



Office of the Comptroller Purchasing Division

Issue Date: 07/24/2025

RFP Number: 3281-25

Title: FY26 PRIVATE ACTIVITY BOND CAP ALLOCATION

Applications shall be accepted until 12:00 P.M. Pacific Time on July 7, 2025 from qualified firms for RFP 3281-25 FY26 Private Activity Bond Cap Allocation. All inquiries for information concerning this Proposal shall be directed as directed in **Section III: Rules of Contact** of this document or in writing to the County's designated representative:

Scott Ferguson
Washoe County Purchasing Division
1001 E. Ninth Street, Building D, Ste. 200,
Reno, NV 89512-2845
SMFerguson@washoecounty.gov

Applications shall be submitted as detailed in **Section II: Instructions to Applicant & Key Dates** of this document.



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This Request for Proposal (RFP) is being advertised by Washoe County's Purchasing Division on behalf of Washoe County Human Services Agency (hereafter, HSA), to establish a list of qualified applicants/projects for the yearly Private Activity Bond Volume Cap Allocation. Unincorporated Washoe County's Private Activity Bond program helps facilitate tax-exempt bond financing for affordable multi-family and rental housing. Instead of allocating volume cap directly to projects, the County assigns its available cap - an estimated \$7,231,580.97 for 2025 - to the Nevada Housing Division, which then issues the bonds.

Developers seeking an allocation must submit a completed application by August 11, 2025 as detailed in **Section II** of this document. Selected applicants will be invited to a Washoe County Board of County Commissioner's meeting in August or September for consideration of a Resolution of Allocation, which allocates the County's volume cap to the Nevada Housing Division on behalf of the project.

Issuance of this RFP shall in no way constitute a commitment by the County to select any applicant or project for submission to the County Commission. The County reserves the right to issue addenda to this RFP prior to the closing date. It is the Vendor's responsibility to check for any addendums to this procurement at www.demandstar.com prior to Proposal submission. Submission of a Proposal constitutes acknowledgement of this RFP and all subsequent amendments. The County reserves the right to reject any or all Proposals received in response to this RFP, or to cancel this RFP if it is deemed in the best interests of the County to do so.

I - PROJECT BRIEF and SCOPE OF WORK

Washoe County is accepting applications for proposals that may be allocated portions of the County's Private Activity Bond Volume Cap for FY26 as defined in **Attachment A** of this document. Any selected Applicant or Applicants (hereafter Applicant) will be invited to a Washoe County Board of County Commissioner's meeting in August or September for consideration of a Resolution of Allocation, which may allocate a portion of the County's volume cap to the Nevada Housing Division on behalf of the Project.

The Scope of Work is found in Attachment A.

II - INSTRUCTIONS TO APPLICANT & KEY DATES

Task	Date
Release Date	July 24, 2025
Proposal/Application due	12:00 P.M. July 7, 2025
Anticipated Board of County Commissioner's Meeting	August 26, 2025

***All times referenced in this RFP are Reno, Nevada times.**

Applicant shall thoroughly review all Attachments and any Amendments to this RFQ and submit the completed **Washoe County Private Activity Bond Volume Cap Allocation Request for Proposals** form with any and all supplemental documentation requested.

Each Applicant must submit its Application, including all required attachments, via the online form at: <https://forms.washoecounty.us/f/WCPABVCA>

Applications received after the specified deadline **will not** be considered under this RFP and will be disposed of in an appropriate manner suitable to the County, in its sole discretion.

Confidential Information, Trade Secrets, and/or Proprietary Information must be marked as such in the Proposal and as defined in NRS 332.025. The failure to mark this information as defined in NRS 332.025 and 332.061 RFP 3281-25 FY26 Private Activity Bond Cap Allocation

shall constitute a complete waiver of any and all claims for damages caused by release of the information by the County. Separate redacted proposal file(s) must be received at the time of proposal submission to be considered. If the County reviews the confidential information and determines that the information is not considered confidential pursuant to NRS Chapter 332, the County will contact the Proposer. The Proposer must advise the County as to whether it either accepts the County's determination that the information is not confidential or withdraws the information. The Proposer will not be allowed to alter the Proposal after the date and time set for receipt of Proposals shown above. Notwithstanding the provisions in NRS Chapter 332, the County retains its immunity pursuant to the provisions of NRS 239.012 for any "good faith" release of information, and the immunities from liability provided to it pursuant to NRS Chapter 41.

For general information about the county and public records requests, please use the resources located at: <https://washoecountynv.qscend.com/311/>, you may also call 311 in Washoe County or (775) 328-2003 if outside of Washoe County, or email washoe311@washoecounty.gov.

The County assumes no financial responsibility in connection with the Vendors' costs incurred by attending the presubmittal meeting if required, in the preparation and submission of the Application packets, or by attending any interviews, if such interviews are conducted by the County in its sole discretion.

III - RULES OF CONTACT

After release of this RFQ, prospective Applicants shall ONLY, except as defined in Section II of this document, correspond with the County regarding this RFQ through the two contact methods below:

1. Human Services Agency via email at: <mailto:hhs-admin@washoecounty.gov> (the primary contact)
2. The County's designated representative whose contact information is provided on page 1 of this document (or whosoever may be designated, in their automated response, as their alternate should they be out of office).

Vendors shall not contact County employees, including Department heads, members of the review committee and/or any official who will participate in the decision to award Contracts regarding the Project, except through the process identified above. Any communications determined to be improper may result in disqualification, at the sole discretion of the County. Any official information regarding the RFQ will be disseminated by the designated representative. Specific information necessary for the preparation of Applications will be disclosed to all Applicants via DemandStar. The County will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein.

Failure to comply with these rules of contact may result in an Application being deemed non-responsive at the County's sole discretion.

IV - VENDOR QUESTIONS

Any irregularities or lack of clarity in the RFP must be brought to the County's attention, in writing, as soon as possible, so that corrective addenda may be furnished by the County in a timely manner to all Proposers.

Any questions raised by Vendors must be submitted in writing through the contacts listed under section III (Contact Rules) of this document. The County will respond to questions regarding the RFQ, including requests for clarification and requests to correct errors, in a systematic manner. Only requests submitted appropriately will be responded to. No requests for additional information or clarification to any other County office, consultant, or employee will be considered (please refer to the Rules of Contact previously defined).

V – LICENSING REQUIREMENT

The selected Applicant, prior to doing business in the State of Nevada, must be appropriately licensed by the Office of the Secretary of State pursuant to NRS 76.100. Information regarding the Nevada State Business License can be located at www.nvsos.gov.

Additionally, if the Vendor is a corporation, LLC, LP, LLP, or LLLP, or non-profit corporation based out of state, it must be registered as a foreign business entity or equivalent in Nevada, in active status, and in good standing with the Nevada Secretary of State.

Award of any Contract is contingent upon a vendor having and holding an active and valid Nevada States Business License. The successful Proposer must satisfy this requirement within five (5) business days of issuance of the Notice of Intent. If a vendor is unable or unwilling to adhere to this requirement, the County will deem the vendor to be non-responsive, and the County will proceed to negotiate with the next most qualified firm, and so on, until a Contract, that is acceptable to the County, is negotiated.

To apply for a Nevada State Business License or to file appropriate formation documents with the Nevada Secretary of State's office, please visit www.nvsos.gov. Business licenses can be obtained immediately by applying online, however, paper applications may take several weeks to process.

Beyond a Nevada State Business License, various other licenses, certifications, or qualifications may be necessary to complete the Scope of Work. Vendor is solely responsible for knowing these requirements, as well as obtaining all such requirements prior to commencement of any Contract and continuing to maintain such requirements for the duration of any Contract.

Vendor accepts all responsibility for acquiring and maintaining such licensing, certification, and authorization as may be required for performance of their awarded contract or contracts prior to commencement of services and throughout the life of the contract or contracts involved. Any failure by the Vendor to fulfill these obligations may be considered, at the sole discretion of the County, to be cause for correction, up to and including immediate termination of the contract or contracts held by the Proposer.

VI - INSURANCE REQUIREMENTS

Awarded Vendor(s) must maintain, for the duration of its Contract, applicable insurance coverage. Work shall not begin on any project until after adequate insurance is in place. Failure to maintain any required insurance coverage or alternative method of insurance acceptable to the County in its sole discretion will be deemed a breach of contract.

Washoe County adheres to NRS 41.035, Limitation on award for damages in tort actions.

VII - SELECTION PROCESS

First, the Vendor's Application will be reviewed by the County's designated representative or delegated County staff to verify the Application has been submitted correctly pursuant to the Instructions to Vendor. Applications that are not submitted correctly may be deemed non-responsive at the sole discretion of the County. The County's designated representative will also verify that all proposing Vendors are not on the State of Nevada, Federal, or County debarment and suspension lists.

Selection will be based on the Applications and associated qualifications of their project/proposal, and the documentation submitted by each prospective Vendor based upon the information contained within the Statement of Work (**Attachment A**) as well as relevant Laws and County Policies.

Any qualified Applications/Proposals will be ranked, and a recommendation or recommendations may be presented to the BCC following the selection process. Any recommendations accepted by the Washoe County Board of County Commissioners is not a guarantee of any bond authorization or award.

Upon the completion of the application acceptance period, Proposals will become public record and can be requested from the County via a Public Records Request.

For general information about the county and public records requests, please use the resources located at: <https://washoecountynv.qscend.com/311/>, you may also call 311 in Washoe County or (775) 328-2003 if outside of Washoe County, or email washoe311@washoecounty.gov.

VIII - TERMS, CONDITIONS AND EXCEPTIONS

This procurement is being conducted in accordance with NRS Chapter 332.

The County reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time, if, in the sole discretion of the County, it is in the best interest of the County to do so.

The County reserves the right to waive informalities and minor irregularities in Proposals received.

The County reserves the right to reject any or all Proposals received prior to contract award (NRS 332.075).

The County shall not be obligated to accept the lowest priced Proposal but will make an award in the best interests of the County after all factors have been evaluated (NRS 332.065).

Alterations, modifications or variations to a Proposal may not be considered unless authorized by the RFP, or by an addendum or an amendment to the RFP.

Proposals which appear unrealistic in terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of the requirements of this RFP, may be rejected.

All materials submitted in accordance with the prescribed deadline become the property of the County and will not be returned. The County's selection or rejection of a Proposal does not affect this right. Each Proposal shall be retained for official files and will become public record after execution of a Contract. Only specific parts of the Proposal may be labeled a "trade secret," provided that the Proposer agrees to defend and indemnify the County for honoring such a designation; unsuccessful Proposals containing "trade secrets" will be returned pursuant to NRS 239.010. The failure to label any information shall constitute a complete waiver of any and all claims for damages caused by any release of such information by the County. The County shall not be liable for disclosure or release of information when authorized or required by law to do so pursuant to NRS 239.012.

The awarded Proposer will be the sole point of Contract responsibility. The County will look solely to the awarded Proposer for the performance of all contractual obligations, which may result from an award based on this RFP, and the awarded Proposer shall not be relieved for the non-performance of any or all its subcontractors.

The awarded Proposer must maintain, for the duration of its Contract, insurance coverage as set forth in the Contract executed in response to this RFP. Work under the Contract shall not begin until after the awarded Proposer has submitted to the County acceptable evidence of the required insurance coverage. Failure to

maintain any required insurance coverage or alternative method of insurance acceptable to the County in its sole discretion will be deemed a breach of contract.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict must be disclosed. By submitting a Proposal in response to this RFP, each Proposer affirms that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of Interest will automatically result in the disqualification of a Proposer's Proposal. An award will not be made where a conflict of interest exists. The County, in its sole discretion, will determine whether a conflict of interest exists and whether it may reflect negatively on the County's selection of a Proposer. The County reserves the right in its sole discretion to impose additional requirements upon the Proposer to mitigate such conflict of interest or to disqualify any Proposer on the grounds of an actual or an apparent conflict of interest.

The County will not be liable for Federal, State, or Local excise taxes.

The County reserves the right to negotiate final Contract terms with any Proposer selected. The Contract between the parties will consist of the final executed Contract, the RFP with any modifications thereto, and the awarded Proposer's Proposal with any modifications and clarifications thereto that are incorporated at the request of the County during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed Contract, Amendments to the RFP, the RFP, any modifications and clarifications to the awarded Proposer's Proposal, and the awarded Proposer's Proposal. Specific exceptions to this general rule may be noted in the final executed Contract.

The Proposer understands and acknowledges that the representations above are material and will be relied on by the County in its evaluation of a Proposal. **Any misrepresentation by a Proposer shall be treated as fraudulent concealment from the County of the true facts relating to the Proposal.**

No announcement concerning the award of a Contract as a result of this RFP can be made without the prior written approval of the County.

The County reserves the right to conduct a Best and Final Offer (BAFO).

Pursuant to NRS 332.065, Washoe County cannot enter into a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or Proposal, Proposer agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in NRS 332.065(5).

IX - APPEAL PROCEDURE

Any unsuccessful Proposer may appeal a pending Proposal award prior to award by Washoe County. The appellant must:

Submit a written protest to Purchasing and Contracts Manager within seven (7) calendar days of posting of the Recommendation to Award or Intent to Award Notice on www.DemandStar.com.

Describe, in the written protest, the issues to be addressed on appeal.

Post, with the written protest, a bond with good and solvent surety authorized to do business in this state or submit other security in a form approved by Washoe County, who will hold the bond or other security until a determination is made on the appeal.

Post the bond or other security in the amount of 25% of the total dollar value of appellant's Proposal, up to a maximum bond or other security amount of \$250,000.

Not seek any type of judicial intervention until Washoe County has rendered its final decision on the protest.

Washoe County will stay any award actions until after the Purchasing and Contracts Manager has responded in writing to the protest. If the appellant is not satisfied with the response, the appellant may then protest to the Washoe County Board of Commissioners, who will render a final decision for the County. No Proposal protests will be heard by the Board of Commissioners unless the Proposal has followed the appeal process.

If an appeal is granted, the full amount of the posted bond will be returned to the appellant. If the appeal is denied or not upheld, a claim may be made against the bond for expenses suffered by the County because of the unsuccessful appeal.

X – LIST OF ATTACHMENTS

Attachment A – Project Brief and Scope of Services

Attachment B – Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Attachment C – Terms and Conditions Related to Compliance with Federal Funding Requirement

Attachment D – Equal Employment Opportunity

Attachment E – Lobbying Assurances

ATTACHMENT A: PROJECT BRIEF AND SCOPE OF WORK

Washoe County Private Activity Bond Volume Cap Allocation Request for Proposals

Washoe County encourages all interested applicants to review the following information and complete the online application form at the following link: <https://forms.washoecounty.us/f/WCPABVCA>

Washoe County seeks to establish a list of qualified applicants for the yearly Private Activity Bond Volume Cap allocation. Unincorporated Washoe County's Private Activity Bond program helps facilitate tax-exempt bond financing for affordable multi-family and rental housing. Instead of allocating volume cap directly to projects, the County assigns its available cap - an estimated \$7,231,580.97 for 2025 - to the Nevada Housing Division, which then issues the bonds.

Developers seeking an allocation must submit a completed application by 12:00 PM on August 7, 2025. Selected applicants will be invited to a Washoe County Board of County Commissioner's meeting in August or September for consideration of a Resolution of Allocation, which allocates the County's volume cap to the Nevada Housing Division on behalf of the project.

Washoe County Private Activity Bond Volume Cap Application

Projects which most closely align with the [State of Nevada's Qualified Allocation Plan \(https://housing.nv.gov/uploadedFiles/housingnewnv.gov/Content/Programs/LIT/OAP/2025OAPfinal20241231.pdf\)](https://housing.nv.gov/uploadedFiles/housingnewnv.gov/Content/Programs/LIT/OAP/2025OAPfinal20241231.pdf) will receive preference.

Section A – Application Questions

Which of the following is your business applying for:

- A. Volume Cap
- B. Letter of Support
- C. Both

Business Name:

Business Address:

Owner Name:

Primary Contact Name (if different than Owner):

Primary Contact Phone Number:

Primary Contact Email:

Is the Owner/Developer Organization located in Nevada?

- A. Yes
- B. No

Project Name:

Project Address:

Project Zip Code:

Is the project:

- A. New construction
- B. Rehab
- C. Acquisition/rehab

Will the project serve a special population?

- A. Yes
- B. No

If yes, please describe the special population:

Average AMI project will serve:

Total number of units:

Of the total number of units, how many will be 30% AMI?

Of the total number of units, how many will be 60% AMI?

Do you have site control?

- A. Yes
- B. No

If yes, please indicate in which form:

What is the current zoning for the site?

Is there a need for a change to zoning?

- A. Yes
- B. No

Does the project fall within an unincorporated part of Washoe County?

- A. Yes
- B. No

Provide a list of your previous affordable housing project(s), including size, type & location:

Have you ever been or are you currently out of compliance of LIHTC rules?

- A. Yes
- B. No

If yes, please explain.

Do you have any active HOME loans with the Washoe County HOME consortium?

- A. Yes
- B. No

If yes, are your payments current?

- A. Yes
- B. No

If no, please explain.

If this is a rehab, what is your plan for relocating tenants during the process? (Enter N/A if this is not a rehab project)

Have you engaged local businesses, organizations, councilmembers, or neighbors?

- A. Yes
- B. No

If yes, please describe your efforts to date.

What is the total project cost?

What are the anticipated financing sources for this project, including type(s) and dollar amount(s)?

What amount of capital has been secured? Please describe specifically what sources, the amounts from each source, when they were secured, and any restrictions on the timeline for use of that capital.

What is the estimated closing date for financing?

Amount of Volume Cap requested from Washoe County:

Anticipated closing date of all financing:

Section B – Signature

I certify that the above-mentioned statements are true to the best of my knowledge

Section C- Attachments

Please attach the following documents to your application

Detailed project description
Resumes of the development team
Proforma

ATTACHMENT B: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective Contractor, _____ certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statement. My explanation is attached.

Signature _____ Date _____

ATTACHMENT C: TERMS AND CONDITIONS RELATED TO COMPLIANCE WITH FEDERAL AND STATE FUNDING REQUIREMENTS

This project is expected to be supported with Federal funds. The prospective Contractor is responsible for understanding and complying with all applicable requirements and provisions.

From 2 CFR 200 - Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

- a. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and terminations shall specify the date of termination of the Agreement, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under the Agreement. This Agreement may be terminated by either party upon written notice of breach to the other party on the following grounds:
 - i. If prospective Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
 - ii. If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by prospective Contractor to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If prospective Contractor becomes insolvent, subject to receivership, or becomes in voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - iv. If the County materially breaches any material duty under this Agreement and any such breach impairs the prospective Contractor ability to perform; or
 - v. It is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by prospective Contractor, or any agent or representative of prospective Contractor, to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Agreement; or
 - vi. If it is found by the County that prospective Contractor has failed to disclose any material conflict of interest relative to the performance of this Agreement.
- b. Termination Without Cause. This Agreement may be terminated for any reason by either party by giving the other party written notice of the intent to terminate. The notice must specify the date upon which the termination will be effective, which date may not be less than 15 calendar days from the date of service of the notice. Only services satisfactorily performed up to the date of receipt of notice shall be compensated by County and such compensation shall be pursuant to the terms of this Agreement. If this agreement is unilaterally terminated by the County, prospective Contractor shall use its best efforts to minimize the cost to the County and prospective Contractor will not be paid for any cost that prospective Contractor could have avoided.
- c. Equal Opportunity Employment. During the performance of this contract, the prospective Contractor agrees that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The prospective Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

- d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. This includes provisions for compliance with **the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3)**, in which the prospective Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- g. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Prospective Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- j. Vietnam Veterans. Prospective Contractor agrees to comply with Section 402-Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.
- k. Americans with Disabilities Act. Prospective Contractor agrees to comply with any federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended
- l. Procurement of recovered materials § 200.323. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only 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, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- m. Domestic Preferences for Procurements § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: “produced in United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and “Manufactured Products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass; including optical fiber; and lumber.
- n. Access and Retention of Records
 - i. Prospective Contractor agrees to provide the COUNTY, relevant federal agency or any of their authorized representatives, Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the prospective Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - ii. The prospective Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - iii. The prospective Contractor agrees to provide relevant federal agency or any of their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- o. Compliance with Federal Law, Regulations, and Executive Orders. Prospective Contractor acknowledges that if Federal financial assistance will be used to fund all or a portion of the contract, the prospective Contractor will comply with all applicable Federal law, regulations, executive orders.
- p. Prohibition on certain telecommunications and video surveillance services or equipment § 200.216. Prohibited from obligating or expending funds to enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is

telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)

- q. Domestic preferences for procurements § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- r. Hatch Act. Neither prospective Contractor program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.
- s. Drug-Free Workplace Requirements. Prospective Contractor agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. Prospective Contractor certifies that it will provide a drug-free workplace by:
 - i. 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;
 - ii. Establishing a 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;
 - iii. 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 (i);
 - iv. Notifying the employee in the statement required by paragraph (i) 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 of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - v. Notifying the agency within ten days after receiving notice under subparagraph (iv) (b) from an employee or otherwise receiving actual notice of such convictions;
 - vi. Taking one of the following actions, within 30 days of receiving notice under subparagraph (iv) (b), with respect to any employee who is so convicted;
 - 1. Taking appropriate personnel action against such employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - vii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v) and (vi).
- t. Fraud and False or Fraudulent Statements Or Related Acts 31 U.S.C. Chap. 38. The prospective Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the prospective Contractor's actions pertaining to this contract.
- u. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the contract. The prospective Contractor will comply with all applicable Federal law, regulations, executive orders.

- v. Solicitations to Women and Minority Owned Businesses. The prospective Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. If subcontracts are to be let, these steps include:
 - i. Placing qualified small and minority owned businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that, in the instance that solicitation lists are maintained, qualified small and minority businesses, and women's business enterprises are placed on the list;
 - iii. The Nevada Department of Transportation provides a listserv of Women and Minority owned business and can be utilized at ndot@dbesystem.com;
 - iv. When economically feasible, divide total requirements into smaller tasks or quantities to maximize small and minority businesses, and women's business enterprises participation;
 - v. Where the requirement permits, when establishing delivery schedules, encourage participation by small and minority businesses, and women's business enterprises;
 - vi. Where available, use services and assistance of organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- w. Build America, Buy America Act. The prospective Contractor and its sub-contractors shall comply with the Build America, Buy America provisions set forth in Pub. L. No. 117-58, §§7091-52 for infrastructure projects requiring the use of steel, iron, and manufactured goods produced in the United States, in accordance with the conditions set forth therein. The prospective Contractor self-certifies and acknowledges that iron, steel, and other manufactured products for construction must be made in America and sourcing documentation must be maintained for audit purposes.
- x. Contract Changes or Modifications. Must be agreed upon in writing and signed by both parties.
- y. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

ATTACHMENT D: EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION

The Contractors shall complete the following statement by checking the appropriate boxes.

1. The Bidder (Contractor) has participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246. _____ Yes __No
2. The Bidder (Contractor) submitted all compliance reports in connection with any such contract due under the applicable filing requirements, and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts. _____ Yes __No

If the Contractor has participated in a previous contract subject to the equal opportunity clauses and has not submitted compliance reports due under applicable filing requirements, the Contractor shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

ATTACHMENT E: LOBBYING ASSURANCES

The undersigned certifies, to the best of his or her knowledge and belief, that:

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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
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 any 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official