



**REQUEST FOR QUALIFICATIONS (RFQ) FOR
ARCHITECTURAL SERVICES
FOR MINOR HEALTH CENTER REMODEL**

NEVADA HEALTH CENTERS

June 2, 2021

**NEVADA HEALTH CENTERS REQUEST FOR QUALIFICATIONS (RFQ)
FOR ARCHITECTURAL SERVICES
FOR A MINOR HEALTH CENTER REMODEL**

Nevada Health Centers (NVHC) is 501c3 non-profit organization. We are Nevada's largest Federally Qualified Health Center (FQHC) and Nevada's primary provider of healthcare services to uninsured/underinsured, economically disadvantaged and geographically isolated children and adults.

NVHC invites the submittal of responses to this RFQ from qualified firms interested in providing architectural services in connection with the planning for a minor remodel at an existing health center. Responses are solicited for this service in accordance with the terms, conditions, and instructions set forth in the RFQ guidelines.

NVHC will receive responses to this RFQ at the offices of Stacey Giomi, Director of Facilities, 3325 Research Way, Carson City, NV 89706 until **3:00 pm on June 25, 2021**. The Request for Qualifications document may be obtained in the following manners:

- Downloaded from the NVHC website: www.nvhealthcenters.org/RFQ
- Requested via email to: sgiomini@nvhealthcenters.org
- Requested via phone call to: 775.888.6661

Request for Qualifications documents may be sent via U.S. mail at the requester options, however, NVHC is not responsible to ensure timely delivery of mailed Request for Qualification documents.

Receipt of responses does not bind NVHC to any contract for said services, nor does it guarantee that a contract for the Project will be awarded.

I. PURPOSE OF RFQ

Nevada Health Centers invites the submittal of responses to this Request for Qualifications (RFQ) from qualified firm(s) interested in providing architectural services in connection with a minor facility remodel of our existing Elko health center as herein outlined.

II. LOCATION

NVHC is proceeding with construction of several relatively small scale project (as herein outlined) at our Health Center at 762 14th Street in Elko, Nevada.

III. OBJECTIVES

NVHC proposes to retain a highly qualified, capable firm(s) to act as the Architect during the entirety of the Project for a fixed price. Those firm(s) who participate in this RFQ process are sometimes referred to as “Respondents” and “Architects.” NVHC will give prime consideration to the Architect with significant, current experience in the development, design, and construction of health centers and/or with significant & current experience working a rural environment. NVHC reserves the right to negotiate with one or more parties and is not obligated to enter into any contract with any Respondent on any terms or conditions.

IV. SCOPE OF WORK

The selected Architect(s) will be required to perform architectural and engineering services as outlined below and to be specified more fully in a contract agreement to be negotiated after selection. The contract agreement will provide for payment for phases of work completed. Upon selection of a Respondent with whom negotiations will proceed, a specific Scope of Work will be developed. NVHC anticipates a contract which will include programming, design, production of computer generated renderings, submission of a complete set of plans, obtaining a construction permit, and construction monitoring to ensure contractor compliance with the developed plan. NVHC reserves the right to include additional project elements in the initial or subsequent professional services agreements as NVHC may (in its sole discretion) deem appropriate. NVHC will not use the standard AIA contract documents to secure the professional services herein described. The Architect will be required to retain and be responsible for all basic engineering disciplines such as mechanical, electrical, plumbing, fire protection, landscape architecture, civil engineering, and structural engineering as appropriate for the Scope of Work negotiated. The Architect is also required to identify and select the appropriate sub-consultants; however, NVHC reserves the right to approve proposed sub-consultants that will be associated with the Project.

The general scope of the project includes the following:

- A.** Installation of two (2) pre-engineered metal fabricated semi-cantilever parking stall covers.
 - 1. The pre-fabricated materials will be provided by NVHC and include a set of plans that have been approved by a Nevada registered Professional Engineer.
- B.** Electrical work needed to provide power, lighting, and potentially heat to the parking stall covers.
- C.** Removal and replacement of concrete walkways to facilitate the installation of the above noted parking lot covers and to accommodate the needed electrical work.
- D.** Replacement of an existing exterior metal doorway
- E.** Interior modification to an existing office to remove and enclose a doorway and to add a doorway in another office.
- F.** All work associated with the above.

V. PROJECT FUNDING

This project is funded by the Community Development Block Grant (CDBG) program of the U.S. Department of Housing and Urban Development (HUD). The selected contractor shall comply with CSBG rules and regulations and applicable State of Nevada Laws.

The awarded firm will be required to provide Elko County with their unique Duns & Bradstreet Data Universal Numbering System (DUNS) number prior to award. All consultants and sub-consultants must be registered and active in SAM.gov prior to signing of the contract.

The project will be paid to the contractor as a fixed price, however, all invoices are to be broken out into task, position, hourly rate, and hours worked. This will apply to any subcontractors used by the selected architect. No payment will be made for mark-ups, sub-consultant invoices or travel.

VI. SELECTION PROCESS

NVHC will use an evaluation panel to evaluate the submittals based upon the criteria noted below. The selected respondent then will negotiate with NVHC on fee and contract conditions. If a reasonable fee cannot be achieved with the respondent of choice, in the opinion of NVHC, negotiations will proceed with the second choice respondent until a mutually agreed contract can be negotiated.

VII. EVALUATION CRITERIA

The team will consist of: the NVHC Director of Facilities, a representative of a Nevada licensed contractor who has done business with NVHC, and a community volunteer who is experienced in the administration of CDBG programs at the State Government level.

The criteria used to evaluate the RFQ responses will include, but not be limited to, the following (items listed below are not listed in order of importance):

- A. Qualifications of Firm – Maximum of 10 points**

Qualifications of firm, specifically as they relate to this Project.

B. Firm Experience on Health Facility Projects – Maximum of 30 points awarded

Related project experience of the firm(s) and the individuals who would be assigned to this Project.

C. Available Resources to Complete Project – Maximum of 10 points awarded

This criterion would include the analytical, design tools, personnel, resources or methodologies commonly used by the firm that may be applicable to the project categories.

D. Firm Experience in Working with Elko Area Contractors – Maximum of 25 points awarded

This would include a list of projects and local contractors that the firm has worked with over the past five (5) years.

E. Responsiveness to RFQ – Maximum of 20 points awarded

This would include any documents submitted as part of the RFQ package and the firm's ability to provide the RFQ required materials.

F. Professional References – Maximum of 5 points awarded

VIII. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION

A. No Gratuities – Respondents will not offer any gratuities, favors, or anything of monetary value to any official, evaluator, or employee of NVHC for the purpose of influencing this selection. Any attempt by a Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, will be grounds for exclusion from the selection process. Accordingly, contacts with members of the Staff Evaluation Team, which are outside of the established process, should not be initiated.

B. All Information True – By submitting a response, Respondents represent and warrant to NVHC that all information provided in the response submitted shall be true, correct and complete. Respondents who provide false, misleading or incomplete information, whether intentional or not, in any of the documents presented to the Nevada Health Centers for consideration in the selection process may be excluded.

C. Insurance – The architectural firm that is selected will be required to provide proof of professional liability insurance.

D. Inquiries – Respondents are prohibited from contacting any NVHC board member or employee beyond the point of contact listed in this document. Process inquiries may be directed to Mr. Stacey Giomi, Director of Facilities at NVHC.

- E. Cost of Responses** – NVHC will not be responsible for the costs incurred by anyone in the submittal of responses.
- F. Contract Negotiations** – This RFQ is not to be construed as a contract or as a commitment of any kind. If this RFQ results in a contract offer by NVHC the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations. A sample contract is included at the end of this document for reference.
- G. No Obligation** – NVHC reserves the right to: (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate proposals; (4) accept any submittal or portion of submittal; (5) reject any or all Respondents submitting responses, should it be deemed in NVHC’s best interest; or (6) cancel the entire process.

IX. SUBMITTAL INSTRUCTIONS

Three (3) copies of the submittals must be delivered to Mr. Stacey Giomi, Director of Facilities at the address set forth below at or before **3:00 pm on June 25, 2021**. Proposals must be enclosed in a sealed envelope or package. Late submittals may not be considered.

Nevada Health Centers Inc.
Attn: NVHC Parking Stall Cover
3325 Research Way
Carson City, NV 89706

To enable NVHC to efficiently evaluate the responses, it is important that Respondents follow the required format in preparing their responses. **RESPONSES THAT DO NOT CONFORM TO THE PRESCRIBED FORMAT MAY NOT BE EVALUATED.**

Pages shall be no larger than letter size (8 ½” by 11”) Elaborate covers and permanent binders are not required. Each section of the submittal should be separated, either by a tabbed/labeled page or a plain page with the ensuring section identified.

X. CONTENT OF SUBMITTAL

Each response shall be submitted as outlined in this section. Please include an outside cover and/or first page, containing the name of the Project.

- **Section #1: Letters**

The first page following the divider shall be a letter transmitting the response to NVHC and stating that the proposal set forth in it remains effective for a period of 60 calendar days. At least one copy of the transmittal letter shall contain the original signature of a partner, principal, or officer of the Respondent.

- **Section #2: Firm Information**

- a. Firm name, addresses, and telephone numbers of all firm offices.
- b. Structure of firm, i.e., sole proprietorship, partnership, corporation, and size of firm.
- c. Years firm has been in business.
- d. Names of principals in firm.
- e. Primary contact.
- f. Organizational description.
- g. Description of firm's philosophy.

- **Section #3: General Company History/Qualifications**

- a. A brief history of the Architect and the services routinely provided in-house on municipal (or related) building projects.
- b. An organization chart that explains team member responsibilities.
- c. The resumes of all persons to be assigned to the project with their prospective roles identified.
- d. Documentation that the firms on the Architect's team (architects and engineers) are registered in the State of Nevada.

- **Section #4: Financial and Legal Status**

- a. List any actions taken by any regulatory agency against or involving the firm or its agents or employees with respect to any work performed.
- b. List all litigation against or involving the firm or its agents or employees with respect to any work performed.
- c. All insurance coverage the firm has which would be applicable.

- **Section #5: Experience and References**

- a. Discussion of Architect's experience in working with non-profits.
- b. List of all representative non-profit projects, whether ongoing or completed, including references that the firm has participate in over the past five (5) years.
 - i. Project name and location
 - ii. Year completed
 - iii. Short description of project
 - iv. Names, addresses, and phone numbers of owner and contact person tasked with daily responsibilities of project.
 - v. Names, addresses and telephone numbers of general contractor and engineer
- c. List of all projects currently under contract.

- **Section #6: Management and Organizational Approach** – on two pages or less, please describe your management and organization approach to the project. The following should be addressed within this description:

- a. Please describe your firm's understanding of the project.
- b. Describe how the firm will organize to perform the services.
- c. Provide procedures for assisting in the development of project scheduling, coordination of consultants, quality and cost control.
- d. Describe the architectural team's approach to communication with NVHC.

e. Description of Architect’s approach to code analysis and jurisdictional approvals.

- **Section 7: Review and Acknowledgement of Supplemental Conditions and Certifications** – The firm responding to this RFQ will need to acknowledge that they have reviewed all of the applicable supplemental conditions – this can be completed by initialing each supplemental condition and signing (as noted) on the Certification documents

XI. CONTACT AND QUESTIONS

Questions should be address to the project manager for Nevada Health Centers.

Stacey Giomi, Director of Facilities
Nevada Health Centers
3325 Research Way
Carson City, NV 89706
(775) 888-6661
sgiomi@nvhealthcenters.org

Supplemental Condition #1

EQUAL OPPORTUNITY CLAUSE FOR CONSTRUCTION OVER \$10,000

Note: This clause must be included in all construction contracts and subcontracts \$10,000 and over.

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of the race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(33F.R. 7804, May 28, 1968, as amended at 34 FR 744, Jan. 17, 1969; 40 FR 14083, Mar. 28, 1975)

Supplemental Condition #2

UNFAIR TRADE PRACTICES

Grantees or sub grantee recipients entering into contracts public construction, alteration, or repair of any public building or public works project subject to the prohibitions described in this Notice shall include the following provisions in all such contracts:

Restrictions on Public Buildings and Public Works Projects

(a) Definitions. "Component," as used in this clause, means those articles, materials, and supplies incorporated directly into the product.

"Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country –

- (1) If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;
- (2) If the title to 50 percent or more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;
- (3) If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;
- (4) In the case of a partnership, if any general partner is a citizen of the foreign country;
- (5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
- (6) In the case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a) (1) through (5) of this clause.

"Product", as used in this clause, means construction materials – i.e., articles, materials, and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, the grantee or sub grantee will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

(b) Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Register (USTR) (see paragraph (c) of this clause), or (2) supply any product under this contract of a country included

on the list of foreign countries that discriminate against U.S. firms published by the USTR.

- (c) USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country – Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (c) of Pub. L. 100-202.
- (d) Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.
- (e) Subcontracts. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (e) shall also be incorporated in all subcontracts.

**CERTIFICATION OF BIDDER/CONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

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

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

CERTIFICATION

“The Bidder (Contractor) shall complete the following statement by checking the appropriate boxes.

The Bidder (Contractor) has has not participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder (Contractor) has has not submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder (Contractor) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on Standard Form 100, 'Employee Information Report EEO-1' prior to the award of contract.” See www.eeoc.gov for more information.

Name & Title of Bidder/Contractor (Please Type)

Signature

Date

**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

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

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

CERTIFICATION

“The Subcontractor shall complete the following statement by checking the appropriate boxes.

The Subcontractor has has not participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Subcontractor has has not submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Subcontractor has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Subcontractor shall submit a compliance report on Standard Form 100, 'Employee Information Report EEO-1' prior to the award of contract.” See www.eeoc.gov for more details.

Name & Address of Subcontractor (Please Type)

Signature

Date

LOBBYING ASSURANCES – BIDDER/MAIN CONTRACTOR

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Signature _____
Bidder/Main Contractor: Authorized Official

Date

LOBBYING ASSURANCES - SUBCONTRACTOR

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

- (4) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (5) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (6) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Signature _____
Subcontractor: Authorized Official

Date

**CERTIFICATION OF CONTRACTOR OR SUBCONTRACTOR REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY OR
VOLUNTARY EXCLUSION**

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

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any Federal department, agency, or program.
2. Where either the contractor or subcontractor is unable to certify to any of the above statements, the contractor or subcontractor shall attach an explanation as to why a certification cannot be submitted.

Name of Contractor or Subcontractor

Name and Title of Authorized Representative

Signature

Date

AGREEMENT BETWEEN

AND

FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this _ day of _____, by and between _____, hereinafter called the CLIENT, and _____, hereinafter called the CONSULTANT.

WITNESSETH:

WHEREAS, CONSULTANT has represented that it has the expertise and staff necessary to perform certain consulting services in a competent and professional manner; and

WHEREAS, CLIENT wishes to retain CONSULTANT to perform those services in conjunction with the identified Request for Qualifications (RFQ)

Now, therefore, CLIENT and CONSULTANT, in consideration of the mutual covenants and other consideration set forth herein, do hereby agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE CONSULTANT

1.1. The CLIENT hereby engages the CONSULTANT and the CONSULTANT hereby accepts the engagement to perform consultation services.

1.2. PROJECT DESCRIPTION

The project will entail planning, design, completion of an approved set of construction plans for improvements at the Nevada Health Center's facility located at 762 14th Street in Elko, Nevada. The project shall include installation of pre-fabricated metal parking stall covers, electrical, and minor interior remodeling and other items needed to comply with the grant funding agreement.

ARTICLE 2 - SERVICES OF THE CONSULTANT

2.1. SCOPE OF SERVICES

The scope of services will generally consist of the tasks delineated in Exhibit A, "Scope of Work", attached hereto and incorporated herein.

2.2. ADDITIONAL SERVICES

The CLIENT shall have the right to exercise its option(s) for any additional tasks or subtasks identified during the effective dates of this Agreement. CONSULTANT shall be informed of tasks in writing. CONSULTANT will prepare and submit an "Extra Work Order Authorization Form" reflecting the specific additional services requested. CLIENT will review and approve the additional work and CLIENT and CONSULTANT shall concur on an estimated budget. CONSULTANT shall undertake no work on any additional task without written authorization with the performance of said task.

ARTICLE 3 - RESPONSIBILITIES OF THE CLIENT

3.1. The CLIENT will:

3.1.A. Upon request and without cost to the CONSULTANT, provide all information that is reasonably available to CLIENT and pertinent to the Project including surveys, reports, available data and any other data relative to completing the project.

3.1.B. Provide access to and make all provisions for the CONSULTANT to enter upon CLIENT facilities and lands, as required for the CONSULTANT to perform its work under this Agreement.

3.1. C. Vest the CLIENT Manager or designated representative(s) with authority to act as the CLIENT'S representative with respect to the work to be performed under this Agreement. He shall have complete authority to transmit instructions, receive information, interpret and define the CLIENT'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.

ARTICLE 4 - PERIOD OF SERVICES

- 4.1. The period of services shall begin upon execution of this agreement and end December 30, 2022.

ARTICLE 5 - PAYMENTS TO THE CONSULTANT

- 5.1. CONSULTANT'S fee for the work described in Exhibit A, "Scope of Work", will be based upon a not-to-exceed fee of _____ pursuant with the itemized cost for each separate task identified in Exhibit A, attached hereto and incorporated herein by reference.
- 5.2. Payment for work accomplished for each major task may be invoiced monthly. The CLIENT will pay approved invoices within thirty (30) days of the date of invoice. Simple interest will be paid at the rate of 1% per month on all unpaid balances not paid within ninety (90) days.
- 5.3. The CLIENT shall notify the CONSULTANT of any disagreement with any submitted invoice for consulting services within thirty (30) days of receipt of an invoice. In the event there is a dispute as to the amount owed and the matter cannot be informally resolved within a reasonable period, either party may invoke remedies allowed by this Agreement. Any amounts not in dispute shall be promptly paid as provided in Section 5.2.
- 5.4 For the work described under Article 2.2. "Additional Services", the CONSULTANT'S fee will be in accordance with Exhibit B, "Schedule of Rates and Charges for Engineering Services".

ARTICLE 6 - LITIGATION

- 6.1. Except as required by Article 9, CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of CLIENT. Compensation for litigation services shall be paid at a rate of 1.5 times the normal hourly fees indicated in Exhibit B for litigation services.

ARTICLE 7 - TERMINATION

- 7.1. This Agreement may be terminated by either party upon seven days' written notice, should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party. In the event of termination, the CONSULTANT shall be paid at the rates specified in Article 5 for all services performed to the satisfaction of the CLIENT until the day termination is effective, including all reimbursements then due.

ARTICLE 8 - INSURANCE

- 8.1. The CONSULTANT shall not commence any work or permit any employee/agent to commence any work until satisfactory proof has been submitted to CLIENT that all insurance requirements have been met.
- 8.2. In conjunction with the performance of the services/work required by the terms of this Agreement, CONSULTANT shall obtain, unless excused in writing by the CLIENT, all types and amounts of insurance provided by the CONSULTANT'S insurance carrier.

ARTICLE 9 - SAVE HARMLESS

- 9.1. The CONSULTANT for itself, its successors and assigns, agrees to save CLIENT harmless from all liability and defense costs, including without limitation reasonable attorney fees incurred by the CLIENT in the defense of all claims or causes of action which may be made against CLIENT, which arise out of or connection with the CONSULTANT's willful or reckless acts, negligence, errors, or omissions in the performance of all services performed pursuant to this Agreement. Said obligation would extend to any liability to the CLIENT resulting from any action to clear any lien and/or to recover for damage to CLIENT property.

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

- 10.1. During the performance of this Agreement, the CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, sexual orientation or status as a parent, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, sexual orientation or status as a parent, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CLIENT setting forth the provisions of this nondiscrimination clause.

- 10.2. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that well qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, disability, sexual orientation or status as a parent, or national origin.
- 10.3. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each contractor.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

- 11.1. CLIENT and CONSULTANT bind themselves and their successors and assigns to the other party and to the successors and assigns of such party, with respect to the performance of all covenants of this Agreement. Except as set forth herein, neither CLIENT nor CONSULTANT, shall assign or transfer interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating a personal liability on the part of any officer or agent or any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and CONSULTANT.

ARTICLE 12 - NOTICE

- 12.1. Notices required under this Agreement shall be given as follows:

CLIENT:

CONSULTANT:

ARTICLE 13 - ATTORNEY'S FEES

- 13.1. In the event a dispute between the parties results in any arbitration or a proceeding in any Court of Nevada having jurisdiction, the prevailing party shall be entitled to an award of costs and a reasonable attorney's fee.

ARTICLE 14 - APPLICABLE LAW

- 14.1. Venue for the enforcement of this Agreement and any amendments shall be White Pine County, Nevada and all proceedings shall be governed by and construed in accord with the laws of the State of Nevada.

ARTICLE 15 - SEVERABILITY

- 15.1. If any part, term, article, or provision of this Agreement is, by a court of competent jurisdiction, held to be illegal, void, or unenforceable, or to be in conflict with any law of the State of Nevada, the validity of the remaining provisions or portions of this Agreement are not affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held invalid.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

*** SIGNATURES TO FOLLOW ***