IS, of the United States Code.

11.8.9 That neither party has 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 statements in said proposal or bid are true.

11.8.10 The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable nor 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 Contract, shall be deemed to have been inserted herein, and this Contract 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 Contract shall forthwith be physically amended to make such insertion or correction upon the application of either part.

11.9 **Rights in Data and Patent Rights (Ownership and Proprietary Interest).** SNRHA 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.

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.

Sample

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 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:

13.1 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.

13.2 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.

13.3 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.

14.0 Miscellaneous Provisions

14.1 Notices, Invoices and Reports. Except as otherwise provided in this Contract, all notices, reports, records or other communications that are required or permitted to be given to the parties under this Contract shall be sufficient in all respects if given in writing and delivered in person, by facsimile, by overnight courier or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

If to SNRHA:

Southern Nevada Regional Housing Authority
340 North 11th Street, Suite 100
Las Vegas, NV 89101
Phone and Email_____

If to Contractor:

Title
Company
Address
Phone and Email

or such other address as such party may have given to the other parties by notice pursuant to this Section. Notice shall be deemed given on (i) the date such notice is personally delivered, (ii) three (3) days after the mailing if sent by certified or registered mail, (iii) one (1) business day after the date of delivery to the overnight courier if sent by overnight courier, or (iv) the next succeeding business day after transmission by facsimile, provided that any fax delivery is followed up with another method of notice listed in this Section within one (1) business day of sending the facsimile.

Sample

14.2 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.

14.3 Officials, Agents 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 Contract.

14.4 Assignment. Except pursuant to Section 35 of Appendix A, the Contractor shall not assign or transfer any interest in this Contract.

14.5 Entire Agreement; Amendment. This Contract (including all Appendices attached hereto or other documents included by reference herein) constitutes the entire contract between the parties hereto and may not be modified except by an instrument in writing signed by the party to be charged. This Contract may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.

14.6 Governing Law; Venue. The laws of the State of Nevada shall govern the validity, construction and effect of this Contract, unless such laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. Each party irrevocably submits to the exclusive jurisdiction of any federal or state court located in Clark County, Nevada in any action, suit or proceeding arising out of or relating to this Contract, and agrees that any such action, suit or proceeding shall be brought only in such court.

14.7 Attorney's Fees. In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this Contract, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.

14.8 Severability. If any provision of this Contract or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this Contract 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.

14.9 Waiver of Breach. A waiver of either party of any terms or conditions of this Contract 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 Contract shall be cumulative and none of them shall limit any other remedy, right, obligation or agreement of either party.

14.10 Time of the Essence. Time is of the essence for performance of this Contract.

14.11 Payment and Performance Bonds. If the Contract Value as provided in Section 3.2.2 exceeds $100,000, the Contractor shall furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Value. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Value. In addition:

14.11.1 The bond must be approved and reviewed by the SNRHA PM;

14.11.2 The bond must name the Southern Nevada Regional Housing Authority as obligee;

Sample

14.11.3 The Contractor shall deliver the required bonds to SNRHA before the commencement of any work pursuant to this Contract.

14.12 Limitation of Liability. In no event shall the SNRHA be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.

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.

CLICK HERE AND TYPE COMPANY NAME

By: _____ Date: _____
CLICK HERE AND TYPE NAME
CLICK HERE AND TYPE TITLE

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

By: _____ Date: _____
CHAD WILLIAMS
EXECUTIVE DIRECTOR

Sample

ATTACHMENT D

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY

(Place your EEO Policy Under Tab 7 of your Bid)

ATTACHMENT E

SECTION 3 BUSINESS PREFERENCE (OPTIONAL)

IF YOU ARE NOT CLAIMING THIS PREFERENCE, PLEASE ENTER A BLANK SHEET OF PAPER UNDER TAB 8 STATING “NO SECTION 3 BUSINESS PREFERNCE CLAIMED”

CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

(SNRHA BOARD APPROVED JUNE 15, 2017)

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

TYPE OF BUSINESS: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of status:

FOR BUSINESS CLAIMING STATUS AS A SECTION 3 RESIDENT-OWNED ENTERPRISE

☐ Copy of resident lease ☐ Other evidence ☐ Copy of evidence of participation in a public assistance program

For the business entity as applicable:

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

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

☐ List of subcontracted Section 3 business and subcontract amount
☐ Copy of certification from City of Las Vegas or Clark County

FOR BUSINESS CLAIMING SECTION 3 STATUS, CLAIMING AT LEAST 30% OF THEIR WORKFORCE ARE CURRENTLY SECTION 3 RESIDENTS OR WERE SECTION 3 ELIGIBLE RESIDENTS WITHIN 3 YEARS OF DATE OF FIRST EMPLOYMENT WITH THE BUSINESS

☐ List of all current full time employees
☐ PHA Residential lease (less than 3 years from date of employment)
☐ List of all employees claiming Section 3 status
☐ Other evidence of Section 3 status (less than3 years from date of employment)

EVIDENCE OF ABILITY TO PERFORM SUCCESSFULLY UNDER THE TERMS AND CONDITIONS OF THE PROPOSED CONTRACT

☐ Current financial statement
☐ Statement of ability to comply
☐ List of owned equipment
☐ List of all contracts for the past 2 years with public policy

Corporate Seal

_____ _____

Authorizing Name and Signature Notary

_____ My term expires: _____

Title

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

The Southern Nevada Regional Housing Authority has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

Priority I

Category 1 Business

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

Priority 2

Category 2 Business

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

Priority 3

Category 3 Business

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

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

(SNRHA Board Approved June 15, 2017)

of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:

- the section 3 covered contract to be awarded with sufficient specificity;
- the time within which quotations must be submitted; and
- the information that must be submitted with each quotation.

(B) If the method described in paragraph (i)(A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation that provided the prices is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

(ii) Award. (A) Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent. higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

(B) Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotation shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provisions of preference for section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotations is the most advantageous, considering price and all other factors specified in the rating system.

(2) *Procurement by sealed bids (Invitations for Bid).* Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:

(i) Bids shall be solicited from all businesses (section 3 business concerns, and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid-

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

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

	x=leaser of:
When the lowest responsive bid is less than $100,000	10% of the bid or $9,000
When the lowest responsive bid is:	
At least $100,000, but less than $200,000	9% of that bid, or $16,000
At least $200,000, but less than $300,000	8% of that bid, or $21,000
At least $300,000, but less than $400,000	7% of that bid, or $24,000
At least $400,000, but less than $500,000	6% of that bid, or $25,000
At least $500,000, but less than $1 million	5% of that bid, or $40,000
At least $1 million, but less than $2 million	4% of that bid, or $60,000
At least $2 million, but less than $4 million	3% of that bid, or $80,000
At least $4 million, but less than $7 million	2% of that bid, or $105,000
$7 million or more	1½ % of the lowest responsive bid, with no dollar limit

(ii) if no responsive bid by section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) *Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)).* (i) For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36 (d)(3)), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for section 3 business concern and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evalaution of these two components.

(iii) The component of this evaluation factor designed to address the preference for section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the section 3 strategy). the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3 business concern) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.

Dated: June 27, 1994.

Roberta Actenberg,

Assistant Secretary for Fair Housing and Equal Opprotunity

[FR Doc.94-15951 Filed 6-29-94; 8:45am]

BILLING CODE 4210-28-P

Office of the Secretary

24 CFR Subtitle A and Parts 92, 219, 280, 570, 572, 574, 576, 583, 882, 889, 890, 905, 961 and 963.

[Docket No. R94-1678; FR-3536 F-01]

RIN 2501-AB64

Economic Opportunities for Low- and Very Low-Income Persons-Conforming Amendments

AGENCY: Office of the Secretary, HUD

ACTION: Final Rule

SUMMARY: Section 3 of the Housing and Urban Development Act of 1968 (section 3), as amended by the Housing and Community Development Act of 1992, requires de economic opportunities generated by HUD financial assistance for housing (including public and Indian housing) and community development programs shall, to the greatest extend feasible, be given to low- and very low-income persons, particulary those who are recipients of government assistance for housing, and to busisnesses that provide economic opportunities for those persons.

EXAMPLES OF SNRHA EFFORTS TO AWARD CONTRACTS TO SECTION 3 BUSINESS CONCERNS

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

1. Utilize procurement procedures that provide contracting preference for Section 3 business concerns for each applicable procurement method authorized in 24 C.F.R. § 85.36(d).

2. Advertise contracting opportunities via newspaper, mailings, posting notices that provide general information about the work to be contracted and where to obtain additional information.

3. In determining the responsibility of potential contractors, SNRHA considers the bidder's record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.

4. Coordinate pre-bid meetings at which the Section 3 business concerns would be informed in detail of contract requirements and contracting opportunities.

5. Conduct workshops on SNRHA's contracting procedures to include bonding, insurance, and other pertinent requirements biannually in an effort to allow Section 3 business concerns the opportunity to take advantage of any upcoming contracting opportunities.

6. Where appropriate, SNRHA will consider breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.

7. Contact area Chambers of Commerce, business assistance agencies, Minority and Women's Business Enterprise (M/WBE) contractor associations and community organizations to inform them of contracting opportunities.

8. Maintain a list of eligible Section 3 business concerns that are certified by SNRHA; review and credential business concerns no less than annually.

9. Participation in opportunities of the Contracting with Resident Owned Businesses Program provided under 24, C.F.R § 963.

10. Utilize SNRHA' s Section 3 Job Development Fund to develop resources, fund training and allowable business expenses to assist residents interested in starting their own businesses.

(SNRHA Board Approved June 15, 2017)

EMPLOYEE LIST

NAME	FULL SSN	ADDRESS	PHONE#

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

_____
(Contractor)

By: _____

Title: _____

Signature Date Printed Name

ATTACHMENT F

SCOPE OF WORK
AND
SNRHA'S COVID-19 NOTICE TO CONTRACTORS

(In addition to the Technical Specifications as stated within Section 2.13 of this Solicitation Document)

Please note the work must be guaranteed and the area must be left in a tidy condition free of all debris used to complete this job. Also, be advised that in connection with this Scope of Work, the work must be site-verified.

SNRHA

5201 Walnut #15

SCOPE OF WORK

Provide all necessary labor and material to repair unit for occupancy located at 5201 Walnut #15

WORK ITEMS

- Remove and replace incorrectly installed baseboards, door casings, and trim. Paint approved color.
- Remove existing flooring, and level the subfloor in the two (2) upper front bedrooms. It slopes toward the windows.
- Properly install closet poles-not supported
- Properly install matching doors through unit. Paint approved color
- Replace window pane at entry door---- Must be tempered glass
- Install proper side splashes at vanities.
- Reinstall vanities against wall to remove gap.
- Replace tub, surround due to improper installation, and stained.
- Replace damaged/painted over electrical covers
- Reset HVAC wall registers; they are un-level/misaligned and painted over.
- Texture and paint inconsistencies throughout.
- Replace stair handrails with proper support and even miters---paint approved color
- Stair base has textured over spray that should be removed, sanded and repainted.
- Stair trim has inconsistent heights and incorrect miters.
- Leak at kitchen sink
- Replace kitchen sink base-damaged during installation
- Replace kitchen counter side splashes with appropriate size and seal properly
- Reset kitchen countertops—poor wall transitions
- Inoperable patio lighting. Switch does not activate fixture
- Replace exterior range hood vent and seal. Existing vent is blocked and does not allow air flow
- Incomplete exterior painting
- HVAC system inoperable. Thermostat does not start unit
- Check all plumbing for leaks and operation.
- Melamine linen shelving painted over. Remove paint

SNRHA
Southern Nevada Regional Housing Authority

Post Office Box 1897
Las Vegas, NV 89125
(702) 922-6800
TTY (702) 387-1898

APRIL 28, 2020

TO: **All SNRHA CONTRACTORS AND SERVICE PROVIDERS**

SUBJECT: **SPECIAL COVID-19 PANDEMIC NOTICE –PERSONAL PROTECTION EQUIPMENT (PPE) REQUIREMENTS**

In an effort to establish and maintain a safe and healthy work environment at our SNRHA properties for all employees and protect the families we serve, during this COVID-19 pandemic, **every SNRHA Contractor will be required to adhere to the following protocols**:

1. Wash your hands with soap and water or use hand sanitizer, especially after touching frequently used items or surfaces at any of the SNRHA offices and/or properties.

2. Sneeze or cough into a tissue, or the inside of your elbow.

3. Contractors must wear filtering face piece respirator (FFR) such as a N95 or KN95 respirator(s) or equivalent, protective gloves at all times but most importantly when within 6 ft of a SNRHA staff member or client or traversing through administrative building hallways and reception areas, leasing offices, and common areas of our residential properties.

4. Contractors must adhere to 6 ft. "*Social Distancing*" protocol when interacting with SNRHA staff members and/or SNRHA residents.

5. Contractors who violate any of the above COVID-19 Protocol(s) will be subject to disbarment from all SNRHA properties and possible contract cancellation with SNRHA.

Special Note: SNRHA will begin instituting the following video conferencing platforms such as Zoom and Webex Meetings etc., to conduct Pre-Bid Conferences and Bid Openings.

If you have any questions and/or concerns please contact me directly.

Regards,

Johnny B. Shaw, Jr., MBA
Procurement Manager
Southern Nevada Regional Housing Authority | 340 N. 11th St., Las Vegas, NV 89101
Office: 702.477.3146 | Fax : 702.922.7050 |TDD : 702.387.1898 Email : jshaw@snvrha.org