

Nevada Affordable Housing Assistance Corporation Homeowner Assistance Fund

Request for Proposal: #00221HAF

For

LEGAL SERVICES

Release Date: Tuesday, August 17, 2021

Deadline for Submission and Opening Date and Time:
Tuesday, August 24th, 2021 @ 4:00pm PST

Refer to RFP Timeline for the complete RFP schedule

For additional information, please contact:

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I. Introduction

Nevada Affordable Housing Assistance Corporation (NAHAC) was formed in 2003 by the Nevada Housing Division (NHD) a division of the Department of Business and Industry to provide funds, subsidies, and/or other benefits to Nevada homeowners or other targeted groups of individuals within the State of Nevada in order to assist with affordable or subsidized single or multi-family housing.

II. Project Overview

NAHAC is seeking a qualified vendor to provide Legal Services to include but not limited to general legal, employment and labor relations, non-profit law, contract and procurement, litigation, and other legal services as needed.

A vendor's preparation and submittal of a proposal or subsequent participation in presentations or contract negotiations creates no obligation on NAHAC to award a contract or to pay any associated costs. All proposals and related materials will be retained by NAHAC.

The American Rescue Plan Act of 2021 (the ARP) was passed by the 117th United States Congress and signed into law by President Joe Biden on March 11, 2021. The Homeowner Assistance Fund (HAF) was established under Section 3206 of the ARP authorizing the U.S. Department of the Treasury (Treasury) to mitigate financial hardships associated with the COVID-19 pandemic by providing funds to eligible entities for the purpose of preventing homeowner mortgage delinquencies, defaults, foreclosures, loss of utilities or home energy services, and displacement of homeowners experiencing financial hardship after January 21, 2020, through qualified expenses related to mortgages and housing.

NAHAC has been selected to administer Nevada's HAF. NAHAC will launch two programs to mitigate financial hardships associated with the coronavirus pandemic by providing funds to eligible homeowners to assist in preventing delinquencies, defaults, foreclosures, and homeowner displacement.

1. Unemployment Mortgage Assistance Program (UMA) will provide temporary financial assistance to eligible Nevada borrowers who have encountered a financial hardship due to unemployment on or after January 21, 2020, including those whose unemployment hardship is related to their military service.
2. Mortgage Reinstatement Assistance Program (MRAP) will provide funds to help income-qualified borrowers cure their delinquent first mortgage loan arrearages, which may also include payments needed to reinstate their loans from foreclosure. Assistance with curing delinquent, non-escrowed property taxes, homeowner's association dues or assessments as well as borrower's utilities, including electric, gas, home energy, water, and homeowner's internet service, including broadband internet access service, is only available in conjunction with mortgage reinstatement on the homeowner's mortgage loan.

III. Scope of Work

The awarded vendor will provide NAHAC with Legal Services to include the following:

1. General Legal
 - a. Consult with and advise the officers, employees, and members of the Board of Directors of NAHAC on legal matters and issues when requested.

- b. Review personnel, fiscal, and other policies, as well as agency by-laws.
 - c. Handle all legal questions and matters arising under contracts and render legal expertise on all matters submitted by NAHAC.
2. Employment and Labor Relations
 - a. Advise on individual and employment matters when necessary.
 - b. Review potential terminations and make recommendations as to appropriate actions, as well as draft notices of termination as requested.
 - c. Advise on personnel actions, including but not limited to employment compensation hearings, worker compensation claims, employment discrimination claims and equal employment hearings.
 3. Non-Profit Law
 - a. Attend board meetings and provide advice to ensure compliance with open meeting laws and conflict of interest statutes, including review of agenda items, meeting notices, and agendas.
 - b. Advise on evolving best practices for non-profits as required by the IRS, congress, and state regulators.
 4. Contracts and Procurement,
 - a. Drafting and/or reviewing of legal documents, papers, contracts, agreements, resolutions.
 - b. Advise on government grants and contracts, including United States Department of Treasury, Nevada Housing Division, and other state regulatory agencies.
 5. Litigation
 - a. Advise on responses to subpoenas, court orders, and requests for information from third parties.
 - b. Advising and representing NAHAC in any lawsuits, administrative claims, or other legal claims.
 - c. Conduct litigation as necessary.
- Other legal services as needed.

IV. Proposal Submission Requirements

Proposals that do not comply with the requirements may be deemed non-responsive and rejected at NAHAC's discretion. For ease of review, each requirement should be addressed in a separate section. The proposal should include a table of contents. Failure to provide information in the prescribed format may result in rejection of the proposal. All responses will be subject to verification for accuracy. **Proposals containing false or misleading information will be rejected.**

Cover Letter

A cover letter, in the form of a standard business letter, will be considered an integral part of the proposal package. It must be signed by an individual authorized to bind the Vendor contractually. This cover letter must indicate the signer is so authorized and must indicate the signer's title or position. An unsigned proposal will be rejected.

The cover letter must also include:

- a. The RFP Title and RFP # that the Vendor is submitting a proposal for.
- b. Notwithstanding any exceptions identified pursuant to Paragraph e. below, a Statement that the proposal meets all requirements of this RFP, and that the offer

tendered by the proposal will remain in full force and effect until and may be accepted by NAHAC at any time prior to 30 days beyond the deadline for submittal.

- c. A disclosure of any current business relationship or any current negotiations for prospective business with NAHAC, or with any member of the Board of Directors or NAHAC staff, or any party currently rendering services to NAHAC.
- d. A statement that the Vendor acknowledges that all documents submitted in response to this RFP may be subject to disclosure.
- e. Exceptions, if any, to any terms and conditions of the RFP and attachments, including insurance.

Statement of Minimum Qualifications

Vendor must complete and return the Minimum Qualifications Certification in the form contained in **Appendix A: Statement of Minimum Qualifications**.

Certificate of Insurance

The selected Vendor shall not commence work before providing evidence of the required insurance in the form of a certificate of insurance (as outlined in **Appendix B: Insurance Schedule**) and endorsement to NAHAC.

Nevada State Business License

A copy of Vendor's Nevada State business license, or willingness to obtain the license prior to the execution of the contract.

Reference Checks

Reference checks may be conducted for each Vendor.

Questionnaire

The questionnaire contained in **Appendix C: Questionnaire** to this RFP must be completed and returned as part of the proposal

Fee Proposal

Vendors must submit their fee in **Appendix D: Fee Proposal**. The proposed fee shall include all costs and expenses for providing the goods or services to NAHAC as described in this RFP. Once finalists are selected, fees may be subject to a "best and final" offer process to be determined at the discretion of NAHAC.

The fee proposal must expressly state that the proposed fees are guaranteed for the term of any resulting contract.

Contract

This Request for Proposal is neither a contract nor meant to serve as a contract.

It is anticipated that one or more of the proposals submitted in response to this Request for Proposal may be selected as the basis for negotiation of a contract with the vendor. Such a contract is presently contemplated to contain, at a minimum, the terms of the proposal submitted, as finally negotiated, and

approved by NAHAC. NAHAC reserves the right to negotiate additions, deletions, or modifications to the terms of proposals submitted.

V. Written Questions and Answers

NAHAC will accept questions and/or comments in writing received by email regarding this RFP. Questions must reference the identifying RFP number and be addressed to NAHAC Legal RFP #00221HAF, emailed to JVarsallona@nahac.org

The deadline for submitting questions is as specified in the RFP Timeline below. Vendors must include their company name, address, phone number, and email address, as well as contact person when submitting questions.

All questions and/or comments will be address in writing and responses posted on NAHAC’s website www.nahac.org on or about the date specified in the RFP Timeline.

NAHAC may clarify or modify any part of this RFP by posting notice on NAHAC’s website prior to the proposal deadline.

VI. Timeline

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. NAHAC reserves the right to modify these dates at any time. NAHAC also reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

Task	Date/Time
Deadline for submitting first set of questions	08/19/2021 @ 2:00 PM
Answers posted to website www.nahac.org	On or about 08/20/2021
Deadline for submittal of Reference Questionnaires	No later than 4:00 PM on 08/24/2021
Deadline for submission and opening of proposals	No later than 4:00 PM on 08/24/2021
Evaluation period (approximate time frame)	08/26/2021 – 08/27/2021
Selection of vendor	On or about 08/27/2021
Anticipated Board of Directors (BOD) approval	09/08/2021
Contract start date (contingent upon BOD approval)	09/15/2021

VII. Submission of Proposals

All proposals must be received **no later than the deadline stated in the Section VI. Anticipated Timeline and Contact Information**. Vendors shall submit their proposals in a sealed envelope with one (1) original, six (6) copies, and one (1) flash drive.

The envelope must include the RFP Title and RFP number. Failure to clearly identify the proposal may result in the rejection of the proposal. NAHAC is not responsible for receipt of any proposal which is improperly labeled.

Proposals may be mailed, or hand delivered to:

Jennifer Varsallona
Nevada Affordable Housing Assistance Corporation
Homeowner Assistance Fund
3016 West Charleston Blvd. #160
Las Vegas, NV 89102

All proposals become the property of NAHAC upon submission. All costs for developing proposals and attending presentations and/or interviews are entirely the responsibility of the vendor and shall not be chargeable to NAHAC.

Only one proposal from an individual, firm, partnership, corporation, or combination thereof, will be considered for this assignment, for each individual RFP.

VIII. Evaluation Process

Initial Evaluation Review

All proposals will be reviewed to determine if they contain all the required submittals specified in this RFP. Those not submitting all required information in the prescribed format may be rejected.

Proposal Evaluation

Proposals that pass the initial evaluation review will undergo an evaluation process conducted by NAHAC's Management Staff and/or qualified NAHAC Contractor Staff. NAHAC will consider the following elements in the decision process, ranked in no specific order, and will render a decision based on the perceived best value for the engagement. Fees will be one of the determining factors in this decision but may not be the primary determinative. Proposals will be evaluated based on criteria including:

1. Vendor's experience and record of success in providing comparable service.
2. Demonstrated Competence
3. Proposed deliverables
4. Cost
5. Expertise and availability of Key Personnel
6. Conformance with the Terms of this RFP

During the evaluation process, Vendors may be requested to provide additional information and/or clarify contents of their proposal. Other than information requested by NAHAC, no Vendor will be allowed to alter the proposal or add new information after the filing date.

Proposals that contain false or misleading statements or that provide references which do not support an attribute or condition claimed by the Vendor will be rejected. Issuance of the Request for Proposal creates no obligation to award a contract or to pay any costs incurred in the preparation of a proposal. Nothing in this RFP or any resulting contract shall preclude NAHAC from procuring services similar to those described herein from other sources.

Once finalists are selected, fees may be subject to a “best and final” offer process to be determined at the discretion of NAHAC.

IX. GENERAL CONDITIONS

Disclosure of Public Records:

All materials submitted in response to the RFP become property of NAHAC. Proposals remain confidential during the selection process. However, upon completion of the selection process, all responses, including that of the individual, vendor or firm selected, will be a matter of public information and will be open to public inspection in accordance with the State of Nevada Public Records Law, NRS Chapter 239.

If, in response to this RFP, trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged, or confidential and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business responding to this RFP, such claim must be clearly made, and such information must be clearly identified. Responses to this RFP with every page marked as proprietary, privileged, or confidential will not satisfy this requirement. Bidders are required to make a good faith attempt to properly identify only those portions of the response that are truly furnished under a claim that they are proprietary, privileged or confidential and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business responding to this RFP.

Redacted Version of RFP Response:

In the event the vendor believes certain materials in the submitted response are exempt from public disclosure, vendors are asked to provide a redacted version of the response it believes will be suitable for release under the **State of Nevada Public Records Law, NRS Chapter 239.**

However, any claim of privilege from disclosure is not definitive. NAHAC has the right and legal obligation to determine whether such information is exempt from disclosure under the State of Nevada Public Records Law, NRS Chapter 239. and no information will be considered or determined by NAHAC to be proprietary, privileged, or confidential unless it is identified and separated as indicated herein.

Ordinary Course of Business Communications Allowed:

Other than to discuss existing business matters in the normal course, vendors, potential vendors, or their representatives should not contact anyone at NAHAC (including NAHAC staff, members of the NAHAC advisory committees and members of the NAHAC Board of Directors) other than the individual assigned to the RFP listed above.

In addition, vendors must not discuss this RFP with any employee of NAHAC’s custodian, managers, legal counsel, or other advisors or persons/entities having contracts or other affiliations with NAHAC.

NAHAC Quiet Period Policy:

Please note the following Quiet Period Policy establishing guidelines by which the NAHAC Board of Directors and NAHAC Staff will communicate with prospective vendors or service providers during a solicitation process. The Quiet Period for all RFPs will begin on the day the RFP is posted.

1. The quiet period shall be publicly communicated via the NAHAC website (www.NAHAC.org/resources);
2. All Evaluation Committee members, and NAHAC staff not directly involved in the search process, shall refrain from communicating with potential service providers regarding any product or service related to the search offered by the provider throughout the quiet period and shall refrain from accepting meals, travel, hotel, or other value from the providers;
3. Throughout the quiet period, if any Board member or NAHAC staff member is contacted by a potential vendor, the Board member or NAHAC staff member shall refer the vendor to the NAHAC staff member directly involved in the search process;
4. All authority related to the search process shall be exercised solely by the relevant Evaluation Committee or Board as a whole, and not by individual Evaluation Committee Members;
5. All information related to the search process shall be communicated by NAHAC staff to the relevant Evaluation Committee or Board as a whole, and not to individual Evaluation Committee Members;
6. The quiet period does not prevent Evaluation Committee approved due diligence, client conference attendance, or communications with an existing service provider to discuss existing business matters in the normal course; however, discussions related to the pending selection shall be avoided during those activities;
7. The provisions of this policy will apply to potential service providers throughout the quiet period and shall be communicated to providers in conjunction with any competitive proposal process; and
8. A potential vendor or service provider may be disqualified from a search process for a violation of this policy.

Rights Reserved:

NAHAC reserves the right to amend any segment of the RFP prior to the announcement of a vendor/contract. In such an event, all vendors will be afforded the opportunity to revise their proposals to accommodate the RFP amendment.

NAHAC reserves the right to remove any or all of the services from consideration for this contract. At its discretion, NAHAC may issue a separate contract for any service or groups of services included in this RFP. NAHAC may negotiate additional provisions to the contract awarded pursuant to this RFP.

NAHAC may request additional information from any or all vendors to assist in the evaluation of proposals, and NAHAC reserves the right to conduct background investigations of selected individuals or vendors prior to awarding a contract under this RFP.

NAHAC is not obligated to complete the RFP process or to select any individual(s) or vendor(s). NAHAC also reserves the right without prejudice to reject any or all proposals submitted.

NAHAC will **NOT** reimburse any expenses incurred in responding to this RFP.

Equal Opportunity:

NAHAC does not discriminate because of race, color, religion, creed, sex, sexual orientation, age, marital status, military status, certain unfavorable discharges from military service, political affiliation, citizenship, ancestry, national origin, physical or mental handicap or disability or any other characteristic protected by law. It is NAHAC's intent to comply with all state, federal, and local equal employment and opportunity laws and public policies.

Appendix A: Statement of Minimum Qualifications

(Vendor's Name) _____ certifies that it meets the following minimum qualifications.

Please initial each as applicable.

1. _____ Stated vendor/individual has a minimum of _____ years' experience providing _____

2. _____ Stated vendor/individual will have certified personnel performing _____

Signed: _____ Date: _____

Title: _____

Appendix B: Insurance Schedule

Unless expressly waived in writing by NAHAC, Contractor must procure, maintain, and keep in force for the duration of the Contract insurance conforming to the minimum requirements specified below. Each insurance policy shall provide for a waiver of subrogation against NAHAC, its officers, employees and immune contractors as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor. NAHAC shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor on all policies. Contractor shall not commence work before Contractor has provided evidence of the required insurance in the form of a certificate of insurance and endorsement to NAHAC.

A. Workers' Compensation and Employer's Liability Insurance.

Contractor shall maintain worker's compensation insurance as required per Nevada Revised Statutes Chapter 616B.

B. Commercial General Liability - Occurrence Form.

Contractor shall maintain Commercial General Liability Insurance, which Policy shall include bodily injury, property damage and broad form contractual liability coverage.

1)	General Aggregate	\$2,000,000
2)	Products - Completed Operations Aggregate	\$1,000,000
3)	Personal and Advertising Injury	\$1,000,000
4)	Each Occurrence	\$1,000,000

C. Professional Liability/Errors and Omissions Liability.

Contractor shall maintain a policy that provides coverage for professional misconduct or lack of ordinary skill for those positions defined in the proposal of this contract. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

1)	Each Claim	\$1,000,000
2)	Annual Aggregate	\$2,000,000

D. Automobile.

- 1) Contractor shall maintain Motor Vehicle Liability Insurance with coverage for all owned, rented, or leased vehicles, with combined limits of not less than \$1,000,000 each accident and \$2,000,000 aggregate for bodily injury and property damage.

Appendix C: Questionnaire

The following questionnaire must be completed and included with your response to this RFP. Type your responses in the same order as the questionnaire, listing the question first followed by your answer.

Contact and Company Information

Name of Vendor: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Federal Employer Identification Number: _____

Contact Person(s):

Name: _____ Phone: _____

Title: _____ Fax: _____

Email: _____ Website: _____

Company Background

1. Please provide a general description and history of the company, its operations (please include any history of mergers and/or acquisitions), year founded, ownership structure, biographies of the principals and percentage ownership by current employees.
2. Briefly describe your company's background and history of performing the services as described in this RFP.
3. How many professionals are employed by your company and what is their level of experience? Please list the company's professional staff that you perceive to be assigned to this engagement, their professional credentials, and an estimated timeframe for completion.
4. Describe the turnover of the company over the past five years.
5. Provide a brief, descriptive statement detailing evidence of the vendor's ability to deliver the goods or services sought under this RFP.

Client Relationships

1. Please provide three references from similar engagements that you/your company have conducted in the last two years. By providing references, the vendor authorizes NAHAC to contact the reference to inquire about the vendors services.

Appendix D: Fee Proposal