



**REQUEST FOR QUALIFICATIONS
FOR
LEGAL COUNSEL SERVICES**

23 October 2023

**Owner:
Nevada Rural Housing
3695 Desatoya Dr.
Carson City, NV 89701**

**Submission Deadline:
November 30, 2023 at 4:00 PM PST**

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Introduction

Request for Qualifications:

Legal Counsel Services

Primary Contact:

Nevada Rural Housing Authority
Sherry Wood, Executive Assistant
Email: swood@nvrural.org

RFQ Issue Date: October 23, 2023

Closing Date and Time: COB November 30, 2023 at 4:00 PM PST

Nevada Rural Housing (NRH) welcomes qualified firms who can demonstrate their capabilities to provide services that meet NRH's business needs as outlined in this RFQ.

Firms who plan to submit Statement of Qualifications regarding this RFQ must provide:

- One (1) bound signed, "ORIGINAL" copy.
- Two (2) bound copies of their respective Statement of Qualifications to the address listed below.
- One (1) electronic version of the Statement of Qualifications in non-editable, Adobe format, to the email address listed below.
- All Statement of Qualifications shall be submitted in a sealed envelope and marked in the lower-left corner: "**Sealed Statement of Qualifications of (Firm Name), NRH – Legal Counsel Services.**"
- Statement of Qualifications must indicate the legal name, address, email address, and telephone number of the party on the sealed envelope as well.

Statement of Qualifications must be received by Nevada Rural Housing no later than **4:00 PM PST** on **November 30, 2023** at:

Nevada Rural Housing
Attn: Sherry Wood
3695 Desatoya Dr. | Carson City, NV 89701
swood@nvrural.org

Any submittals received after the scheduled closing date and time will be disqualified and returned to the submitting Firm.

An official authorized to bind the Firm(s) must sign the original Statement of Qualifications copy. This solicitation does not commit NRH to award a contract, to pay any costs incurred in the preparation of a Statement of Qualifications or to procure or contract for the articles of goods or services.

NRH reserves the right to waive any informalities or irregularities, to accept or reject any or all responses, to negotiate with any or all qualified Firms, to award or refrain from awarding and to amend, revise or cancel in part or in its entirety this solicitation, if it is in the best interest of NRH to do so.

Firms are recommended to check NRH's website regularly for addenda, clarifications and other notifications that may be pertinent to this solicitation. All inquiries regarding the solicitation shall be directed to Sherry Wood by email at swood@nvrural.org.

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Section 1: General RFQ Information

1.1 About NRH:

Founded in 1973, the Nevada Rural Housing Authority is a public body corporate and politic, and an instrumentality, local government and political subdivision of the State of Nevada, exercising public and essential governmental functions and having all the powers necessary or convenient to carry out the purposes and provisions of NRS 315.961 to 315.99874, inclusive, but not the power to levy and collect taxes or special assessments. NRH serves as a public housing authority that participates as an owner and manager of 738 units of affordable housing in eight (8) different communities throughout rural Nevada under USDA, Low-Income Housing Tax Credit (LIHTC) and other affordable housing programs. NRH actively pursues multi-family acquisition and development opportunities throughout rural Nevada. Through HUD's Rental Assistance programs, NRH supports approximately 1,400 low-income families. NRH oversees the housing of homeless veterans under their Veterans Affairs Supportive Housing (VASH) voucher program which partners with the local Veterans Affairs. NRH also operates single-family homeownership programs, including down payment assistance and mortgage tax credit programs utilizing market driven support through the secondary market as well as Private Activity Bond Cap. Furthermore, NRH administers a Weatherization program to provide home repairs and energy efficiency services to low-income home owners in four western Nevada counties and in northern Clark County.

Through its services, the NRH aims to provide fair, sustainable, quality housing in diverse neighborhoods throughout rural Nevada which offers a stable foundation for low- and moderate-income families to pursue economic opportunities to become self-sufficient and improve their quality of life.

1.2 RFQ Objective:

The purpose of this RFQ is to solicit Statement of Qualifications from qualified, licensed and insured entities who can demonstrate that they possess the qualifications and experience needed to successfully satisfy the objective of this RFQ.

Through this RFQ solicitation, NRH intends to find a qualified, licensed, and insured entity to provide legal counsel services.

1.3 Definitions:

Below is a list of critical, NRH defined words and phrases that play a vital role in the project's success. Qualified Firms should be familiar with these terms and the reporting requirements necessary.

1.3.1 Definitions of Terms in RFQ

Unless the context suggests otherwise, the terms "Firm/Team", "Proposer", "Submitter", or "Consultant" as used in this RFQ (whether capitalized or not) shall refer to the same legal entity that submits qualifications and is responsible for responding to this RFQ.

Whenever the term “NRH” or “NRHA” is used, it means the Nevada Rural Housing Authority.

Similarly, unless the context suggests otherwise, the term “Qualifications” shall refer to the formal response given to this RFQ by the submitting entity incorporating all required elements of this RFQ necessary for the NRH to determine whether the submitting entity is a responsible, responsive Firm/Team.

Whenever the term “RFQ,” is used, the reference is to this Request for Qualifications or portions thereof, together with any exhibits, attachments, or addenda it may contain.

1.3.1.1 Whenever the terms “shall,” “will,” “must,” or “is required” are used in the RFQ, the referenced task is a mandatory requirement of this RFQ. Failure to meet any mandatory requirement will be cause for rejection of a submittal.

1.3.1.2 Whenever the terms “can,” “may,” or “should” are used in the RFQ, the referenced specification is discretionary. Therefore, though the failure to provide any items so termed will not be cause for rejection, the Selection Committee may consider such failure in evaluating the quality of the submittal.

1.3.1.3 Whenever the terms “apparent successful” or “top-ranked” or “highest ranking” firm/company or offeror are used in this document, the reference is to the firm that the Selection Committee ultimately judges to have submitted the case best satisfying the needs of the Owner in accordance with the RFQ. The selection of an apparent successful firm/company does not necessarily mean the Selection Committee accepts all aspects of the firm’s submittal or Statement of Qualifications.

1.3.1.4 Whenever the term “submittal” is used in the RFQ, the reference is to the response offered by a firm in accordance with the RFQ. The submittal responds only to the RFQ.

1.3.1.5 Whenever the term “Selection Committee” or “Review Committee” is used in the RFQ, the reference is to the Owner’s representatives responsible for administering and conducting the evaluation and selection process of the RFQ.

1.3.1.6 “Qualifications Submittal” and “Initial Written Submittal” both refer to a firm’s response to the RFQ.

1.3.1.7 “Qualifications-Based Selection” and “QBS” both refer to a procurement process for the selection of professional services for NRH. It is a competitive contract procurement process whereby consulting firms submit qualifications to a procuring entity (Owner) who evaluates and selects the most qualified firm, and then negotiates the project scope of work, schedule, budget, and price.

Section 2: Statement of Qualifications Response Guidelines

NRH seeks qualified, licensed, and insured entities to provide Legal Services.

To ensure the fairness of Statement of Qualifications evaluations, the Firms must assemble their Statement of Qualifications in strict adherence to the submittal requirements identified in this section and following the formats required by all parts within **Section 2 — Statement of Qualifications Response Guidelines** of this RFQ. Failure to comply with all organizational Statement of Qualifications requirements will result in disqualification. Statement of Qualifications should be prepared as simply as possible and provide a straightforward, concise description of the proposed Legal Counsel Services. Attention should be given to accuracy, completeness, relevance, and clarity of content. Statement of Qualifications must address each section, and they must be presented in the same ordered format as specified in this section.

Before submitting Statement of Qualifications, Firms should be familiar with all contract conditions referred to in this document and any addenda issued before the Statement of Qualifications submission date. Such addenda shall form a part of the RFQ and shall be made a part of the contract.

The terms of the RFQ, the selected Firm's Statement of Qualifications and any additional documentation (e.g., questions and answers) provided by the Firm during the solicitation process will be integrated into the final contract for services entered between NRH and the selected Firm. It shall be the Firm's responsibility to ascertain that the Statement of Qualifications includes all addenda issued before the Statement of Qualifications submission date.

The Firms shall determine by personal examination and by such other means as may be preferred, the conditions and requirements under which the services must be performed.

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Anticipated RFQ Schedule:

Table 1– Tentative RFQ Schedule of Events represents NRH’s anticipated schedule that will be followed for receiving and evaluating the Statement of Qualifications as well as selecting Firm for Legal Services.

Table 1 – Tentative RFQ Schedule of Events

RFQ EVENT		DATE / TIME (2023)
1	NRH issues Request for Qualifications	October 23, 2023
2	Deadline for Written Questions and/or Comments	October 30, 2023
3	Deadline for Submitting Statement of Qualifications	November 30, 2023 – 4:00 PM PST
4	NRH completes Statement of Qualifications Evaluation (Round 1)	December 14, 2023
5	NRH Notifies Short-Listed Finalists	December 21, 2023
6	NRH conducts Interview/Presentation (Round 2)	January 9-11, 2024
7	NRH conducts Contract Negotiations with Finalists	TBD
8	Contract Award (Notice of Award)	TBD

NRH reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary, without prior notice. Notification of any adjustment to the RFQ Schedule of Events will be provided as an Addenda. It shall be the Firm’s responsibility to check regularly for addenda, clarifications, and other notifications that may be pertinent to this process.

The RFQ and subsequent evaluation of Statement of Qualifications will allow NRH to identify a Short-List of Firm finalists. This list of Firms will be invited to complete a remote oral presentation. NRH will provide the oral presentation details upon selection of the Short-List of finalists. Upon the completion of the oral presentation, NRH intends to identify the selected finalist for contracting.

Firms must be prepared to invest the time and resources in the oral presentation to be successful with this procurement. NRH will provide the agenda, critical topics, and other relevant information in the form of Oral Presentation Script document prior to conducting the scheduled oral presentation with each Firm.

NRH expects that the foundational/basic functionality requested through this RFQ will be demonstrated along with opportunities for customization.

NRH intends to negotiate a final agreement upon the successful completion of the oral presentation. If the finalist’s submission fails to satisfy the needs of NRH, NRH will proceed with the next highest scoring Firm.

RFQ Coordinator:

All communications (e.g., questions, concerns, and protests) concerning this RFQ must be submitted in writing directly to the RFQ Coordinator identified below at the address/email provided. This RFQ Coordinator will be the single point of contact for this RFQ as follows:

Sherry Wood

Email: swood@nvrural.org

3695 Desatoya Dr. | Carson City, NV 89701

Firm Requests for Additional Information:

Requests for information regarding NRH's services, programs, or personnel, or any other information shall be submitted in writing directly to Sherry Wood at the address/email provided. Answers shall be provided to all prospective Firms of record on the date that answers are available.

Solicitation Protests:

Any complaints or perceived inequities related to this RFQ shall be submitted in writing and directed to Sherry Wood at the address/email listed in the RFQ and shall be received no later than the date listed in the RFQ Schedule of Events table. Such submittals will be reviewed upon receipt and will be answered in writing. No such protests or requests will be considered if received after the deadline. No oral or telephone protests, or requests, will be accepted.

Statement of Qualifications Preparation Costs:

NRH will not pay any costs associated with the preparation, submittal, or presentation of any Statement of Qualifications.

RFQ General Requirements:

The Firm must adhere to the following NRH requirements:

1. Contingencies – This RFQ does not commit NRH to award a contract. NRH reserves the right to accept or reject any or all Statement of Qualifications if NRH determines it is in the best interest of NRH to do so. NRH will notify all Firms in writing if NRH rejects all Statements of Qualifications.
2. Disclosure of Statement of Qualifications Contents – Firm understands and acknowledges that NRH is a governmental entity subject to the laws of the State of Nevada and that any reports, data or other information supplied to NRH is subject to being disclosed as a public record in accordance with the Nevada Public Records Act (Chapter 239 of the Nevada Revised Statutes). All Statement of Qualifications and other materials submitted become and remain the property of NRH and, as such, are considered public information and subject to public disclosure under the Nevada Public Records Act.
3. Legal Compliance – By submitting a Statement of Qualifications, the Firm agrees to comply with all applicable federal, state and local laws, rules, regulations, executive orders, ordinances and codes and obtain any licenses or permits required to provide the services under this RFQ,

including but not limited to: Title VII of the Civil Rights Act of 1964, Executive Order 11246 (as amended), Executive Order 11063, Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368), Energy Policy & Conservation Act (PL 94-163, 89 STAT 871), Civil Rights Act of 1964, Title VI (PL 88-352), Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act), Age Discrimination Act of 1975, Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.), HUD Information Bulletin 909-23, Immigration Reform & Control Act of 1986, Fair Labor Standards Act (29 USC 201, et. Seq.), Fair Employment Practices, Equal Employment Opportunity Act, Americans with Disabilities Act, Nevada Revised Statutes, and any other applicable federal, state or local laws.

Firm Minimum Qualifications:

Firms must submit comprehensive information that demonstrates and provides evidence that it has the full spectrum of capabilities, experience, and professional staff and expertise to deliver the products and perform the professional services described in this RFQ. The Firms responding to this RFQ must:

- a) Demonstrate experience in services that are comparable in size and scope to the proposed system for NRH.
- b) Have sufficient, competent, and skilled staff, with experience in performing the services.
- c) Have the necessary credentials, licensures, etc. (if applicable) that govern the services provided and adhere to all applicable local, state, and federal laws.
- d) Be able to provide the services confidentially and professionally.

Statement of Qualifications Submittal:

Statements of Qualifications must conform to the requirements outlined in this RFQ. Statements of Qualifications not conforming to these guidelines may be rejected as non-responsive. Statements of Qualifications must be submitted no later than **4:00 PM PST on September 22, 2023** to:

Nevada Rural Housing
Attn: Sherry Wood
3695 Desatoya Dr. | Carson City, NV 89701
Email: swood@nvrural.org

It is the Firms' responsibility to assume the risk of the Statement of Qualifications submission. NRH assumes no responsibility for delays caused by any delivery service. Furthermore, the mandated original, signed Statement of Qualifications may not be delivered orally, by facsimile transmission, by email, or by other telecommunication or electronic means. However, for evaluation purposes, an electronic copy is required, aside from the mandated hard copy versions.

Submittal Requirements:

Statement of Qualifications shall be prepared to satisfy the requirements of the RFQ. *EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.* All parts, pages, figures, and tables should be numbered and labeled clearly. The Statement of Qualifications should be organized as follows:

RFQ Submittals

Section	Title
1	Transmittal Letter
2	Executive Summary
3	Legal Counsel Experience
4	Firm Background and Qualifications
5	Financial Statement
6	Client References
7	Other Required Forms and Attachments

Instructions relative to each part of the response to this RFQ are defined in the remainder of this section.

Transmittal Letter (Statement of Qualifications Section 1)

The Firm shall include a Transmittal Letter and expression of interest. The Firm should indicate a willingness to enter into a contract with NRH and meet the requirements of this RFQ. The Transmittal Letter shall also name the person(s) authorized to represent the Firm in any negotiations with the name and title of the person(s) legally authorized to sign any contract that may result. The letter must be signed by the Firm's authorized representative, and include the email address and telephone number(s). This part of the response should not exceed two (2) pages.

Executive Summary (Statement of Qualifications Section 2)

The Firm shall include an Executive Summary as a brief narrative not to exceed two (2) pages describing the proposed approach to the scope of work. The summary should contain as little technical commentary as possible and should be oriented toward non-technical personnel. The Executive Summary should not include cost quotations.

Legal Counsel Experience (Statement of Qualifications Section 3)

The Firm shall list previous experience or similar services. On each, briefly state the scope of work, completion date, owner, and other pertinent information including the ability to provide timely and efficient services to NRH.

Firm Background and Qualifications (Statement of Qualifications Section 4)

This evaluation component will allow NRH to assess the Firms' qualifications and determine the Firms' stability as well as the ability to support the commitments outlined in response to this RFQ. The Firm shall address Minimum Firm qualifications cited in this RFQ and may also include additional information.

Financial Statement (Statement of Qualifications Section 5)

The Firm shall demonstrate its financial responsibility by submitting most recent audited financial statement, a balance sheet that clearly show assets, liabilities, credit lines, income debt and/or most recent audit.

Client References (Statement of Qualifications Section 6)

References will be contacted by NRH to assist with the evaluation of experience, expertise, and customer’s satisfaction. Provide three (3) client references including the contact names, phone numbers, email addresses and mailing addresses from customers for whom the Firm(s) is currently or has previously provided services as required in this RFQ, within the last five (5) years, preferably in comparable housing authorities.

The template for completing the Firm references is provided in Section 8: Attachments of this RFQ.

Other Required Forms and Attachments (Statement of Qualifications Section 7)

Please provide all other required forms provided in Section 8: Attachments of this RFQ

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Section 3: Scope of Work

Project Background and Objective

NRH intends to procure Counsel to render certain legal services, advice, and assistance in connection with the low- and moderate-income housing assistance programs being administered by the NRH.

NRH's key objectives are:

Legal Services in Connection with Planning, Development, and Initial Occupancy of NRH Programs/projects

At the request of NRH governing body and/or NRH staff, perform all legal services and be responsible for all legal phases of the planning, financing, development and initial occupancy of all low-rent housing projects undertaken by the NRH. Services to include but not limited to:

1. Provide as necessary service in securing the approval of local public entities such as the approval of the local governing body of applications for loans and other financing, local cooperation agreements and of low- income projects.
2. Preparation or review of legal documents and papers; rendition of advice and assistance to the officers and employees of NRH; consultation with parties having dealings with NRH; supervision as to legality of the official acts and minutes of NRH; rendition of legal opinions on all matters submitted by NRH including questions regarding conflicts of interest.
3. Rendition of all legal work necessary in connection with the preparation of applications for federal financial assistance, the preparation and adoption of Development programs, of all resolutions and policies necessary for the establishment of a complete tenant services and operations program.
4. Preparation of or review of contracts with surveyors, land negotiators, costs estimators, architects, appraisers, and all parties having dealings with NRH regarding such planning, development, initial occupancy of such projects; review and legal approbation of such contracts and payments thereon; handling of all legal questions and matters arising under such contracts of NRH.
5. Rendition of advice and assistance to NRH and preparation of such documents as may be necessary in connection with exceptions from and variations of zoning, building and inspection ordinances and regulations; appearances and representation of NRH before public bodies and in court in all litigated matters (except "extra-ordinary litigation" as hereinafter defined).
6. Rendition of advice and assistance to NRH in the acquisition of any interest in real property; assist in the preparation of necessary documents regarding such acquisition; approval of title insurance policies; rendition of legal opinions regarding title, liens and encumbrances, easements, rights of way, and any other matter affecting title or an interest in real property acquired by NRH; to assist in the negotiation, drafting and review of procedures and documents involving the selection of the developer, the entering into of letters of intent and contracts of sale, the acquisition of title.

7. In any project being constructed through the conventional competitive bidding procedures, Counsel is to provide review of documents relating to the advertisement and award of construction contracts, including the construction contract, specifications, and payment and performance bonds.
8. To provide legal services in connection with the leasing or subleasing of property, the entering into of agreements to lease, options to purchase property, and the sale of dwelling units.
9. To provide legal services in connection with eminent domain circumstances related to land acquisition or disposal.
10. Assist in the preparation and review of documents relating to the issuance of obligations of NRH, including all legal work in connection with the issuance of notes and bonds of NRH, the preparation of a certificate of legislation and the rendition, if necessary, of an opinion on the validity of such obligations.

Legal Services in Connection with Management of NRH Programs

To perform upon request all legal services in connection with, and to be responsible for all legal phases of low-and moderate-income housing programs of NRH now under management on the date hereof or which may later come under management, such services to include but not be limited to the following:

1. Rendition of advice to NRH's governing body and staff on all legal matters affecting such projects; consultation with parties having dealings of a legal nature with NRH; attendance at meetings of NRH; preparation of resolutions and related documents; review and acceptance of minutes of NRH; preparation and rendition of legal opinions to NRH.
2. Rendition of advice and assistance in the negotiation and preparation of contracts, leases and other documents of NRH.
3. Appearance and representation of NRH before the governing bodies of the city, county, and other public bodies, excepting the state legislature; representation of NRH in actions of unlawful detainer to secure the eviction of tenants of said projects and necessary court appearances in eviction matters.
4. Rendition of advice and assistance in negotiations with pro-bono legal services agencies in actions of eviction and unlawful detainer.

Legal Services in Connection with Nevada Open Meeting Law

To perform upon request all legal services in connection with, and to be responsible for all legal advice regarding Nevada open meeting laws, such services to include but not be limited to the following:

1. Rendition of advice and assistance to NRH's governing body and staff on all legal matters with respect to laws and regulations governing open meetings in Nevada.
2. Attendance at all NRH governing body meetings, remotely or in-person as applicable.

Such services, however, shall not include any legal services performed in connection with unusual litigation which, for the purposes of this Agreement, means suits attacking the validity of a state housing

authority law or the legality of the Housing Authority, actions to enforce a cooperation agreement, and similar matters of a novel and complex nature; nor shall such services be compensated for under this Agreement. Any services for unusual litigation shall be the subject of a separate and special litigation services contract for each such litigation.

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Section 4: Evaluation Process

Selection Committee

NRH's Selection Committee will be representing the NRH's governing body and workforce. The role of the Selection Committee is to evaluate the Statement of Qualifications submitted and make a recommendation of award, based upon the outcome of the Statement of Qualifications Evaluation Process.

Firm Evaluation Process

The Firm Evaluation Process will encompass the following:

- Round 1: Statement of Qualifications Evaluation (Determine Short-List)
- Round 2: Interviews/Presentation (Determine Finalist)

Scoring will be completed by the Selection Committee based upon the Evaluation Criteria listed below in *Evaluation Criteria: Scoring and Competitive Range*. All scores for each Firm shall be added together to arrive at a final score for each Statement of Qualifications following the completion of the multi-phased Firm Evaluation Process. Statement of Qualifications will then be ranked in descending order by the total Statement of Qualifications score. NRH reserves the right to not enter into any contract as a result of this invitation.

Evaluation Criteria: Scoring and Competitive Range

The criteria listed below will be used by the Selection Committee to evaluate the Firms for potential selection. Scoring will be completed covering all areas listed below in the Evaluation Criteria. NRH reserves the right to negotiate with any of these Firms.

Points across the multi-phased Firm Evaluation Process will be weighted as follows:

Firm Evaluation Process = 200 Points	
Phase 1 – SOQ Evaluation	100
Phase 2 – Interview & Presentation Evaluation	100
Total Scoring	0 – 200 Points

After all rounds have been completed, the NRH Selection Committee will finalize the composite score across all rounds of evaluation. NRH may commence negotiations with the highest-ranked eligible Firms or may commence simultaneous negotiations with all qualified Firms.

Phase 1 – SOQ Evaluation

To determine the Short-List of qualified Firms in Phase 1, NRH will evaluate and score each SOQ based upon the criteria listed below to rank the SOQs. The Firms with the top three (3) highest scores will advance to the 2nd round of the evaluation, which includes interviews and presentations.

The total possible points will be 100 for Phase 1.

Phase 1 (Qualifications) = 100 Points	Maximum Points
Evidence of the Consulting Firm’s ability to perform the work, as indicated by profiles/resumes of Principals and Staff Professionals, and certifications and licenses held by members of the firm.	40
Evidence of qualifications and proven past performance in the areas of Legal Counsel services as it pertains to the scope of work. Include at least three (3) current or recent references. Provide client name; contact person, and title; phone number; and email address.	40
Available resources to complete required work.	10
Evidence the firm is currently registered in the State of Nevada and carries Errors and Omissions insurance; provide copy of licenses and insurance certificate. This criterion is a mandatory requirement and firms will receive all points or no points.	10
Total Possible Score	100

Phase 2 – Interviews and Presentation

During Phase 2, the top three (3) short-listed Firms will have the opportunity to present for the NRH Selection Committee. During the presentations, the NRH’s Selection Committee will score based on qualifications and the presentation of projects of similar size and scope. NRH’s Selection Committee expects the Firm’s proposed Project Manager and key members to be present. Any costs associated with the presentation incurred by the short-listed Firms will NOT be reimbursed by NRH.

After the presentation, the NRH Selection Committee will proceed with interviewing the Firm.

The total possible points will be 100 for Phase 2.

Phase 2 (Interviews and Presentation) = 100 Points	
Prior overall experience	20
Comparable services that met user needs	20
Qualifications of personnel or sub-consultants	20
Demonstrated experience as it pertains to the scope of work	20
Overall presentation	20
Total Possible Score	100

Equal Employment Opportunity

Attention is called to the provisions that all employees and applications for employment are not discriminated against because of race, color, religion, sex, national origin, age or disability. Each firm shall certify compliance with all applicable Equal Opportunity Employment Requirements governing contracts of this type. (EOE/AA)

Interest of Members of Congress

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

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

No members, officers or employees of NRH, no member of the governing body in which NRH was activated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the project, shall during his tenure, or for one (1) year thereafter, have an interest, direct or indirect, in this contract or the proceeds thereof.

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Section 5: Negotiations and Award of Contract

Contract Negotiations

A recommendation to the NRH Board of Commissioners will be made by the Evaluation Committee. NRH will enter negotiations with the selected firm. While fee is of secondary importance and will not be considered in the evaluation and selection process, the fee will be considered a criterion during negotiations.

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Section 6: Contract Requirements

The successful Firm(s) will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type. The Firm shall be referred to as “Counsel” to detail NRH’s Contract Requirements, which include:

- a) Submission of Papers and Documents to the Government – At appropriate times, or upon request of NRH or the Government, Counsel shall submit to Regional Counsel, U.S. Department of Housing and Urban Development, Pacific/Hawaii, 600 Harrison Ave, Third Floor, San Francisco, California 94107 all such pleadings, motions, orders, briefs and legal opinions or memoranda.
- b) Employment of Other Counsel, Consultants, Expert Witnesses, Investigators, or Specialists – Counsel will not employ or otherwise incur an obligation to pay other counsel, consultants, expert witnesses, investigators or specialists for services in connection with services herein without prior approval of NRH.
- c) Termination of Agreement and Legal Services – This Agreement and all legal services to be rendered hereunder may be terminated at any time by 30 days written notice from either party, with or without cause. In such event, all finished and unfinished documents, pleadings, exhibits, project data, reports and evidence shall, at the option of NRH, become its property and shall be delivered to it or to any party it may designate. In the event of such termination, Counsel shall be paid for all satisfactory work, unless such termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances.
- d) Interest of Members of NRH – No member of the governing body of NRH, and no other officer, employee, or agent of NRH who exercises any functions or responsibilities in connection with the carrying out of this Contract, shall have any personal interest direct or indirect, in this Contract.
- e) Interest of Other Local Public Officials – No member of the governing body of the locality in which NRH projects are situated and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.
- f) Interest of Certain Federal Officials – No member or delegate to the Congress of the United States, and no resident Commissioners, shall be admitted to any share or part of this Contract or to any benefit to arise therefrom.
- g) Interest of Counsel – Counsel (including partners, associates and professional employees) for which services are to be provided under this Agreement covenants that they do not now have any interest and shall not acquire any interest, direct or indirect, in any of the low-rent housing projects, or materials or services for such project, or any other interest which would conflict in any manner or degree with the performance of their services hereunder. Counsel further covenants that, in the performance of their duties hereunder, no person having any such interest shall be employed.
- h) Equal Employment Opportunity
 - 1) Counsel will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, or age. Counsel 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, national origin, disability or age. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Counsel agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by NRH setting forth the provisions of this nondiscrimination clause.

- 2) Counsel will, in all solicitations or advertisements for employees placed by or on behalf of the Counsel, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability or age.
- 3) Counsel will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor.

i) Anti-Lobbying Clause

- 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 a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 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 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.
- 4) 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 such failure.

Right to Monitor and Review

Access to Records – During all phases of the work and services to be provided hereunder, the Contractor agrees to permit duly authorized agents and employees of NRH, to enter the Contractor's offices for the purpose of inspections, reviews, and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Contractor will

maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by NRH or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

**** The rest of this page is intentionally left blank ****

Section 7: Reservation of Rights

The Agency reserves the right to:

1. Reject, Waive, or Terminate the RFQ – Reject any or all Statement of Qualifications, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed by the Agency to be in its best interests.
2. Not Award – Not to award a contract pursuant to this RFQ.
3. Terminate – Terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon 10 days written notice to the successful proposer(s).
4. Determine Time and Location – Determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFQ.
5. Retain Statement of Qualifications – Retain all Statement of Qualifications submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving Statement of Qualifications without the written consent of the Agency Executive Director (ED).
6. Negotiate – Negotiate the fees proposed by the proposer entity.
7. Reject any Statement of Qualifications – Reject and not consider any Statement of Qualifications that does not meet the requirements of this RFQ, including but not necessarily limited to incomplete Statement of Qualifications and/or Statement of Qualifications offering alternate or non-requested services.
8. No Obligation to Compensate – Have no obligation to compensate any proposer for any costs incurred in responding to this RFQ.
9. Prohibit – At any time during the RFQ or contract process to prohibit any further participation by a proposer or reject any Statement of Qualifications submitted that does not conform to any of the requirements detailed herein. By accessing the NRH website and by downloading this RFQ, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document, and further agrees that they will inform the RFQ Coordinator in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that they feel needs to be addressed. Failure to abide by this timeframe shall relieve the Agency, but not the prospective proposer, of any responsibility pertaining to such issue.

Section 8: Attachments

Attachment A:

Acknowledgment of Addenda

Attachment B:

Profile of Firm

Attachment C:

Firm References Template



Attachment A: Acknowledgment of Addenda

The undersigned offeror hereby acknowledges that they have checked the Nevada Rural Housing website: <https://nvrural.org/why-nrh/join-the-mission/#partner> for all addenda issued related to the Request for Qualifications.

Signature

Printed Name

Date

Company Name



3695 Desatoya Drive Carson City, NV 89701
NVRural.org • swood@nvrural.org
Phone: (775) 887-1795 • Fax: (775) 887-1798 • TTY: (800) 326-6868
This Institution is an Equal Opportunity Provider and Employer.



Attachment B: Profile of Firm

(1) Prime Sub-contractor This form must be completed by and for each.

(2) Name of Firm: _____ Telephone: _____

(3) Email of Firm: _____

(4) Street Address, City, State, Zip: _____

(5) Please attach a brief biography/resume of the Firm, including the following information:

- Year Firm established
- Year Firm established in Nevada
- Former Name and year established, if applicable
- Name of Parent Company and date of acquisition, if applicable

(6) Identify Principals/Partners in Firm and attach a professional resume for each.

NAME	TITLE	% OF OWNERSHIP

(7) Identify the individual(s) who will act as project manager and any other supervisory personnel who will work on project and attach a professional resume for each. (Do not duplicate any resumes provided for other sections.).

NAME	TITLE





(8) Proposer Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

- Caucasian American (Male)_____ %
- Public-Held Corporation_____ %
- Government Agency_____ %
- Non-Profit Organization_____ %

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

- Resident-Owned_____ %
- African American_____ %
- Native American_____ %
- Asian/Pacific American_____ %
- Hasidic Jew_____ %
- Asian/Indian American_____ %
- Woman-Owned (WBE)_____ %
- Woman-Owned (Caucasian)_____ %
- Disabled Veteran_____ %
- Other (Specify): _____ %

WMBE Certification Number:_____

Certified by (Agency):_____

(Note: A Certification/Number not required to submit a Statement of Qualifications – enter if available.)

Signature

Printed Name

Date

Company Name



(9) Federal Tax ID No.: _____

(10) State of Nevada Business License No.: _____

(11) State of _____ License Type and No.: _____

(12) Worker’s Compensation Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

(13) General Liability Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

(14) Professional Liability Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

(15) Debarred Statement: Has this firm, or any principal(s) thereof ever been debarred from providing any services by the Federal Government, any state government, the State of Nevada, or any local government agency within or without the State of Nevada? Yes No

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(16) Disclosure Statement: Does this firm, or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the Agency? Yes No

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(17) Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the HA or any person interested in the proposed contract; and that all statements in said proposal are true.

(18) Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

Signature

Printed Name

Date

Company Name

Attachment C: Firm References Template

Vendors may adjust size of Vendor Reference Template to accommodate contents, as long as structure is maintained.

Client #1	
Contact Person:	
Contact Phone Number, Email, and Address:	
Implementation Budget	
Date of Services:	
Project Description:	

Client #2	
Contact Person:	
Contact Phone Number, Email, and Address:	
Implementation Budget	
Date of Services:	
Project Description:	

Client #3	
Contact Person:	
Contact Phone Number, Email, and Address:	
Implementation Budget	
Date of Services:	
Project Description:	



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