

ALACHUA COUNTY HOUSING
AUTHORITY REQUEST FOR PROPOSALS

LEGAL SERVICES

DATE 03/23/2023

Alachua County Housing Authority
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ALACHUA COUNTY HOUSING AUTHORITY
REQUEST FOR PROPOSALS
FOR INDEPENDENT LEGAL SERVICES

1.0 BACKGROUND

1.1 The Alachua County Housing Authority

The ALACHUA COUNTY HOUSING AUTHORITY (ACHA) is the Public Housing Authority (PHA) for the County of Alachua.

ACHA has one AMP with approximately 270 public housing units. We also have one site that is non-public housing with 30 units. Our Housing Choice Voucher program is approximately 1000 units.

A five (5) person Board of Commissioners, authorized by State law is responsible for the development of housing policy and the authorization of expenditures. Operations and recommendations regarded planning strategies made to the Board of Commissioners are the responsibility of the Executive Director of the ACHA. The ACHA is an agency as stipulated in Florida Statutes 421 and is subject to all County and City ordinances and regulations.

1.2 Goals and Objectives

The ACHA is requesting qualifications from Legal services from firms or individuals interested in providing comprehensive legal services to the ACHA and Non Profit. The ACHA intends to enter into contract with qualified Legal firms or Individuals for a period of two base year, with a two year option to extend the contract term. Typical projects may include: serve as general counsel and represent ACHA in all legal matters; bring summary process actions in County Court representing ACHA interests in nonpayment of rent cases and termination of leases or any other legal matter as indicated herein.

2.0 SCOPE OF SERVICES

2.1 Statement of Work

The ACHA intends to award a contract to qualified lawyers or firms to provide day-to-day legal services necessary for the operation of the agency. The attorney or firm selected should at a minimum be able to provide the following services:

1. Serve as general counsel and represent the ACHA and Non Profits in any legal matters,
2. File lawsuits on behalf of the Housing Authority and serve as counsel on any matters pertaining to the case.

3. Represent the ACHA in court on lawsuits filed against it by contractors, residents, landlords, and others.
4. Bring summary process actions in County Court and to otherwise represent ACHA's interests in nonpayment of rent cases and termination of leases.
5. Provide written legal opinions on varying circumstances with respect to procurement regulations of the Local Government Code, Code of Federal Regulations, HUD Procurement Standards Handbook and others as necessary.
6. Review contracts (i.e. contracts for services, including professional services contract, construction contracts, non-dwelling occupancy leases or special purpose agreements, etc.) as needed, and provide advice for areas such as contract negotiation, and resolution of contract disputes.
7. Provide legal opinions and attend meetings as necessary for the resolution of disputes between the ACHA, Non Profits and Contractors and/or vendors.
8. Provide all necessary legal services as may be required by the acquisition of or disposition of property to certify conformance to Local, State and Federal regulations.
9. Provide all necessary legal services as may be required for financing, loans, Bond Issuance or Tax Credit of property to certify conformance to Local, State and Federal regulations
10. Represent the ACHA in informal hearings against residents or formally in a court of law as may be determined by the circumstances.
11. Represent the ACHA in personnel matters including, but not limited to, formulating procedures for hiring and terminating employees and any subsequent actions.
12. Attend Board of Commissioners meetings or other scheduled meetings as required and provide legal guidance. Normally, Board of Commissioners meet at least once per month.
13. Assist in preparing correspondence or other documents to contractors, vendors, agents, etc., as may be necessary to protect the Authority's interest for both the present and future.
14. Assist in the interpretation of regulations by Local, State, and Federal agencies.
15. Provide training as requested on ACHA Dwelling Lease, Section 8 Certification and Leasing Process and the eviction procedures and/or voucher withdrawal procedures to persons serving as Hearing Officers.
16. Provide legal representation and act as liaison with HUD's Legal Department, HUD's Offices, and USDA's offices, at a minimum.

In submitting a response, the Proposer acknowledges that the ACHA will not compensate the Proposer for any submission or contract negotiation costs, including costs of preparation, appearances for interviews, and/or travel expenses. It is essential that the Proposer selected as General Counsel will have the necessary knowledge, skills and experience to implement all aspects of the work. All work is to be performed with the highest degree of professional standards, in compliance with HUD regulations, ACHA policies and procedures, criteria and requirements, and State and local laws and regulations.

3.0 DETAILED QUALIFICATIONS STATEMENT

Statement of Proposer's Qualifications and Experience

This statement should include a brief biographical summary of the principal members of the firm with a highlight of the individual(s) who would primarily serve ACHA. A minimum of three (3) appropriate references should be included from clients with similar types of needs such as governmental, nonprofit or Housing Authority bodies or groups. Provide client name, contract name, address, and telephone number and indicate length and nature of relationship with the entity.

Proposal

The proposal should supply the following information (not all inclusive):

- Qualifications/Experience of the firm
- Qualifications/Experience of the individual(s) performing the services
- Professional References
- Cost for Services
- Payment Schedule
- Proof of Professional Liability Insurance
- Evidence that primary attorney and assigned attorneys are licensed by the Florida Bar

Transition

Each proposal should include a description of how the firm intends to assume responsibility of existing legal matters and how soon the firm, if selected, would be in a position to provide services.

Other

At the proposer's option, any relevant background data not specifically referenced above may be included to enhance the proposal submission. Areas of interest to the Commission include, but are not limited to, data concerning information or the number of successful evictions and specific training/knowledge related to HUD programs the firm has acquired. Experience in other affordable housing programs is also important.

Minimum Qualifications

The qualifications ACHA is seeking include the following:

1. All members of the firm practicing in Florida must be admitted to practice before the Bar in the State of Florida.
2. A member of the firm must be admitted to practice before the Federal judiciary and have litigation experience before the Federal Court.
3. Experience with litigation.
4. Familiarity with public housing legal issues including applicable State of Florida and Federal public housing and housing choice voucher regulations.
5. Familiarity and experience with Florida Statutes Chapter 83, Florida Landlord and Tenant Law.
6. At all times the firm and all individuals assigned to perform legal services must be free from conflicts of interest because of any other engagements, work performed or personal or business dealings. Any possible conflict must be disclosed.

Additional Preferred Experiences

The preferred qualifications ACHA view favorably includes:

1. Familiarity with public procurement law including litigation and dispute resolution.
2. Familiarity with regulatory analysis and litigation at state, County, and national levels.
3. Experience with labor and employment law.
4. Other benefits, capabilities and experiences the firm wishes to offer.

3.1 Evidence of the Firm's Ability to Perform the Work

Proposers will provide experienced, qualified and capable personnel to perform the functions and responsibilities outlined in Section 2.01 Statement of Work. Experience with public housing agencies is key. Each proposer must at a minimum provide at least the following information related to the principals and staff professional and technical competence. Resumes must be provided that succinctly summarize the experience and qualifications of the proposed Key Personnel who will actually perform the work. This is to include references (names, address, telephone and facsimile numbers) for each similar task these professionals have performed.

- (a) Key Personnel. Time commitments for each Key Person should be shown in relation to each major task, expressed in percentages. Time commitments for Key Personnel may vary over the course of the project. As such, a narrative

describing typical use of time over the course of the project should be provided.

- (b) Experience of Key Personnel. Experience of Key Personnel on projects of a similar size and nature. ACHA is particularly interested in knowing the experience of Key Personnel working with each other at the Firm on previous projects.
- (c) A staffing plan on who will be responsible for the tasks identified in Section 2.01 Statement of Work.
- (d) Firm Size. Proposers must indicate the size of the Firm. The firm size should be stated in the average volume of work per year. The size categories are as follows:
 - Small Firm \$ 2 - \$10 million per year
 - Medium Firm \$10 - \$20 million per year
 - Large Firm \$20 - \$50 million per year

ACHA will review and screen all written proposals based on the qualifications and criteria for selection. One or more finalists will be selected to be interviewed before the Board of Commissioners who will select a firm from the finalists.

The firm selected will serve as the attorney to the ALACHUA COUNTY HOUSING AUTHORITY Commissioners and its management, as well as the ACHA Non Profits.

ACHA reserves the right to accept or reject in part, or reject all proposals and to re-solicit new proposals. ACHA may also reject any proposals that are incomplete or non-responsive and any proposals that are submitted after the deadline.

3.2 Capability to Provide Professional Services in a Timely Manner

Proposers must discuss their approach or method in carrying out tasks identified in Section 2.01 Statement of Work.

3.3 Past Performance

Proposers must discuss their past performance in terms of cost control, quality of work and compliance with performance schedules. This should include the areas that follow.

- (a) Type(s) of projects previously involved. Proposers should identify those projects in which they have been previously involved. This should include the type of project, time-frame of the project, nature of involvement in the project, estimated cost and final cost.
- (b) Cost Control. Proposers should identify those cost control mechanisms it has in place to control the cost of the project

- (c) Quality of Work. Proposers should provide examples of past performances on projects of a similar nature listed in Section 2.01 Scope of Work.
- (d) References. Are to include the name, address, telephone and facsimile numbers.

3.4 LEFT BLANK

3.5 SBE/WBE/MBE/DBE and Section 3 Compliance

It is the policy of ACHA to encourage its contractors to understand, endorse and fully implement the policies and programs associated with expanding the business potential for small, women-owned, minority-owned and/or County of Alachua based business enterprises, as well as similar activities associated with low and very low income persons, notably those living in public housing, as described in "Section 3" requirements. Each Proposer must provide its policy statement on these matters, as well as its plan for meeting and fostering these objectives in terms of its own team and project expenditures.

3.6 Evidence that the Firm is Currently Licensed in the State of Florida and Carries Errors and Omissions Insurance

Proposers will be currently licensed in the State of Florida. Proposers should note that this is a "yes" or "no" criterion. Proposers will provide evidence of such licenses. If the Proposer is not licensed the Firm will be disqualified. This is a non-point scored criteria.

3.7 Clearances

Clearances must be obtained in order for a contract to become effective. It is the responsibility of the Proposer to provide clearances. The following clearances must be obtained specifically:

1. Firm or individuals are not disbarred by the federal government.
2. Firm or individuals are not listed in HUD's Limited Denial or Participation Lists.

4.0 EVALUATION CRITERIA

4.1 Review Team

The evaluation of proposals will be conducted by a Review Team. The Review Team will consist of 3-5 representatives from the ACHA. The Review Team will evaluate and score each responsive proposal using the method described in Section 4.02 Evaluation Criteria of this RFP.

4.2 Evaluation Criteria

The Review Team will review each proposal and rank the respondents according to the following evaluation criteria:

1.	Evidence of the Firm's Ability to Perform Legal Work and staff qualifications	0 - 40	Points
2.	Capability to Provide Professional Services in a Timely Manner	0 - 10	Points
3.	Past Performance	0 - 10	Points
4.	Knowledge of HUD Requirements, State, Local, Federal Law Relevant to Public Housing Agencies	0 - 25	Points
5.	SBE/WBE/MBE/DBE and Section 3 Compliance	0 - 15	Points
6.	Evidence that the Firm or Individual is Currently Licensed in the State of Florida	If "No" the A/E Firm Will Be <u>Disqualified</u>	
		TOTAL	100 POINTS

Each of the above aspects will be carefully evaluated to insure that the finalists have the experience and capability to handle the variety of legal issues the ACHA may encounter. Both experience of the firm and the qualifications of the primary individual assigned as the primary attorney will be carefully evaluated to determine the best candidate(s).

4.3 Process for Award

This Request for Proposal is the first step in a two-step process. All proposals will be evaluated by the ACHA Review Team and ranked in order from the most qualified to the least qualified based on their written proposal. The ACHA reserves the right to conduct oral interviews with any of the firms submitting proposals and to arrange office visits with those firms deemed qualified.

The ACHA Executive Director or his designee will conduct negotiations with the top-rated firms with respect to scope, services, fees and payments in accordance with Florida Statue and HUD requirements. Proposed fees associated for the work are subject to negotiation. If the ACHA is unable to reach an agreement on the fees with the most qualified firm then negotiations shall move to the next ranked firm and so on until an agreement is reached or it is determined appropriate to cancel the solicitation.

The Contract for Legal Services in this RFP document will be subject to the approval of ACHA's Board of Commissioners.

This RFP will result in a contract, the terms of which will be negotiated between the ACHA and the selected Proposer. The contract will commence on the date specified therein and shall terminate upon completion of all services required pursuant to the contract unless terminated as provided therein. The term of the contract will not exceed two years with a one to two year renewal option. The ACHA reserves the right to make multiple awards under this solicitation. The

ACHA also reserves the right to reject all proposals and/or make no award as a result of this RFP.

5.0 PROCUREMENT PROCESS

5.1 Availability of the RFP Package

The RFP package may be obtained in person from ACHA at 703 NE 1st Street, Gainesville, Florida 32601. RFP packages may also be mailed or emailed to interested parties.

5.2 Submission Place

Proposals will be submitted to:

ALACHUA COUNTY HOUSING AUTHORITY

703 NE 1st STREET

GAINESVILLE, FLORIDA 32601

(352) 372-2549

ken@acha-fl.com

5.3 Submission Method

One (1) original and five (5) copies of the written proposal shall be submitted in a sealed envelope marked "Response to Legal Services RFP."

5.4 Submission Date and Time

Proposals must be received by 4:00 p.m. on Friday, April 28th 2023. They will not be opened publicly. It is the Firm's responsibility to ensure that its proposal is delivered at the proper time and place.

Proposals which for any reason are not timely delivered will not be considered and will be returned unopened. Offers by telegram, facsimile or telephone are not acceptable. ACHA staff designated to receive proposals will determine when the specified time has arrived. No responsibility will attach to an officer, employee, or agent of ACHA for not recognizing or receiving a proposal which is not properly marked, addressed or delivered to the submission place using the submission method by the submission date and time.

5.5 Questions/Interpretations

Any questions concerning this RFP may be directed in writing to ken@acha-fl.com or sent to

the ACHA offices to the attention: Ken D. Armstrong. No interpretation will be considered binding unless provided in writing by the ACHA. Questions must be received by Monday April 17th, 2023.

5.6 Withdrawal of Proposals

Proposals may not be withdrawn for ninety (90) days from the submission deadline date.

5.7 Mistakes in Proposals

If a mistake in a proposal is suspected or alleged, the proposal may be corrected or withdrawn during any negotiations that are held. If negotiations are not held, or if best and final offers have been received, the Firm may be permitted to correct a mistake in its proposal and the intended correct offer may be considered based on the conditions that follow:

- The mistake and the intended correct offer are clearly evident on the face of the proposal.
- The Firm submits written evidence which clearly and convincingly demonstrates both the existing offer and such correction would not be contrary to the fair and equal treatment of other Firms.

Mistakes discovered after award will not be corrected unless the ACHA Counsel makes a written determination that it would be disadvantageous to the ACHA not to allow the mistake to be corrected. The approval or disapproval of requests of this nature will be in writing by the ACHA's Legal Counsel.

5.8 Execution of Proposal

The original proposal must contain a manual signature of an authorized representative of the Firm. The proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made on the proposal sheets must be initialed by the authorized representative. The proposal must include all documents, materials and information required herein.

6.0 CONTRACT PROVISIONS

6.1 Conflict of Interest

The Firm warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this contract and the Firm's organizational, financial, contractual or other interests are such that:

1. Award of the contract may result in an unfair competitive advantage; or
2. The Firm's objectivity in performing the contract work may be impaired. In the event the Firm has an organizational conflict of interest as defined herein, the Firm shall disclose such conflict of interest fully in the proposal submission.
3. The Firm agrees that if after award he or she discovers an organizational conflict of

interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Contracting Manager which shall include a description of the action which the Firm has taken or intends to take to eliminate or neutralize the conflict. ACHA may, however, terminate the contract if it is in its best interest.

4. In the event the Firm was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Manager, ACHA may terminate the contract for default.
5. The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the Firm. The Firm shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.
6. No member of or delegate to the U.S. Congress or Resident Commissioner shall be allowed to any share or part of this contract or to any benefit to arise. This provision will be construed to extend to this contract if made with a corporation for its general benefit.
7. No member, officer, or employee of the ACHA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the ACHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.
8. No member, officer or employee of the firm selected to perform the services described above shall, during the term of their contract, or for one year thereafter, have any interest, direct or indirect, in any contract that they are responsible for procuring, managing or overseeing on in the proceeds of any such contract.
9. ACHA reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

6.2 Cost of Proposal

All costs incurred, directly or indirectly, in response to this proposal will be the sole responsibility of and will be borne by the respondents.

6.3 Awards

A contract will be awarded in accordance with the terms and conditions of this RFP. ACHA reserves the right to negotiate and award any element of this RFP, to reject any or all proposals or to waive any minor irregularities or technicalities in proposals received as the best interest of ACHA may require.

6.4 Proposal Tabulations/Notification

After the award is made, a list of Firms submitting proposals will be posted for review by interested parties on the first floor of ACHA's Central Office and will remain posted for a period of ten (10) days. The list will be furnished upon written request only and will not be provided by telephone. Each unsuccessful vendor will be notified in writing promptly upon award. The notice will identify the successful Firm.

6.5 Form of Purchase

The acceptance of the proposed Firm's offer for the services specified herein will be made by issuance of a duly authorized contract prepared by ACHA. Vendors are cautioned to make no assumptions or accept any representations by any employee, member, officer or representative of ACHA concerning the award until a contract agreement is executed.

6.6 Government Restrictions

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful Firm to immediately notify the ACHA in writing specifying the regulation which requires alteration. The ACHA reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to the ACHA.

6.7 Nonconformance to Conditions/Specifications/Scope of Services

Services will be inspected for compliance with specifications. Services not conforming to specifications may not be accepted at the Firm's expense. Services not provided in accordance with the Scope of Services may result in the Firm being found in default. In the event of default all procurement costs may be charged against the Firm. Any violations of these stipulations may result in the Firm's name being removed from ACHA's proposal mailing list.

6.8 Assignment or Transfer

The successful Firm shall not assign or transfer any interest in the contract, in whole or part, without written approval of ACHA. Claims for sums of money due, or to become due from ACHA pursuant to the contract may be assigned to a bank, trust company or other financial institution. ACHA is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting of the contract is attempted in the absence of the Firm obtaining the ACHA's prior written consent.

6.9 Availability of Records

The Comptroller General of the United States, the Department of Housing and Urban Development (HUD), ACHA and any duly authorized representative of each, will have full and free access to, and the right to audit and to make excerpts and transcripts from, any and all pertinent books, records, documents, invoices papers and the like, of the vendor, or in the

possession of the Firm, which will relate to, or concern the performance of the contract.

6.10 Patents - Licenses and Royalties

The successful Firm shall indemnify and save harmless the ACHA and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or not patented invention, process or article manufactured or used in the performance of the contract, including its use by the ACHA. If the vendor uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials involved in the work. Further all residual right to Patents, Licenses and Royalties (e.g. software and license to use same purchased) shall revert to ACHA at the end of the Agreement.

6.11 Proprietary Rights and Patent Indemnity

- The successful Firm shall acknowledge that should the performance of the Contract result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvement and ideas, same shall be promptly reported to the ACHA, belong solely and exclusively to the ACHA without further consideration and without regard to the origin thereof, the Contractor will not, other than in the performance of the Contract, make use of or disclose same to anyone. At the ACHA's request, the Contractor shall execute all documents and papers and shall furnish all reasonable assistance requested in order to establish in the ACHA all right, title and interest in such inventions, discoveries and improvements or to enable the ACHA to apply for United States patents thereon, if the ACHA elects to do so.
- The Work Product materials shall not be disclosed, published or copyrighted in whole or in part by the Contractor. The right to copyright such materials will rest exclusively in the County. Further, the ACHA will have unrestricted and exclusive authority to publish, disclose, distribute and otherwise use, in whole or in part, any of the Work Product materials. All Work Product materials prepared by the Contractor shall be dated and shall carry the following notation on the Front Cover or Title Page: "The document was prepared for an is exclusive property of the ALACHUA COUNTY HOUSING AUTHORITY, a municipal corporation."
- The Contractor warrants that the performance of this Contract does not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. In the event of any claim or cause of action related to the above obligations of the Contractor by the third party against the ACHA, the Contractor shall defend at its expense and indemnify the ACHA against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.

6.12 Permits and Licenses

The successful Firm shall obtain all permits and licenses that are required for performing its work. The Firm shall pay all related fees and costs in connection with required permits and licenses. Proof of ownership shall be made on all software used in the execution of the contract. The Firm will hold ACHA harmless for any violation of software licensing resulting from breaches by employees, owners and agents of the Firm.

6.13 Taxes

The successful Firm is responsible for all state and federal payroll and/or social security' taxes. The Firm shall hold ACHA harmless in every respect against tax liability.

6.14 Advertising

In submitting a proposal, the Firm and their consultants agree not to use the results as a part of any commercial advertising.

6.15 Insurance

- a. Insurance. The selected Firm shall maintain at its expense during the term of the Contract the following insurance.
 - Worker's Compensation Employer's Liability in the amount of \$100,000 each accident; \$100,000 each disease; and \$100,000 for each disease/each employee.
 - Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance including residual liability insurance under Florida No Fault Insurance Law) in an amount not less than \$1,000,000 per occurrence.
 - Professional Liability Insurance in the amount of \$1 million.
 - General Liability Insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. The ALACHUA COUNTY HOUSING AUTHORITY shall be named as additional insured on all policies.
- b. Waiver. The selected Firm shall not hold the ACHA liable for any personal injury incurred by its employee, agent or consultant, contractor or subcontractor while working on this project. The Firm agrees to hold the ACHA harmless from any such claim by its employees, agents, consultants, contractor or sub-contractor, unless a Court having jurisdiction finds there is gross negligence of an employee of the ACHA while acting within the scope of their employment.
- c. The insurance company covering the Firm must be licensed to do business in the State of Florida.

6.16 Proof of Liability Insurance

The successful Firm shall furnish to ACHA a certified copy of the policy or policies covering the work as required in the specifications as evidence that the insurance required will be maintained in force for the entire duration of the contract with ACHA. ACHA must be listed as an additional insured.

6.17 Standards of Conduct

The successful Firm shall be responsible for maintaining satisfactory standards of its employee's or sub-contractors competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary.

6.18 Removal of Employees

The ACHA may request the successful Firm to immediately remove from assignment to the ACHA and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of Duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
3. Theft, vandalism, immoral conduct or any other criminal action,
4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment at the ACHA.

6.19 Supervision

The successful Firm shall provide adequate competent supervision at all times during the performance of the contract. To that effect, a qualified consultant and one or more alternates shall be designated in writing to the ACHA prior to contract start. The Firm or his designated representative shall be readily available to meet with ACHA personnel. The successful Firm shall provide the telephone numbers where its representative(s) can be reached.

6.20 Performance Evaluation Meeting

The selected Firm shall be readily available to meet with representatives of the ACHA weekly during the first month of the contract and as often as necessary thereafter. A mutual effort will be made to resolve any and all performance problems identified at these meetings.

6.21 Disputes

- a. Issues Causing Protest. Any Firm who disputes the reasonableness, necessity, or competitiveness, of the terms and conditions of this Solicitation or who has been adversely affected by a decision concerning a notice of intended or actual purchase award may file a written notice of protest with the contact person listed in the solicitation.
- b. Filing the Protest. The Firm must first advise the contact person listed in the solicitation in writing within 72 hours after receipt of the bid solicitation or intended or actual notice of award of his intent to file a formal written notice with the contact person listed in the solicitation.

- c. Content of Formal Written Notice. The formal written notice should be printed, typewritten, or otherwise duplicated in legible form. The formal written notice of protest should contain the information that follows:
 - i. The name and address of the Firm filing the protest and an explanation of how his substantial interests have been affected by the bid solicitation or by the ACHA's notice of intended or actual award.
 - ii. A statement of how and when the Firm filing the protest received notice of the bid solicitation or notice of intended or actual award.
 - iii. A statement of all issues of disputed material fact. If there are none, the protest must so indicate.
 - iv. A concise statement of the ultimate facts alleged, as well as the ACHA's policies which entitle the Firm filing the protest to relief.
 - v. A demand for relief the Firm deems themselves entitled.
 - vi. Any other information which the Firm contends is material.
- d. Response to Protest. Upon receipt of a timely filed Notice of Protest and meeting the above requirements, the solicitation process, or award process will be stopped until the protest is resolved. The Executive Director, with the Finance Manager's recommendation, if it is deemed necessary, may set forth in writing particular facts and circumstances which require continuance of the solicitation process on an emergency without the above mentioned delay in order to avoid immediate or serious danger to health, safety or welfare. This written determination will specifically detail the facts underlying the Executive Director's decision and will constitute final agency action.
- e. Informal Resolution. Upon receipt of the formal written notice of protest or intent to protest, the Review Team must attempt to resolve the protest on an informal basis. The Review Team will have seven (7) days after receipt of the formal written protest to resolve it through mutual agreement. If the protest is not resolved by mutual agreement within the required time, the formal written protest will be referred to the Executive Director.
- f. Resolution. The Executive Director may request such information pertaining to the matter as he deems appropriate. Within seven (7) days of the date that the formal written protest is referred to him, the Executive Director will notify the Firm making the protest his decision.

6.22 Federal, State and Local Reporting Compliance

The Firm shall provide such financial and programmatic information as required by ACHA to comply with all Federal, State and local law reporting requirements.

6.23 Non-discrimination

The Firm agrees that it will abide by County and City Ordinances and State Laws.

6.24 Section 3 Clause

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate or cause to be incorporated a "Section 3 Clause" in all contracts for work in connection with a Section 3 covered development. The Section 3 Clause is located in Attachment I of this RFP. All proposals must also include a Compliance Plan for Section 3 requirements.

The Compliance Plan for Section 3 requirements is located in Attachment I.

6.25 Project Personnel

Except as formally approved by ACHA, the key personnel identified in the accepted proposal shall be the individual who will actually complete the work, at the proposed levels of effort. Changes in staffing must be proposed in writing to ACHA and approved.

6.26 Payment

Pursuant to the schedule of deliverables or negotiations under each task order, the ACHA will make periodic payments for services provided. Please note that the ACHA currently pays for legal services at an hourly rate on an as needed basis.

Firm awarded a contract will provide a monthly invoice that contains a summary of activities with actual man hours of work performed by title, including any reimbursable expenses.

Upon review and acceptance of the invoice, payment will be due and payable.

6.27 Notices

All written notices required to be given by either party under the terms of the contract(s) resulting from the contract award shall be addressed to the Firm at their legal business residence as given in the contract. Written notices to the ACHA shall be addressed as provided in the contract.

6.28 Cancellation

Irrespective of any default hereunder the ACHA may also at any time at its discretion cancel the contract in whole or in part. In the event of cancellation, the Firm shall be entitled to receive equitable compensation for all work completed and accepted prior to such termination or cancellation as shall be indicated in the contract.

6.29 Laws

The contract shall be governed by the laws of the State of Florida.

6.30 Contract Documents

Written contract documents will be prepared by the ACHA. Modifications may be adopted

based on final negotiations and specific requirements of the contract under this particular RFP.

6.31 Travel

All travel and miscellaneous expenses will be borne by the Firm.

6.32 Contract Award

This Contract for Legal Services as requested in this RFP document may be subject to the approval of the ACHA's Board of Commissioners and the Department of Housing and Urban Development.

Attachment I

SECTION 3 CLAUSE ECONOMIC OPPORTUNITIES FOR LOW AND VERY LOW INCOME PERSONS

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contractors for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very-low income persons, particularly persons who are recipients of HUD assistance for housing.

B. The Parties to this contract agree to comply with HUD⁵ s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediments that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFRpart 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFRpart 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (I) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to this provision of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Compliance for Section 3 Requirements

The bidder is advised to thoroughly familiarize themselves with the regulation in 24 CFR 135. The bidder is responsible for complying with the regulations in its entirety.