



NEVADA AFFORDABLE HOUSING
ASSISTANCE CORPORATION

Verise Campbell
Chief Executive Officer/Chief Operating Officer

Nevada Affordable Housing Assistance Corporation

Request for Proposal: #01526NAHAC

For

IT SUPPORT SERVICES

Release Date: Friday, April 24, 2026

Deadline for Submission: Friday, May 15, 2026 @ 4pm

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 or Company) is a Nevada nonprofit corporation that 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 for end-user management services, customized system setup and configuration services, application support services, safety and security of systems and system maintenance services as outlined in Section III Scope of Work.

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.

III. SCOPE OF WORK

NAHAC is seeking proposals from qualified vendors to provide the Information Technology (IT) support services listed below.

A. IT SUPPORT SERVICES

1. Vendor will provide end-user co-management per the following requirements:
 - a. Provide end-user management (setup and termination).
 - b. Add and manage Staffing Groups.
 - c. Add and manage Permission Groups and permissions.
 - d. Make App Configuration changes.
 - e. Coordinate with Company and its designated vendor on any Homeowner Assistance Fund system of record change orders.
2. Vendor will provide solutions related to overall Network Security Management. Vendor will provide an enterprise-grade endpoint protection solution (e.g., BitDefender, CrowdStrike, etc.). Vendor will also implement cyber essentials which may include:
 - a. Online Security Awareness Employee Training Modules.
 - b. Strict Enforcement of Allowed "Business Necessary" Software for all Company users and supported endpoints.

- c. Enhanced SPAM Filtering/Phishing Detection for all Company users.
 - d. Endpoint Detection and Response (EDR) for all Company supported endpoints.
 - e. Two Factor Authentication for all Company users and machines where possible to enforce.
 - f. Removal of Administrative Permissions where unnecessary to perform daily work.
 - g. Security Hardening and Application of Emergency/High Priority Security Patches provided by software vendors for all supported systems. This would include firewall hardening (e.g., more restrictive inbound and outbound rules, content filtering, inspection of SSL traffic for malware, etc.), encryption of any on-site and off-site backups, hardening on Microsoft 365 environment, along with a number of other items.
 - h. Endpoint Disk Encryption for supported systems (strict enforcement may require Company to upgrade or replace systems).
 - i. Password Manager for all Company users.
 - j. Phishing Simulations.
 - k. Review of Vendor/Insurance Security Requirements.
 - l. Develop and revise Risk Assessment documents.
 - m. Assist with revisions of the Information Security and Safeguards Program (ISSP).
3. Vendor will be responsible for the management of the following Microsoft 365 controls:
- a. Role-based access control (RBAC)
 - b. Privileged Identity Management (PIM)
 - c. Logging and audit trails
4. Vendor will provide end-user management and facilitate getting invoice information to Company accounting related to the Adobe licenses in use. Additionally, Vendor may provide for the issuing and deleting end user licenses.
5. Vendor will provide remote monitoring and management as needed for endpoints.
6. Vendor will support and maintain the Client's existing network infrastructure equipment, subject to the following requirements:
- a. Provide ongoing maintenance for all supported devices covered under active manufacturer support agreements, including applying firmware updates and performing general support activities for equipment within the Vendor's technical capabilities. Supported equipment includes, but is not limited to, firewalls, network switches, wireless access points, power distribution units, uninterruptible power supplies, network storage devices, and related infrastructure components.
 - b. Provide configuration management for all supported network infrastructure equipment.

- c. Establish, review, and maintain firewall rules and related security configurations on applicable network security devices.
7. Vendor will provide end-user management for the Right Networks/QuickBooks solution per the following requirements:
 - a. Provide Right Networks User management (add/remove users as required).
 - b. Provide QuickBooks user management (add/remove users as required).
 - c. Manage user roles and permissions within QuickBooks as needed.
8. Vendor will provide end-user management for the Calltower Call Center System per the following requirements:
 - a. Add and remove Customer Service Representative (CSR) users to and from the system.
 - b. Manage the allocation of resources such as phone numbers within the Calltower system.
9. Vendor will provide management assistance for the twenty-two (22) Yealink MP56 Teams desktop phones and one (1) Yealink CP960 Teams Conference Phone.
10. Vendor will provide management assistance with timeclock.
11. Vendor will provide computer/network support via email, telephone, remote-access, and/or in-person, at the discretion of Vendor, and maintenance services such as the installation and application of software and operating system patches and updates to ensure that the ongoing functionality of the network takes into consideration unforeseeable problems that are out of Vendor control. On-site maintenance will be performed during business hours, and/or before and after hours with approval. Remote maintenance may be done at any time.
12. Company will provide Vendor with a Systems Authorization Access Request (SAAR) form to provide directions on user systems activations, terminations, and modifications. Each system activation, termination, or modification will be initialed by the Vendor personnel responsible for making the change.
13. Any services not explicitly defined in this Scope of Work shall be considered out-of-scope and must be pre-approved in writing by NAHAC.

B. OUT OF SCOPE SERVICES

If, upon written approval of Company, Contractor performs additional services outside the scope of the Statement of Work that exceed the Contract Fees, Company agrees to pay Contractor any and all additional fees at such rates mutually agreed to by the Parties, which will be set forth in a mutually agreed to amendment to the Statement of Work.

C. HELPDESK (TIER 1) SUPPORT AND SUPPLEMENTARY SERVICES

1. Vendor will provide the following Helpdesk support via email, telephone, remote-access, and/or in-person and related remediation services:
 - a. Business hours coverage
 - b. Emergency after-hours support
 - c. On-site response time (e.g., same day, next business day)
2. The Vendor will, in conjunction with and at the discretion of Company's named representative, perform in-person inventory of both "in use" and spare IT equipment at the Company's primary business location at least every 6 months ("Inventory Services"). Physical in-person verification of any IT equipment not at Company's Primary Business may be verified by Vendor's IT management tools. Small peripherals such as keyboards or mice, or other items such as network or USB cables which are either not serialized or have a replacement value less than \$20 will not be inventoried. Asset inventory reports will be provided by Vendor every 6 months at a minimum.
3. Response. Vendor should respond to all requests for service as quickly as possible utilizing the following guidelines:
 - a. Urgent requests are those that meet one or more of the following criteria:
 - i. Multiple users are affected.
 - ii. The user's computer is not functional.
 - iii. The network is inaccessible.
 - iv. The user is working under a deadline or on a time sensitive task.
 - v. The security of one or more machines is compromised.
 - b. Normal requests typically fall into the following categories:
 - i. The request is specified as non-urgent by the customer.
 - ii. The request involves peripheral equipment.
 - iii. The user is experiencing an application problem that does not interfere with critical functions.
 - iv. The user has an informational question (e.g., "How do I...?").
 - c. Planned requests are those that require scheduling, research, or other advance preparation. Examples of planned requests might include the following:
 - i. Hardware or software recommendations.
 - ii. Computer setups.
 - iii. Maintenance.
 - iv. Requests for other services (e.g., hourly or retainer contracts).

Note that the boundaries among categories are not absolute. For example, there are times when a request that would normally fall into the "Normal" category might in fact be urgent.

4. The Vendor's normal response times should be included in response to RFP using the following format:

Category	Initial Response Time	Commencement of Work
Urgent		
Normal		
Planned		

Example:

- Urgent: Response less than 15 minutes, Resolution less than 4 hours
- Normal: Response less than 2 hours, Resolution less than 1 business day
- Planned: Scheduled within agreed timeframe

5. The Vendor will provide a comprehensive ticket tracking system, where responses include original request threads.
6. The Vendor will provide and maintain the following reports:
 - a. Security incident report
 - b. Patch compliance report
 - c. Backup success/failure report

IT reports, including the reports listed above will be provided by Vendor to Company upon request.

D. IT BACKUP SERVICES

1. Backup Services provided by Vendor will include a cloud backup solution and off-premises storage for full backups with a minimum of 30 days' retention and transfer of backed up data from current vendor. At a minimum, the backup solution will include ability to back up from/restore to the following:
 - a. Exchange Online Mailboxes
 - b. SharePoint Online
 - c. Microsoft Teams
 - d. OneDrive for Business
 - e. QuickBooks
2. Shared Mailboxes are also counted as users, which may increase pricing based on number of users/accounts to be backed up.

E. TRANSITION REQUIREMENTS

1. Knowledge transfer from incumbent vendor
2. Documentation handoff
3. Credential transfer
4. 30 day transition timeline
5. Little to no service interruption

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.**

A. 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:

1. The RFP Title and RFP # of which Vendor is submitting a proposal.
2. Notwithstanding any exceptions identified pursuant to Paragraph 5 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.
3. 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.
4. A statement that the Vendor acknowledges that all documents submitted in response to this RFP may be subject to disclosure.
5. Exceptions, if any, to any terms and conditions of the RFP and attachments, including insurance.

B. STATEMENT OF MINIMUM QUALIFICATIONS

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

C. 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**) and endorsement to NAHAC.

D. 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.

E. REFERENCE CHECKS

Reference checks may be conducted for each Vendor.

F. QUESTIONNAIRE

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

G. 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.

H. 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 and the contract terms attached as **Appendix E: Form Agreement**, as finally negotiated, and approved by NAHAC. NAHAC reserves the right to negotiate additions, deletions, or modifications to the terms of proposals submitted and the attached contract terms.

V. WRITTEN QUESTIONS AND ANSWERS

NAHAC will accept questions and/or comments in writing received by email regarding this RFP.

Questions must reference on the subject line the identifying RFP number: RFP #01526NAHAC and be emailed to AGavilanes@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 addressed in writing and responses posted on NAHAC’s website www.nahac.org/resources 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	04/29/2026 @ 12:00 PM
Answers posted to website www.nahac.org	On or about 05/05/2026
Deadline for submitting second set of questions	05/07/2026 @ 2:00 PM
Answers posted to website www.nahac.org	On or about 05/12/2026
Deadline for submittal of Appendix C: Questionnaire	No later than 4:30 PM on 05/11/2026
Deadline for submission and opening of proposals	No later than 4:00 PM on 05/15/2026
Evaluation period (approximate time frame)	05/18/2026 – 06/01/2026
Selection of vendor	On or about 06/05/2026
Anticipated Board of Directors (BOD) approval	Week of 06/15/2026
Approximate contract start date (contingent upon BOD approval and execution of formal agreement)	07/01/2026

VII. SUBMISSION OF PROPOSALS

All proposals must be received **no later than the deadline stated in Section VI. Timeline**. The preferred method of submission is a hand delivered or express mailed sealed envelope with one (1) original, six (6) copies, and one (1) flash drive. Electronic submission is acceptable in a single PDF.

The envelope must include the 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.

Address for proposal delivery:

AJ Gavilanes, Administrator
Nevada Affordable Housing Assistance Corporation
3016 West Charleston Blvd., Suite #160
Las Vegas, NV 89102

Electronic submissions in PDF format may be emailed to: AGavilanes@nahac.org

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

A. 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.

B. PROPOSAL EVALUATION

Proposals that pass the initial evaluation review will undergo an evaluation process conducted by NAHAC's Management Staff and/or qualified NAHAC Vendor 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. Adherence to RFP Instructions
2. Company Information: Experience, Expertise and Key Personnel

3. Project Understanding
4. Requirements: Completeness of Responses
5. Proposed Deliverables
6. Fee Proposal

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

A. 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.

B. 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.

C. 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.

D. 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 (<https://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.

E. 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.

F. 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 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 5 years' experience providing Information Technology support and services.

- 2. _____ Stated vendor/individual will have certified personnel performing Information Technology support and services.

Signed: _____

Date: _____

Title: _____

APPENDIX B

INSURANCE

Unless expressly waived in writing by NAHAC, Vendor 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 vendors as defined in NRS 41.0307, for losses arising from work performed or /materials/equipment provided by or on behalf of Vendor. NAHAC shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Vendor on all policies. All policies shall be primary and non-contributory to any insurance maintained by NAHAC. Vendor shall not commence work before Vendor 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.**

Vendor shall maintain workers' compensation insurance as required per Nevada Revised Statutes Chapter 616B.

B. **Commercial General Liability - Occurrence Form.**

Vendor 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. **Technology Errors and Omissions and Cyber Liability Policy**

Vendor should maintain a Professional Liability Policy which includes combined coverage for Technology Errors and Omissions and third-party Cyber Liability policy.

1. \$1,000,000 per claim
2. \$2,000,000 annual aggregate

Coverages:

1. Technology Errors and Omissions
2. Network Security Liability
3. Privacy Liability
4. Regulatory/Administrative Fines

APPENDIX B

INSURANCE

(Continued)

D. Automobile

Vendor 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 \$1,000,000 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:

Name: _____ Phone: _____

Title: _____ Fax: _____

Email: _____ Website: _____

Company Background

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.

- A. Briefly describe your company's background and history of performing the services as described in this RFP.
- B. 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, and their professional credentials.
- C. Describe the turnover of the company over the past five years.
- D. Provide a brief, descriptive statement detailing evidence of the Vendor's ability to deliver the goods or services sought under this RFP.

Client Relationships

- A. 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 Vendor's services.

APPENDIX D

FEE PROPOSAL

- A. The proposed fee shall include all costs and expenses for providing the goods or services to NAHAC as described in this RFP for the following:
 1. IT Support Services
 2. Helpdesk Support Services
 3. IT Backup Services

- B. The fee proposal must include, at a minimum, the following and expressly state that the proposed fees are guaranteed for the term of any resulting contract:
 1. Monthly cost per user
 2. Monthly cost per device
 3. One-time onboarding fee
 4. Hourly rates (in-scope and out-of-scope projects)
 5. Licensing assumptions

APPENDIX E

FORM AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into between Nevada Affordable Housing Assistance Corporation, a Nevada nonprofit corporation (“NAHAC” or the “Company”) and _____ a _____ (“_____” or “Contractor”), effective _____, 2026 (“Effective Date”). Company and Contractor are collectively referred to herein as the “Parties” and each individually, as a “Party.”

RECITALS

WHEREAS, _____ is a _____ that provides IT support services.

WHEREAS, NAHAC is a Nevada nonprofit corporation that provides foreclosure prevention assistance and other types of housing assistance to households in the State of Nevada.

WHEREAS, NAHAC has entered into an agreement with the Nevada Department of Business and Industry, Nevada Housing Division, (“Division”) to assist eligible households in Nevada, under the American Rescue Plan Act (“Act”), with preventing homeowner mortgage delinquencies, defaults, foreclosures, loss of utilities or home energy services and displacement of homeowners.

WHEREAS, Company desires to retain the services of Contractor, and Contractor desires to be retained according to the terms and conditions set forth in this Agreement.

WHEREAS, any payment made under or pursuant to an agreement for services entered into by Company, including this Agreement, involves Federal Funding that originated under the Act. The receipt of any payment pursuant to the terms of this Agreement imposes certain responsibilities and obligations on such recipient.

NOW, THEREFORE, based on the foregoing and on the mutual covenants and conditions set forth below, and based on the recitals set forth above (which are incorporated herein as a material part of this Agreement), Company and Contractor agree as follows:

1. Definitions.

1.1. “**Confidential Information**” means all information disclosed or known by one Party, either directly or indirectly in writing, orally or by drawings or observation of parts or

equipment, as a consequence of or through a relationship with the other Party, that is not generally known to the public or in the relevant trade or industry about the Party's business, products, processes, and services, including, but not limited to: molds; product designs; product specifications; manufacturing techniques; the identity of customers and suppliers; customer and supplier lists; customer and supplier files and information; customer credit information; personnel files; technical data; research and research plans; product plans; process descriptions; production methods; formulas or recipes; services; software; inventions; technology; designs; drawings; engineering; hardware configuration information; marketing; financial information; financial projections and budgets; historical and projected receipts, and revenues; capital spending budgets and plans; the names and backgrounds of key personnel; pricing information; cost and cost strategy information; business methods or practices; training or training processes; internal accounting controls and procedures; information concerning receipts, revenues and other financial information; marketing and promotional programs; data; planned development; price lists; market studies; business plans; the Party's current or any future and proposed work or projects, the facts that any such work or projects are planned, under consideration, or in production, as well as any descriptions thereof; computer software and programs (including object code and source code); computer software and database technologies and systems specially designed for the Party; and notes, analysis, compilations, studies, summaries, and other material prepared by or for the Party containing or based, in whole or in part, on any information included in the foregoing definitions of Proprietary, Confidential and Trade Secret Information.

1.2. “**Contractor Personnel**” means all employees of Contractor and any sub-contractor approved by Company (including any employees or contractors of such subcontractor) engaged by Contractor to provide the Contract Services.

1.3. “**Contract Services**” means services to be provided by Contractor to Company as described in the attached “Exhibit A” (“**Statement of Work**”) and any Amendment in writing signed by the Parties.

1.4. “**Contract Fee(s)**” means amounts to be paid by Company to Contractor as set forth in “Exhibit B” (the “**Fee Schedule**”) for Contract Services to be performed by Contractor hereunder.

1.5. “**Proprietary Information**” means all information that has commercial value in the business in which the disclosing Party is engaged. By way of illustration, but not limitation, Proprietary Information includes any and all technical and non-technical information including patent, copyright, trade secret, proprietary information and other intellectual property and techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, formulating recipes, and formulae related to the current, future and proposed products and services of the Parties, and includes, without limitation, respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information. “Proprietary Information” also includes proprietary or confidential information of any third party who may disclose such information to Company or to the Contractor in the course of the business.

1.6. “**Statement of Work**” means the document attached hereto as Exhibit “A” and made part of this Agreement, which describes the Contract Services to be performed by Contractor.

1.7. “**Term**” has the meaning set forth in Section 7.1.

1.8. “**Trade Secret Information**” shall include any information that is a Trade Secret as defined by the Nevada Uniform Trade Secrets Act or the Defend Trade Secrets Act (the “DTSA”). Any Trade Secret of Company will be entitled to all the protections and benefits under the DTSA, and any other applicable law. If any Trade Secret Information that Company deems to be a Trade Secret is found by a court of competent jurisdiction not to be a Trade Secret for purposes of this Agreement, such Trade Secret Information will, nevertheless, be considered Confidential Information for purposes of this Agreement. Contractor hereby waives any requirement that Company submit proof of the economic value of any Trade Secret.

1.9. “**Treasury**” means the U.S. Department of the Treasury.

1.10. “**Work Product**” means any and all work, including but not limited to all plans, manuals and specific materials, whether in the form of computer code, documentation, reports, notes, or in any other form, and any and all related copyrights, trademarks, patents or trade secrets, or other Confidential Information produced, performed, or created under this Agreement or the Statement of Work.

2. **Status of Contractor.**

2.1. **Relationship.** In the performance of the Contract Services, Contractor shall at all times act and be considered as an independent contractor with respect to Company, and not as an employee or agent.

2.2. **No Authority to Bind.** Contractor shall not have authority to, and shall not, bind Company to any contract or agreement with any third party unless expressly authorized to do so in writing by Company. It is not the intent of the Parties to create, nor shall this Agreement be construed as creating, a partnership, joint venture, employment relationship, agency relationship, or association, or to render the Parties liable as partners, co-venturers, or principals.

2.3. **Waiver of Benefits.** Contractor shall have no right to and hereby waives any right to any benefits Company may provide its employees, officers or other contractors, including without limitation, vacation and holiday time, sick leave, pension and profit-sharing plan contributions, life insurance, medical and/or health insurance, disability insurance, or any other benefits Company may from time to time provide to its employees, officers, or other contractors. Any and all Contractor Personnel retained, hired, engaged, or provided by Contractor will be independent contractors for, or employees of, Contractor and not employees of Company for any purpose whatsoever.

2.4. **Employment Matters.** Contractor, as an independent contractor, shall be solely responsible for paying any federal, state, or local payroll, social security, disability, workers' compensation, self-employment insurance, income and other taxes or assessments. Contractor shall, at Contractor's expense, pay and be fully liable and responsible for, and indemnify and hold harmless Company from, any assessments, fines or penalties relating to Company's failure to pay or withhold any and all taxes relating to any compensation paid pursuant to this Agreement. Neither Contractor nor Contractor Personnel will be eligible to participate in any employee-benefit programs maintained by Company. Contractor acknowledges that Company will not provide retirement benefits, social security, unemployment compensation, directors' and officers' liability insurance, disability insurance, worker's compensation insurance or similar coverage, health insurance or any other benefits to Contractor or any Contractor Personnel.

3. **Contractor's Obligations.**

3.1. **Contract Services.** Company hereby appoints Contractor and Contractor hereby accepts such appointment as an independent contractor to provide the Contract Services as set forth in the Statement of Work, as amended from time to time by written agreement of the Parties. As an independent contractor with respect to the Contract Services and any Amendment thereto, Contractor shall confer fully, freely and regularly with Company in the performance of Contractor's duties and responsibilities. Contractor shall perform all Contract Services in compliance with all applicable laws and regulations and shall ensure that Contractor Personnel also comply. Company will reasonably cooperate with Contractor in connection with the performance of the Contract Services provided by Contractor.

3.2. **Work on Company Premises.** To the extent that Contractor performs the Contract Services on Company's premises, Contractor and Contractor's personnel will obey all instructions and directions issued by Company for use of the premises or equipment.

3.3. **Contractor Personnel.** All Contractor Personnel providing Contract Services shown in the Statement of Work must be approved by Company. Contractor will not change the Contract Personnel assigned to perform the Contract Services without prior written consent from Company. Should Contractor propose a change in the Contractor Personnel that is not acceptable to Company, Company shall have the right to dispute the change. If, within five days, the Parties cannot agree upon a change, Company has the right to terminate this Agreement upon ten (10) business days' written notice in accordance with Section 6 Agreement.

3.4. **Progress Reports and Meetings.** Contractor agrees to: (a) provide Company with access to its online portal which contains the status of the Contract Services; and (b) participate in regular meetings to review the progress of the Contract Services. All services to be performed by Contractor, including but not limited to the Contract Services set forth in the Statement of Work, shall be subject to review by a Company manager, to whom Contractor will submit reports at Company's request concerning the Contract Services performed under this Agreement detailing the results of Contractor's work.

4. **Company's Obligations.**

4.1. **Programs, Data and Documentation.** Company agrees to make available to Contractor, upon reasonable notice, computer programs, data, and documentation required by Contractor to complete the Contract Services. Contractor shall use such programs, data and documentation only as permitted by and pursuant to this Agreement.

5. **Payment.**

5.1. **Payment for Contract Services.** Upon submission and approval of work performed, Company agrees to pay Contractor the Contract Fee for each service as set forth in Exhibit "B" for the term of this Agreement as outlined in Section 7. Contractor acknowledges and agrees that it will receive an IRS Form 1099-NEC from the Company, and that Contractor shall be solely responsible for all federal, state, and local taxes.

5.2. **Payment for Additional Contract Services.** If, upon written approval of Company, Contractor performs additional services outside the scope of the Statement of Work that exceed the Contract Fees, Company agrees to pay Contractor any and all additional fees at such rates mutually agreed to by the Parties, which will be set forth in a mutually agreed to amendment to the Statement of Work.

5.3. **Billings.** Contractor shall invoice Company for the Contract Services performed and accepted for the previous calendar month pursuant to the terms and conditions provided for in this Agreement. Contractor will submit one (1) invoice per month for the Contract Services. Each invoice will include documentation of the persons providing the Contract Services, and the date, description of work performed, and the hours of Contract Services provided, if applicable.

5.4. **Time of Payment and Detailed Invoices.** Unless otherwise agreed to in writing, Company will not make any advance payments under this Agreement, including any payments for the Contract Services or any part thereof. All payments due hereunder to Contractor will be made within fifteen (15) business days after Company's receipt of an itemized invoice therefore, with the amounts invoiced subject to Company's right to withhold any amounts in accordance with Section 5.5, below. Contractor shall provide invoices in accordance with Company's accounting policies and procedures approved by Company.

5.5. **Retention.** Notwithstanding any other provision herein, if, within fifteen (15) business days after receipt of an invoice, Company notifies Contractor of Company's good faith dispute of any additional fees over or in addition to the minimum monthly amount in Exhibit B, Company may withhold payment of such disputed amount, without penalty for up to thirty (30) calendar days from date of invoice. The Parties shall negotiate in good faith to resolve the dispute within 30 calendar days from Company's receipt of the invoice containing the disputed amount. Upon agreement as to the status of any disputed amount, Company shall pay such resolved amounts to Contractor within seven (7) calendar days of the date of resolution, or the original invoice due date, whichever is later.

6. **Amendment to Statement of Work.** Any and all additions, deletions, or modifications to the Statement of Work will be set forth in writing in an amendment to the Statement of Work executed by both Parties.

7. **Term and Termination.**

7.1. **Term.** The initial term of this Agreement shall be twelve months commencing on _____, 2026, and shall continue until termination pursuant to Sections 7.2 or 7.3. Any termination of this Agreement shall automatically terminate all Statements of Work as of the same termination date.

7.2. **Termination for Convenience.** Company shall have the right, in addition and without prejudice to any other right or remedy, to terminate this Agreement without cause or for its own convenience by giving three (3) months' prior written notice ("Wind Down Period") to the Contractor of the termination date. In such event, Company will pay the Contractor an amount equal to three months of service at the monthly rate of \$ _____. Pursuant to this Section, during the Wind Down Period, Contractor shall perform all tasks necessary to complete the stoppage of the Contract Services. Notwithstanding anything to the contrary contained herein, Company will not be responsible to reimburse the Contractor for any of its prospective profits or for any of its continuing contractual commitments to subcontractors, suppliers or vendors, or damages for cancelling such contractual commitments and the Contractor shall make all of its subcontracts and other commitments for labor and materials for the Contract Services subject to this provision.

7.3. **Termination for Cause.** Either Party, as applicable, shall have the right, in addition and without prejudice to any other rights or remedies, to terminate this Agreement as follows:

7.3.1. **By Contractor.** Upon ten (10) business days' written notice, if Company fails to pay the amounts due to Contractor pursuant to Section 5 of this Agreement;

7.3.2. **By Company.**

7.3.2.1. Upon ten (10) business days' written notice and payment to Contractor of all Contract Fees accrued through the date of termination, should Contractor change technical personnel to provide Contract Services for Company, which change is not acceptable to Company because the assigned personnel lacks the necessary qualifications and or demonstrated skillset, as described in the written notice and Contractor refuses to provide personnel acceptable to Company;

7.3.2.2. Upon ten (10) business days' written notice, if Contractor fails to meet any mutually agreed upon milestones or other deadlines required to be met pursuant to this Agreement;

7.3.2.3. Upon ten (10) business days' written notice, if Contractor fails for any reason to perform duties hereunder;

7.3.2.4. Upon thirty (30) days' written notice to Contractor if funding is discontinued, nullified, or otherwise made obsolete by final legislative, judicial or executive action or if funding is no longer available to cover Contractor's ongoing costs.

7.3.3. By Either Party.

7.3.3.1. For any material breach of this Agreement, other than failure to make payment under Section 5 of this Agreement, which is not cured within ten (10) business days of receipt by the Party in default of a notice specifying the breach and requiring its cure;

7.3.3.2. Effective immediately upon written notice if: (a) all or a substantial portion of the assets of the other Party are transferred to an assignee for the benefit of creditors, to a receiver, or to a trustee in bankruptcy; (b) a proceeding is commenced by or against the other Party for relief under the bankruptcy or similar laws and such proceeding is not dismissed within sixty (60) days; or (c) the other Party is adjudged bankrupt.

7.4. Obligations on Termination. Upon termination of this Agreement, (i) Company shall pay Contractor any outstanding Contract Fees and expenses for Contract Services provided to and accepted by Company through the termination date; (ii) Contractor shall provide to Company all Work Product, whether or not completed; and (iii) thereafter the Parties shall have no further obligations pursuant to the terms of this Agreement except for those which by their nature are intended to survive, including but not limited to Sections 2.4, 8, 9, 10, 11 and 12.

7.5. Return of Materials. Contractor agrees to promptly return, within ten (10) days of termination of this Agreement or upon earlier request by Company, all files, documents and tangible items, including without limitation all Confidential Information, Trade Secret Information, and Work Product, together with all copies and abstracts thereof, in whatever format, in Contractor's possession or control and supplied by Company in conjunction with the Contract Services. Notwithstanding anything to the contrary contained in this Section 7.5, Company shall have the option, for a price and upon terms and conditions to be mutually agreed upon, to have Contractor securely store certain Information for Company.

8. Ownership and Work Product.

8.1. Ownership. Each Party shall always retain the exclusive ownership of its Pre-existing Material. "Pre-Existing Material" shall mean and include, but not be limited to all intellectual property rights, information, knowledge, experience and know-how (including processes, ideas, concepts, methodologies, tools and techniques), reports, object or source code, writings, flow charts, templates, outlines, exhibits, diagrams, sketches, inventions, discoveries,

designs, methods, device, illustrations, drawings, models, reports, methods, material, procedures, protocols or residuals developed or conceived, independent of and/or prior to the rendition of Services, unless otherwise agreed in a separate written agreement and Scope of Work.

9. **Confidential, Proprietary, and Trade Secret Information.**

9.1. **Immunity.** An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of Trade Secret Information that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of Trade Secret Information that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the Trade Secret Information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

9.2. **Confidentiality.** Each Party acknowledges that it may receive Confidential Information from the other Party while carrying out the actions contemplated by this Agreement. Confidential Information includes all information one Party receives from the other Party, except anything designated as not confidential. During the period this Agreement is in effect, and at all times afterwards, each Party, and its employees, agents and contractors, will (a) safeguard the other Party's Confidential Information with the same degree of care that it uses to protect its own Confidential Information; (b) maintain the confidentiality of this Confidential Information; (c) not use such Confidential Information except as permitted under this Agreement; and (d) not disseminate, disclose, sell, publish, or otherwise make available this Confidential Information to any third Party without the prior written consent of the disclosing Party.

9.3. **Data Security and Notice of Breach.** Contractor shall implement and maintain security measures that are commercially reasonable in light of the type of Contract Services that are designed to meet the following objectives: (a) maintain the security and confidentiality of Confidential Information; (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Confidential Information; and (c) protect against unauthorized access to or use of the Confidential Information. If, during the Term of this Agreement, Contractor has access to protected personal or financial information of Company or Company's clients ("Personal Information"), Contractor agrees to appropriately safeguard all such Personal Information and comply with all provisions of any privacy laws applicable to Contractor or to Company's clients. Such obligations relate to the collection, processing, use, storage, disclosure and/or disposal of Personal Information obtained or accessible by Contractor or any Contractor Personnel. Should Contractor or Contractor Personnel experience a breach of the security of any system it maintains to protect the Confidential Information and Personal Information of Company and Company's clients, or should any unauthorized release of Confidential Information occur (collectively and "Incident"), Contractor will complete a Company Information Security Incident Report (ISIR), in the form contained in the ISSP provided by Company as of the date of execution of this Agreement,

and submit the ISIR to the Company CEO per the ISSP. Contractor should submit the ISIR as soon as reasonably possible. Contractor agrees to work with Company to remediate any issues discovered by Contractor and/or the Company designated and approved Incident responders for any items explicitly covered by the attached Statement of Work to the extent that it is possible to remediate using the existing Contractor provided services within the Statement of Work. Any Incident Response that falls outside the attached Statement of Work may be undertaken by Contractor without written authorization from the Company provided there is an emergency that requires immediate action. However, notwithstanding any emergency situation, for all work that falls outside the Statement of Work, Contractor shall contact the Company's CEO for written approval of the work and any work undertaken prior to obtaining such approval shall not exceed \$2500.00.

9.4. Limitation on Confidentiality Restrictions. This Section 9 does not apply to any information that: (a) is already lawfully in the receiving Party's possession (unless received pursuant to a nondisclosure and/or confidentiality agreement); (b) is or becomes generally available to the public through no fault of the receiving Party; (c) is disclosed to the receiving Party by a third party who may transfer or disclose such information without restriction; (d) is required to be disclosed by the receiving Party as a matter of law (provided that the receiving Party will use all reasonable efforts to provide the disclosing Party with prior notice of such disclosure and to obtain a protective order); (e) is disclosed by the receiving Party with the disclosing Party's approval; or (f) is independently developed by the receiving Party without any use of Confidential Information. In all cases, except if prohibited by law, the receiving Party will use all reasonable efforts to give the other Party ten (10) days' prior written notice of any disclosure of such pursuant to Section 9.4.

9.5. Nondisclosure (Confidentiality) Agreements. No information regarding the Contract Services shall be disclosed to any Contractor Personnel until such person, entity or organization has executed an agreement to protect the confidentiality of Company's Confidential Information and Company's absolute and complete ownership of all right, title and interest in the work performed under this Agreement. All records, files, and working papers with regard to the Contract Services are to be the sole property of Company or its affiliates, are subject to the confidentiality obligations set forth below, and shall be given to Company upon the termination of this Agreement or immediately upon the request of Company. Any Confidential Information provided to Contractor by Company during the Term of this Agreement shall be considered confidential and may only be used by Contractor in providing the Contract Services under this Agreement and may not be revealed by Contractor to any third parties either during or after the Term of this Agreement without the prior written consent of Company. Contractor's confidentiality obligations shall not apply:

9.5.1. to disclosures that are required for the proper performance of the Contractor's obligations hereunder including without limitation disclosures to its directors, officers, Contractor Personnel or advisors;

9.5.2. to disclosures which the Contractor is required to make by law, statute or any other regulation; or

9.5.3. to information which is or comes into the public domain otherwise than by a breach of the terms of this Agreement.

10. **Warranties, Disclaimer, Limitation of Liability.**

10.1. **Warranties.** Contractor warrants as follows: All Contract Services rendered pursuant to this Agreement shall be performed by Contractor Personnel. Contractor may use subcontractors to provide the Contract Services upon written approval of Company provided that all subcontractors have agreed in writing to be bound by the terms of this Agreement, including Company's Confidentiality Agreement, if requested by Company. Contractor shall remain liable for any subcontractor's compliance with the terms of this Agreement and performance of the Contract Services.

10.2. **Compliance with Specifications.** The Contract Services will strictly comply and perform in accordance with the descriptions, specifications and/or requirements in the Statement of Work (including performance capabilities, completeness, specifications, configurations, and function) and any amendments thereto.

10.3. **Performance Standard.** The Services performed under this Agreement shall be performed in a thorough and workmanlike manner in accordance with commercially reasonable standards within Contractor's industry and applicable law and in accordance with all of Company's policies. Contractor agrees to adhere to Company's standards and practices, as communicated to Contractor in writing, including but not limited to areas involving operations, process, security, documentation, escalation and resolution of issues.

10.4. **Conflicts with this Agreement.** Neither Contractor nor, to the best of Contractor's knowledge, any Contractor Personnel is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. Contractor has the right to disclose or use all ideas, processes, techniques and other information, if any, that Contractor has gained from third parties, and that Contractor may disclose to Company in the course of performance of this Agreement, without liability to such third parties. Contractor has not granted any rights or licenses to any intellectual property or technology that would conflict with Contractor's obligations under this Agreement. To the best of Contractor's knowledge, Contractor will not infringe upon any copyright, patent, trade secret or other property rights of any Company, any former employer or third party in the performance of the Contract Services. Contractor will not grant any rights in any part of the Work Product, any derivative products based thereon (if developed by Contractor), or any existing technology owned by Contractor incorporated into the Work Product to any third party that are inconsistent with the rights granted or assigned herein to Company.

10.5. **Noninfringement.** The Contract Services will not violate or in any way infringe upon the rights of any third party, including property, contractual, employment, trade secrets, proprietary information, and nondisclosure rights, or any trademark, copyright, or patent rights. Contractor will not utilize any intellectual property of any third party without prior written consent from Company and the third party.

10.6. **Limitation of Liability.** Neither party will be liable to the other for any incidental, consequential, indirect, punitive, or exemplary damages arising from or related to this Agreement, regardless of the type of claim, whether in contract, tort, negligence, strict liability or otherwise, and regardless of the cause of such damages.

11. **Indemnification.**

11.1. Company shall indemnify Contractor and hold Contractor harmless from and against all claims, demands, causes of action, actual losses, actual damages, actual liabilities, actual costs and expenses, including reasonable attorneys' fees and actual expenses arising from, that are attributable to or resulting solely from the willful misconduct and/or gross negligence of Company and/or its employees.

11.2. Contractor agrees to indemnify, defend and hold harmless Company, its subsidiaries and affiliates, and their respective directors, officers, employees, and agents from and against any and all losses, claims, actions, suits, liabilities, penalties, costs, and expenses (including reasonable attorneys' fees) including, but not limited to: (i) injury, bodily or otherwise, to or death of persons; (ii) damage to or destruction of property belonging to Contractor, Company or others; (iii) violation of any law, regulation, decree, code, ordinance, or other act of any governmental authority; (iv) any claim or liability to the extent the same arise out of or are in any way connected with Contractor or its subcontractors' misconduct, negligence or breach of the Agreement; and (v) any claim that the Contractor's work product infringes rights of third parties, including property, contractual, employment, trade secrets, proprietary information, and nondisclosure rights, or any trademark, copyright, or patent rights. Company agrees to notify Contractor promptly of any matters to which the foregoing indemnity may apply and of which Company has knowledge. This indemnity survives termination of the Agreement.

11.3. The indemnifying Party (the "Indemnifying Party") will, at its expense defend the Party entitled to indemnity (the "Indemnified Party") and pay all costs and damages made in settlement or awarded against Indemnified Party provided that Indemnified Party: (i) gives prompt written notice of any such claim; (ii) allows Indemnifying Party to direct the defense and settlement of the claim; and (iii) provides Indemnifying Party the authority, information, and assistance reasonably necessary for the defense and settlement of the claim. The Indemnifying Party shall not settle a claim without the written consent of the Indemnified Party; such consent shall not be unreasonably withheld. The Indemnifying Party will obtain the prior written approval, which approval will not be unreasonably delayed or withheld, of the Indemnified Party for any non-cash aspect of a proposed settlement of such claim before entering into any settlement of such claim or ceasing to defend against such claim.

12. **Non-exclusivity, Subcontracting.**

12.1. **Non-exclusivity.** Company acknowledges that Contractor may be performing similar services for businesses other than Company. This Agreement does not prohibit Contractor

from performing those services provided that Contractor complies with its obligation under this Agreement.

12.2. **Subcontracting.** Any subcontract made by Contractor with the consent of Company shall be in writing and incorporate terms consistent with the terms of this Agreement, including but not limited to Sections 9, 10, and 11.

13. **Nevada Public Records Act.**

Company, its directors, officers, agents, employees and advisors will not be in breach of this Agreement as a result of any public disclosure required by the Nevada Public Records Act (NRS Chapter 239).

14. **Uniform Guidelines in 2 C.F.R. §200.**

Contractor hereby acknowledges and agrees that any payment made or received under this Agreement is an administrative expense and is subject to the requirements under Section 3206 of the Act and the Uniform Guidelines in 2 C.F.R. § 200 *et seq*, and Contractor hereby agrees to comply with any and all requirements thereunder as if the same were spelled out in its entirety and incorporated herein.

15. **American Rescue Plan Act.**

Contractor hereby agrees that it shall perform the Contract Services in full compliance with the Act, and all other applicable federal, state and local laws, regulations, regulatory guidance, statutes, ordinances, codes and requirements applicable to the provision of the Contract Services (collectively, the "Applicable Laws").

16. **Compliance with Federal Law.**

16.1. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16.2. Pursuant to Executive Order 13513, Contractor should encourage its employees, and contractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

16.3. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence

of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. Contractor shall inform its employees in writing of the rights and remedies provided under this Section, in the predominant native language of the workforce. The list of persons and entities referenced in the paragraph above includes the following:

- 16.3.1. A member of Congress or a representative of a committee of Congress;
- 16.3.2. An Inspector General;
- 16.3.3. The Government Accountability Office;
- 16.3.4. A Treasury employee responsible for contract or grant oversight or management;
- 16.3.5. An authorized official of the Department of Justice or other law enforcement agency;
- 16.3.6. A court or grand jury;
- 16.3.7. A management official or other employee of Company, Contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct;
- 16.3.8. A State representative who has the responsibility to investigate, discover, or address misconduct; and/or
- 16.3.9. A management official or other employee of Company, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

16.4. During the performance of the Contract Services, Contractor and Contractor Personnel shall not unlawfully discriminate, harass or allow harassment, against any person because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex, gender, gender identity, gender expression, sexual orientation, familial status, disability (including HIV and AIDS), genetic information, citizenship, primary language, immigration status, or any other basis prohibited by applicable state or federal law. Contractor, its employees and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractor and Contractor Personnel shall comply with the provisions of the Federal Fair Labor Standards Act; the Americans with Disabilities Act and the Age Discrimination in Employment Act; Sections 501 and 505 of the Rehabilitation Act of 1973; the Civil Rights Act of 1991; Title VII of the Civil Rights Act of 1964, as amended; the Consolidated Omnibus Budget Reconciliation Act of 1985; the Employee Retirement Income Security Act; Nevada Fair Employment Practices

Act (NRS Chapter 613); Federal Fair Housing Act; Nevada fair housing laws; and the applicable regulations promulgated thereunder. Contractor and Contractor Personnel shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. In the event of Contractor or Contractor Personnel's noncompliance with the nondiscrimination clause of this Agreement or with any such laws, this Agreement may be suspended or terminated for cause, in whole or in part, in accordance with Section 7. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement so that such provisions will be binding upon each subcontractor.

17. **General.**

17.1. **Injunctive Relief.** The Parties agree that damages would be an inadequate remedy in the event of a breach of this Agreement by either Party. Therefore, the Parties agree that both Parties are entitled, in addition to any other rights and remedies otherwise available to injunctive and other equitable relief in the event of a breach or threatened breach by either Party.

17.2. **Assignment.** Neither Party may assign or transfer its rights under this Agreement without the other Party's prior written consent, which will not be unreasonably withheld. However, the Contractor may not assign or subcontract any of Contractor's obligations or duties hereunder without Company's approval and subject to Section 10.1.1. This Agreement shall be binding upon the Parties, their respective heirs, successors, personal representatives and assigns.

17.3. **Entire Agreement.** This Agreement, along with the Exhibits attached and incorporated in this Agreement, constitutes the final and complete understanding between the Parties, and replaces and supersedes all previous oral or written agreements, understandings, or arrangements between the Parties with respect to the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by an authorized officer of each Party to this Agreement.

17.4. **Amendments and Waivers.** Any terms of this Agreement may be amended or waived only with the written consent of the Parties.

17.5. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or seventy-two (72) hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the Party to be notified at such Party's address or facsimile number as set forth below, or as subsequently modified by written notice.

If to Contractor, to:

Attn: _____

Telephone: _____

Email: _____

If to Company, to:

Nevada Affordable Housing Assistance Corporation

P.O. Box 15142

Las Vegas, NV 89114

Attention: Verise V. Campbell, CEO/COO

Telephone: 702-570-5579

Email: Vcampbell@NAHAC.org

17.6. **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Nevada, exclusive of any choice of law provisions.

17.7. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision was so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

17.8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

17.9. **Arbitration.** Any dispute or claim arising out of or in connection with any provision of this Agreement will be finally settled by binding arbitration in Las Vegas, Nevada in accordance with the rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules. The arbitrator shall apply Nevada law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the Parties may apply to any court of competent jurisdiction in Las Vegas, Clark County Nevada for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision.

Initials _____

Initials _____

17.10. **Waiver.** The failure of either Party to enforce any provisions of this Agreement is not a waiver of the provisions or of the right of that Party to subsequently enforce that, or any other, provision of this Agreement.

17.11. **Attorney's Fees.** In the event of any dispute between the Parties arising out of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs.

17.12. **Insurance.** Contractor agrees at all times during the Agreement to maintain in full-force and effect all of the insurance coverages as set forth in Exhibit "C." All insurance must be obtained from insurance companies with an A.M. Best's rating of at least "A, VIII" and otherwise

reasonably satisfactory to Company. The above insurance policies shall be primary, and any insurance coverage maintained by Company shall be excess and non-contributory. Contractor agrees to obtain a waiver of subrogation in favor of Company from its insurance carrier(s).

17.13. CONTRACTOR HAS HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL CONCERNING THIS AGREEMENT AND HAS OBTAINED AND CONSIDERED THE ADVICE OF SUCH LEGAL COUNSEL TO THE EXTENT CONTRACTOR DEEMS NECESSARY OR APPROPRIATE, THAT CONTRACTOR HAS READ AND UNDERSTANDS THE AGREEMENT, THAT CONTRACTOR IS FULLY AWARE OF ITS LEGAL EFFECT, AND THAT CONTRACTOR HAS ENTERED INTO IT FREELY BASED ON CONTRACTOR'S OWN JUDGMENT AND NOT ON ANY REPRESENTATIONS OR PROMISES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement on the respective dates set forth below.

**NEVADA AFFORDABLE HOUSING
ASSISTANCE CORPORATION**

By: _____
Name: _____
Title: _____

By: _____
Name: Jeneeah M. Girma
Title: President

Date: _____

Date: _____

EXHIBIT "A" STATEMENT OF WORK

EXHIBIT "B" CONTRACT FEE

EXHIBIT "C" INSURANCE