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Pasco County Housing Authority

Request for Proposal 2023-02

Legal Services

Date of Issue: May 4, 2023

Questions Due: May 18, 2023

Proposals Due: June 5, 2023, 2:00 PM(EST)

Request for Proposal for Legal Services

I. Introduction

The Pasco County Housing Authority (PCHA) is requesting proposals from qualified, licensed and reputable entities to provide legal services to the Authority (its 'nonprofits or affiliates) on various matters related to the general business of the Authority and to the management of its different programs.

The PCHA is a non-profit organization created by Pasco County in 1973 and released from the County as a separate entity in 1977. The Authority was established in accordance with Florida Statutes to develop, manage, and maintain low income housing and housing assistance programs for low income families, disabled, elderly, and single citizens of Pasco County.

Interested parties must demonstrate a minimum of 10 years' experience as housing authority legal counsel and exhibit a broad range of representation in affordable housing, HUD programs (Public Housing, Housing Choice Voucher (HCV), Housing Opportunities for Persons With AIDS (HOPWA), Veterans Affairs Supportive Housing (VASH), Shelter Plus Care (SPC), Section 8 New Construction, among others) USDA - Rural Development programs, Refinancing and Bond related issues and Human Resources as described in the Scope of Work.

Interested firms cannot be on the OIG (Office of Inspector General) Exclusion or Disbarment list nor have any history of or pending lawsuits involving the Pasco County Housing Authority or any other State Housing Authority.

These services will be required on an as-needed bases. The PCHA will not provide a retainer fee but will reimburse the Attorney for time spent on cases and work assigned at an hourly rate on a monthly basis. The attorney will also be reimbursed for approved out of pocket expenses related to the service provided.

It is the intention of PCHA to award a contract for a term of three years (3 years) with two (2) one-year renewal options.

The RFP may be obtained online at [Pasco County Housing Authority](https://www.pascohousing.org/) under Procurement or by emailing the PCHA at procurement@pscocoountyhousing.org. One original and three (3) copies of the sealed proposal must be submitted.

Sealed Proposals will be received at the PCHA office no later than June 5, 2023 2:00 pm local time. Any proposal received after this date and time will be returned unopened to the Respondent. Proposal will be held in confidence and not released for public review until after final award is made.

Question regarding this RFP should be emailed to procurement@pscocoountyhousing.org.

All Proposals must be delivered to:

Pasco County Housing Authority
Attn: Procurement
RFP 2023-02 Legal Services
13931 7th Street
Dade City, FL 33525

The United States Department of Housing and Urban Development (HUD) as well as USDA Rural Development provide in part funding for this contract, all work performed must be compliant with all rules and regulations of these programs and all other applicable federal regulations; all work must also be performed in compliance with all state, county and local laws and regulations.

II. Minimum Eligibility Requirements

Proposer must meet the following requirements:

1. The Attorney shall have a minimum of ten (10) years of experience with:
 - a. Affordable housing
 - b. HUD programs
 - i. Public Housing
 - ii. Housing Choice Voucher (HCV)
 - iii. Housing Opportunities for Persons with AIDS (HOPWA)
 - iv. Veterans Affairs Supportive Housing (VASH)
 - v. Shelter Plus Care (SPC)
 - vi. Section 8 New Construction
 - vii. among others
 - c. USDA – Rural Development programs
 - d. Refinancing and Bond related issues
 - e. Human Resources
 - f. Housing Authority policies, general operations of a public agency, and applicable statutory requirements.
2. The Attorney's resume shall show particular experience in the specialized fields.
3. Each attorney performing the services under this RFP must be licensed in Florida and in good standing to deliver all services, with no disciplinary actions pending.

III. Scope of Services

The scope of services for which PCHA is soliciting proposals is generally to provide comprehensive legal services as Legal Counsel to the Pasco County Housing Authority. The selected firm shall furnish all labor and resources necessary to provide for such services.

A. General Legal Service

1. Fair Housing Law - As requested, assist PCHA staff with compliance with State and Federal housing laws including, but not limited to the Florida Residential Landlord Tenant Act, Title VIII of the Civil Rights Act of 1968, Title VI of the Civil Rights act of 1964, and other Federal acts and Executive Orders related to Civil Rights and discrimination.
2. Commercial Matters - Assist PCHA staff with review of contracts, leases, purchasing documents, various types of incorporation, insurance, civil procedure, building and construction law, financial instruments, and other commercial matters. Such commercial matters may include new market Tax Credit or other subsidy programs intended to aid the preservation or creation of affordable housing.
3. Labor and Employment Matters - As requested, assist PCHA staff with compliance with the Fair Labor Standards Act, Civil Rights Act of 1964, with the Occupational Safety and Health Act of 1970, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, and other State and Federal employment laws and regulations.
4. Real Estate Law -
 - a. Serve as advocate and legal strategist for construction, development, owner/operator needs related to multifamily affordable housing. Participate, as necessary, in negotiations, zoning and planning matters, special assessments, real property taxation matters, regulatory, and construction claims.
 - b. Provide services in connection with acquisition of land from various owners, including all improvements therein; and participate, as necessary, in negotiations and provide services in connection with disposition of property to potential developers or from HUD.
 - c. As requested, review, assist in developing, or prepare purchase/sale agreements documents, lease agreements, development agreements, and similar transaction related documents in the best interest of the client and to ensure conformance with all applicable local, state, and federal legal requirements.
 - d. Respond to questions from authorized representatives of PCHA pertaining to the Florida Administration Code Annotated regarding Public Housing Authority laws and HUD rules and regulations; or any technical, legislative, or other issues with legal consequences.

- e. Assist PCHA staff in matters pertaining to development or redevelopment plans and represent client interests at municipal proceedings.
 - f. Capacity or direct experience in alternative dispute resolution.
5. Compliance with HUD Requirements -The proposer will comply with the provisions of HUD Litigation Handbook 1530.1 REV-5 or any successor issuance.
- a. The proposer shall not, without HUD approval, represent any officer or employee of PCHA, in his/her individual capacity, in connection with potential civil liability or criminal conduct issues related to the operation of the PCHA.
 - b. The proposer has an obligation not to, and shall not, interfere with, disrupt, or inappropriately delay or hinder any authorized activity of HUD (including the Office of the Inspector General), the General Accounting Office (GAO), or the officers and employees of HUD and GAO. Any and all representation by the proposer cannot be inconsistent with the foregoing obligation. Specifically, the proposer shall not deny access to HUD, GAO, or the officers and employees of HUD and GAO, to PHA records in response to document demands by HUD, GAO, or the officers and employees of HUD, GAO, or the officers and agents of HUD and GAO, with “full and free” access to all their books, documents, papers and records.
 - c. The proposer shall make available for inspection and copying, by HUD (including the Office of Inspector General), GAO, and the officers and employees of HUD and GAO, all invoices, detailed billing statements, and evidence of payment thereof relating to the proposer’s engagement.
 - d. If HUD or PCHA determines that the proposer is violating any provision of this section, it shall timely notify the proposer of such violation. The proposer will then have 48 hours following its receipt of the notice of violation to cease and desist from further violation. PCHA, in its discretion, may terminate the professional legal services engagement for breach.

B. Routine Services

PCHA will need the successful proposer to assist in the following types of matters. This is not an exhaustive or an all-inclusive list of typical/routine services.

The Proposer may list services they would consider appropriate services to be included within their proposal, for example, routine advice to the Executive Director regarding operations and administration of program services. Services considered routine by the PCHA include:

1. Legal advice to the respective Boards. Attendance and guidance during any or all Board meetings (regular or special) and other meetings as requested and supervision pertaining to legality of the official resolutions and minutes of Board actions. Compliance with the Florida Open Meeting Law.
2. Legal advice to the PCHA and staff, when necessary regarding personnel actions, policies and procedures, including but not limited to employment compensation hearings, workers' compensation hearings, workers' compensation claims, employment discrimination claims and equal opportunity employment hearings.
3. Periodic review of the PCHA personnel and procurement manuals.
4. Preparation of MOUs with third parties for on-site services and community access. Service should contemplate proposer due diligence concerns, insurance or risk concerns, protection of property or people affected by the MOU.
5. Legal advice concerning insurance issues. Provide consultation to other attorneys representing the PCHA in litigation in which the PCHA's liability insurance carrier has retained counsel to represent the PCHA and, if needed appearance in said litigation on behalf of the PCHA.
6. Preparation of resolutions; preparation and / or review of contracts and other documents for legal correctness and acceptability.
7. Review of ordinances and resolutions, contracts, agreement, certifications, waivers, bonds and other documents for legal correctness and acceptability.
8. Advise or opine on the legitimacy of the public process or solicitation process that precedes the expenditure of public funds.
9. Review of potential conflicts of interest.
10. Provide a legal perspective and advice on the applicability of various regulatory or statutory provisions on day-to-day operations. Prepare memoranda or legal opinions. Considerations may involve procurement, licensing agreements, sovereign immunity, instrumentalities, affiliates, landlord/tenant, freedom of information, Sunshine provisions, Housing Choice Voucher administration, among others.
11. Prepare legal documents covering purchases and sale of land or operating assets, review, comment and memorialize easements, deeds, and other real estate transaction documents. Provide real estate closing services.
12. Review all agenda items for Board consideration or action to sufficiently advise on the action(s) contemplated.
13. Institute and bring to conclusion all Landlord /Tenant actions for the recovery of possession of dwelling units or for the collection of rents, and all related landlord /tenant matters up to any appeal above the administrative stage.

14. Advise on transactions, easements, due diligence, finance and security documents, HUD multifamily regulations, and applicable issues and regulations governing not-for-profit involvement in partnerships, development, and guaranty matters.

C. Non-Routine Services

The successful proposer may be asked to assist an alternate firm, (excluding insurance defense counsel) with particular depth in the following matters:

1. Prepare or advise on litigation or administrative proceedings that may likely result in litigation, as plaintiff or defendant on issues or claims arising from construction, constitutional, environmental, tax, or other subject matter where specialized representation is more customary and alternative counsel from the selected firm or outside counsel is required.
2. Proceedings before the Florida Supreme Court, Court of Appeals, Tax Court, Department of Revenue, Land Use Board of Appeals, Bankruptcy Court, or Environmental Protection Agency (EPA).
3. Alternative Dispute Resolution (ADR) for other than Landlord, Tenant or Program Participant matters related to the Housing Choice Voucher Program.
4. Should they be needed, the PCHA may request the selected firm to recommend or engage firms focused on litigation if deemed in the best interest of the PCHA. Services would be billed and invoiced on a fixed hourly rate as negotiated.

IV. Reservation of Rights

1. PCHA reserves the right to reject any or all proposals, to waive any informality in the solicitation process, or to terminate the solicitation process at any time, if deemed by PCHA to be in its best interest.
2. PCHA reserves the right not to award a contract pursuant to this solicitation.
3. PCHA reserves the right to recommend separate agreements based on responses. As the best interest of the PCHA may require, the right is reserved to make award(s) by individual items, all or none or any combination thereof. PCHA also reserves the right to name a secondary or backup firm, or recommend separate counsel be engaged for work related to the not-for-profit enterprises.
4. PCHA shall retain the right to have the successful proposer provide services in any matter that PCHA believes the legal firm is qualified to provide and if, in the opinion of PCHA, it is in the best interests of PCHA to do so.
5. PCHA reserves the right to terminate a contract awarded pursuant to this solicitation, at any time for its convenience or for proposer default upon ten days written notice to the successful proposer(s).

6. PCHA and /or Affiliates will reserve the right to, at any time during the ensuing contract period, and without penalty to the legal proposer retained as a result of this RFP, conduct additional competitive solicitations to retain additional legal proposer when, in the opinion of PCHA, it is in the best interests of PCHA to do so. Accordingly, the legal proposer retained as a result of this RFP shall have the right to also respond to any such additional solicitation process, if conducted.
7. Should a separate PCHA award be made, distinct from the not-for-profits PCHA reserves the right to increase or delete any scheduled items, and/or increase or reduce the quantity of any scheduled item as deemed necessary and to make other changes and modifications consistent with PCHA's policies, and the laws and regulations governing HUD programs.
8. PCHA reserves the right to determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this solicitation.
9. PCHA reserves the right to retain all responses submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Contracting Officer.
10. PCHA reserves the right to negotiate the fees submitted, terms of engagement and scope of work, and separate instrumentalities/affiliates agreements.
11. PCHA reserves the right to reject and not consider any response that does not meet the requirements of this solicitation, including but not necessarily limited to:
 - a. Incomplete responses and/or responses offering alternate or non-requested services;
 - b. Failure to use PCHA and HUD provided forms, or
 - c. Failure of the proposer to check for addenda or corrections and adhere to any revised requirements.
12. PCHA will not compensate any proposer for any costs incurred in preparing the response to this solicitation.
13. In the event of legal action PCHA will not waive trial by jury.
14. PCHA reserves the right to select Pasco County, Florida as the venue for any legal proceedings arising from this contract.
15. This request for proposal and any subsequent contract supersedes any other agreement with contractor/proposer.

V. Cost and Price Information

The proposer is requested to provide comprehensive cost/pricing for the entirety of service requirements as outlined in the Scope of Work. The primary point of contact is relevant. Any planned reassignment to lower cost personnel must be approved in advance to assure compliance with the minimum expectations of the solicitation. Proposer shall also refer to Exhibit D and section 12.2. of this solicitation document for additional details regarding compensation.

VI. Awarded Proposer's Responsibilities

1. The selected Proposer shall be responsible for the professional quality, accuracy, timely completion, and coordination of all services, as provided for herein, furnished by the Proposer and its principals, officers, employees and agents. In performing such services, Proposer shall follow practices consistent with generally accepted professional standards.
2. The Proposer shall be responsible for maintaining satisfactory standards of employees' competency, work product, conduct, courtesy, appearance, honesty, timeliness and integrity; and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.
3. The PCHA is a county-wide enterprise. All reasonably foreseeable conflicts of interest must be disclosed.

VII. Licensing and Insurance Information

Before a contract pursuant to this RFP is executed, the apparent successful proposer must hold all necessary, applicable professional licenses for the practice of law, and address the State of Florida and all other regulatory agency requirements necessary to provide legal services in Florida. The Proposer shall obtain, at the Proposer's expense, any permits, certificates and licenses as may be required in the performance of the work specified. All required licenses shall remain active and valid during the entire duration of the subsequent contract. PCHA requires Proposers to submit evidence of proper licensure.

1. Proof of Insurance shall be provided to PCHA prior to the execution of a contract. Unless otherwise stated by PCHA, the successful proposer(s) will be required to obtain and maintain the following insurance coverage during the entire Contract Term:
2. Proposer shall submit an original certificate evidencing the proposer's current Worker's Compensation carrier and coverage amount. Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement.
3. Professional Liability insurance. Proposer agrees, and hereby authorizes its insurer, to notify PCHA of any substantial change in such insurance coverage described herein. Substantial change includes, but is not limited to, events such as cancellation, non-renewal, reduction in coverage, or

receipt of a claim against such coverage with a potential recovery in excess of twenty percent (20%) of available coverage. PCHA shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change.

4. The premium cost of all insurance purchased by the Proposer for protection against risks assumed by virtue of the contract shall be borne by the Proposer and is not reimbursable by PCHA.
5. PCHA reserves the right, but not the obligation, to review and revise any insurance requirements, including limits, coverages and endorsements, based upon insurance market conditions affecting the availability and affordability of coverage. Additionally, PCHA reserves the right, but not the obligation, to review and reject any insurance policies, certificates of insurance, or insurer failing to meet the criteria stated herein.

VIII. Response Submission

All responses submitted pursuant to this solicitation shall be formatted in accordance with the following table. Each category shall be separated by numbered index dividers (where the number extends so each tab can be located without opening the response) and labeled with the corresponding tab reference also noted below.

Tab	Contents
1	Form of Proposal: Exhibit A of this solicitation document.
2	Form HUD-5369-C: Certifications and Representations of Offerors, Non-Construction Contract.
3	Profile of Firm Form: Exhibit B of this solicitation document with IRS Form W-9, Licenses, and Insurance Certificates.
4-10	Responses to Evaluation Factors 1 through 7: Submit Responses as Exhibits C, D, E, F, G, H and I (See Section 12).

1. It is preferable and recommended that the response be bound in such a manner that PCHA can, if needed, remove the binding to make copies then return the response to its original condition. PCHA suggests either comb type binding or three ring binding be used.

2. Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation.
3. **All information must be incorporated into a response to a specific requirement and clearly referenced.** Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
4. All information presented in response to this RFP must be included in the submitted response. There can be no information that is linked to a website that requires reviewers to access the website for consideration of content. Any such conditions will not be considered as part of the Proposer's proposal.
5. PCHA may award a contract on the basis of initial offers received, without discussions; therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.
6. All responses shall be submitted to the contact person and address and by the date specified on the first page of this solicitation document.
7. The proposer shall submit **one original signature copy (marked "ORIGINAL") and three (3) exact copies.** The original and all exact copies shall have the same cover, binding method, and extended tabs.
8. The proposer shall ensure the response is received by the time and date indicated on the first page of this solicitation document. The package shall clearly indicate the solicitation number and title. Submissions received after the noted deadline will not be accepted.
9. Do not fold or make any additional marks, notations, or requirements on the documents to be submitted. Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if such additional marks, notations, or requirements are entered on any of the documents submitted, such may invalidate that response.
10. By virtue of completing, signing, and submitting the completed documents, the proposer is stating agreement to comply with all of the conditions and requirements set forth within those documents.

IX. Administrative Terms and Conditions

In order to maintain a fair and impartial competitive process, PCHA shall avoid private communication concerning this procurement with prospective Proposers during the entire procurement process. From the issue date of this RFP until the final award is announced, Proposers are not allowed to communicate about this RFP for any reason with any PCHA staff, any member of the Board of Commissioners, except through the RFP Point of Contact, in writing via e-mail, or

as otherwise defined in this RFP or as provided by existing work agreements(s). Prohibited communication includes all contact or interaction, including but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. PCHA reserves the right to reject the proposal of any Proposer violating this provision.

1. Responses to questions shall be made via the form of addenda which will be posted on the PCHA website (www.pascocountyhousing.org).
2. Unless an answer or information is provided by PCHA in writing as part of an addendum, such information shall have no effect and may not be relied upon by the Proposer.

X. Notices

1. Any actual or prospective Proposer may protest the solicitation or award of a contract for serious violations of the principles of applicable PCHA Procurement Policy. Any protest against a solicitation must be received before the due date for the receipt of bid proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the contract award is posted on PCHA's website, or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter no later than ten (10) working days following receipt of the bid protest/award. The Contracting Officer may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. Following the issuance of the written decision, the proposer may appeal the initial decision to PCHA's Executive Director. PCHA's Executive Director shall then issue a decision on the appeal no later than ten (10) working days following receipt of the request of the appeal. The decision of PCHA's Executive Director shall be final, and no further appeal shall be authorized within PCHA.
2. Cost of Proposal -All costs incurred, directly or indirectly, in response to this solicitation, to include the preparation, submittal, or presentation of the proposal, shall be the sole responsibility of, and borne by, the Proposer. The cost for developing the proposal and participating in the procurement process (including the protest process) is the sole responsibility of the Proposer. PCHA will not provide reimbursement for such costs.
3. Amendments to Solicitation - If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. It is the responsibility of the Proposer to monitor PCHA's website for any addenda issued. Each Proposer must acknowledge all addenda issued on PCHA's website so as to ensure that addenda are considered in their proposal response. **All Proposers are encouraged to frequently check PCHA's website at Pasco County Housing Authority for additional information.**

4. Direct or Indirect Conflicts of Interest - Proposer shall certify that except as otherwise disclosed, neither it nor any of its subcontractors include persons who have an interest, direct or indirect in this proposed contract and who during his or her tenure or for one (1) year thereafter are:
- a. A present or former member of PCHA's Board of Commissioners or any member of the Board of Commissioner's immediate family;
 - b. Any PCHA employee who formulates policy or who influences decisions with respect to PCHA's project(s) that are connected to this proposed contract, or any member of the employee's immediate family, or the employee's partner;
 - c. Any public official, member of the local governing body, or State or local legislator (including members of the Pasco County Board of Commissioners, or Florida legislator), or any member of such individuals' immediate family;
 - d. A member of or delegate to the Congress of the United States of America (defined as an individual appointed to oversee a territory or possession of the United States of America, such as Guam) or a resident commissioner;
 - e. In addition to complying with any applicable professional conduct standards relating to conflicts of interest, proposer affirms and agrees that he/she does not reasonably anticipate representation of any client in any matter affecting the PCHA or affiliated entities which would result in a recusal to the detriment of the intended clients of this solicitation.

NOTE: "*Immediate family*" member means the spouse, mother, father, brother, sister, or child of a covered class member whether related as a full blood relative, or as a "half" or "step" relative (e.g., half-brother or stepchild).

- f. Prohibition against Gifts/Favors/Anything of Monetary Value - No PCHA employee can accept or solicit for themselves or for others, anything of value from Proposer or any person, corporation, or other entity doing business with or attempting to do business with PCHA.

- g. Compliance with Law - While conducting business with PCHA, Proposer shall comply with all applicable Federal, State and local laws, regulations, ordinances and requirements, applicable to the work described herein including, but not limited to, those applicable laws, regulations and requirements governing equal employment opportunity strategies, subcontracting with small and minority firms, women's business enterprise, and labor surplus area firms, equal opportunity for businesses and unemployed and underemployed persons as referenced in Section 3 of The Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Davis-Bacon Act, and shall provide for such compliance in the contract documents as required. All proposers must be authorized and/or licensed to do business in Florida. Proposer is responsible for contacting their local city and county authorities and the State of Florida to ensure that Proposer has complied with all laws and is authorized and/or licensed to do business in Florida. All applicable fees associated therewith are the responsibility of Proposer.
5. Proposers are subject to Instructions to Offerors - Non-Construction, HUD Form 5369-B.
 6. Proposers are subject to General Contract Conditions - Non-Construction, HUD Form 5370-C.
 7. Proposers are subject to 24 CFR 135, Economic Opportunities for Low- and Very Low-Income Persons commonly referred to as Section 3. The proposer shall be required to, as detailed therein, "to the greatest extent feasible ... provide economic opportunities to low- and very-low income persons," meaning, if the proposer must hire anyone to help with the work, he/she must submit a work plan showing how he/she will give first preference to such jobs to Section 3 persons.
 8. Public Access to Procurement Record - The laws of the State of Florida, including the Florida Open Records Act, require procurement records and other records to be made public unless otherwise provided by law. The awarded Proposer shall comply with Florida's Public Records Law. Specifically, the awarded Proposer shall:
 - Keep and maintain public records that ordinarily and necessarily would be required by PCHA in order to perform the service;
 - Provide the public with access to such public records on the same terms and conditions that PCHA would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

- Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - Meet all requirements for retaining public records and transfer to PCHA, at no cost, all public records in possession of the proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to PCHA in a format that is compatible with the information technology systems of PCHA.
9. Ownership of Documents - All documents and information generated, prepared, assembled or encountered by or provided for pursuant to this RFP are the property of PCHA. Proposers shall not copyright, or cause to be copyrighted, any portion of any said document submitted to PCHA as a result of this RFP.
 10. Advertising - In submitting a proposal, Proposer agrees not to use the results from it as a part of any commercial advertising. PCHA does not permit Proposers to advertise or promote the fact of your relationship with PCHA in the course of marketing efforts, unless PCHA specifically agrees otherwise.
 11. Government Restrictions - In the event any change in governmental regulations or mandates which would necessitate alteration in the performance of services offered, it shall be the responsibility of the successful Proposer to immediately notify PCHA in writing specifying the regulation which requires an alteration. PCHA reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to terminate the contract at no expense to PCHA.
 12. Indemnification - PCHA is defined in this Section to include PCHA Board of Commissioners, employees, agents and/or assigns. To the fullest extent permitted by law, Proposer agrees to indemnify PCHA and hold it harmless from and against any and all claims, damages, losses or expenses, including reasonable attorney fees, arising out of or in the performance of the Services by Proposer, a subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Proposer's indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Proposer or subcontractor under any insurance required by the contract, including workers' compensation acts, disability benefit acts, other employee benefit acts, or any other insurance. PCHA cannot, and by the agreement resulting from this RFP does not, agree to indemnify, hold harmless, exonerate or assume the defense of the Proposer or any other person or entity whatsoever, for any purpose whatsoever.

XI. Evaluation Criteria

The proposed evaluation is an initial process designed to elicit a short list of proposers; with the contract awarded not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes (i.e., qualifications and experience, technical approach, and cost), based upon the evaluation factors specifically established for this RFP. ***The establishment, application and interpretation of the above evaluation criteria shall be solely within the discretion of PCHA.***

Proposers should provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Proposer's information to the Evaluation Factors which will demonstrate the Proposer's understanding of the Evaluation Factors and capacity to perform the required services of this Request for Proposals. The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

A committee will evaluate the proposals received under this solicitation in accordance with the minimum information requirements and the Proposal Preparation and Submission Outline below. The evaluation process will be based on a weighted point system with the evaluation factor or sub-factor's relative weight listed immediately following each factor/sub-factor. The PCHA urges all interested Proposers to carefully review the requirements of this RFP.

All submissions will be evaluated by an Evaluation Committee comprised of staff and/or consultants. Written submissions containing the requested information will serve as the initial basis for selection of finalists. Each written proposal has a possible score of one hundred (100) points as set forth below.

A short list of finalists will be established based upon the written submissions. Interviews may or may not be conducted with the finalists. These interviews of the finalists may be used to identify the top-rated Proposer utilizing the same point system as described below. The finalists may be required to present their qualifications to the PCHA Board.

All proposals will be ranked in accordance with this point system and contract negotiations will be initiated with the highest ranked Proposer. If negotiations between the PCHA and the highest ranked Proposer fail to produce a mutual agreement, the PCHA will terminate those negotiations and proceed with contract negotiations with the second highest ranked Proposer. At the PCHA's own discretion, the PCHA may continue that process until a mutual agreement is reached between the PCHA and a Proposer.

The PCHA reserves the right to reject any and/or all proposals.

The PCHA further reserves the right to negotiate with the Proposer selected and to accept the proposal which is in the best interest of the PCHA.

A. Proposal Preparation and Submission Outline

Firms shall submit proposals in accordance with the following outline to receive

the maximum points (100) under this solicitation. Items which are not addressed within the proposal will be given a score of zero (0).

Responses to each Evaluation Factor should be submitted as Exhibits C, D, E, F, G, H and I.

Factor	Points	Description
#1	5	Organization Overview, Approach to Client Notifications and Issue Management (Submit Response as Exhibit C)
#2	5	Standard Rates and Reimbursable Costs which will be billed to the PCHA (Submit Response as Exhibit D)
#3	35	Experience with Similar Types of Organizations, Public, Not-for-profit, Instrumentalities and Affiliates with the following programs: <ol style="list-style-type: none"> 1. Affordable housing 2. HUD programs: <ol style="list-style-type: none"> a. Public Housing b. Housing Choice Voucher (HCV) c. Housing Opportunities for Persons with AIDS (HOPWA) d. Veterans Affairs Supportive Housing (VASH) e. Shelter Plus Care (SPC) f. Section 8 New Construction g. Capital Fund 3. USDA – Rural Development programs (Submit Response as Exhibit E)
#4	15	Experience with Fair Housing (Submit Response as Exhibit F)
#5	15	Experience with Labor and Employment Matters (Submit Response as Exhibit G)
#6	20	Experience with Real Estate Development, Finance, Refinancing, Bond Issues, Construction Law (Submit Response as Exhibit H)
#7	5	Attorney(ies) Qualifications. (Submit Response as Exhibit I)
Total	100	

1. Evaluation Factor #1 - Organizational Overview and Approach to Client Notification and Issue Management (Exhibit C)

Provide a brief history of the firm, length of time in business and its past

experience as it relates to the requirements of this solicitation. Details should include:

- a. A narrative of your organizational structure. Provide the number of full-time employees, location of staff and describe in detail the team that will be involved with the project on a day-to-day basis. Include any special certifications and licenses.
- b. Please state the qualification of key personnel; include resumes of assigned personnel, include years of experience and their function with relation to this proposal. Continuing Education (CLEs, topical speaking or publications should be included).
- c. Within the last five (5) years has your organization, officers, partners, employees, shareholders or principals been a party in any litigation or other legal proceedings as a defendant relative to the services provided by your entity? If so, provide an explanation and indicate the current status or disposition.
- d. State whether the proposer, its officers, partners, principals, agents or employee that are expected to perform services under this RFP have been disciplined, admonished, warned or had license, registration, charter, certification or any similar authorization to engage in a profession suspended or revoked for any reason.

2. Evaluation Factor #2 - Standard Rates and Reimbursable Costs (Exhibit D)

- a. Complete the Fee Proposal Form provided (see Exhibit D-1)
- b. Use additional sheets as needed to describe the anticipated hierarchy of involvement of partners, senior staff associates, etc. and applicable billing rates.
- c. Briefly describe your “best practice” to manage client billing and simultaneously provide the highest-level experience or technical capacity.

3. Evaluation Factor #3 -Experience with Similar Types of Organizations, Public, Not-for-profit, Instrumentalities and Affiliates with the following programs and or Regulations. (Exhibit E)

- ✓ Affordable housing,
- ✓ HUD programs/ regulations:
 1. Public Housing,
 2. Housing Choice Voucher (HCV),
 3. Housing Opportunities for Persons with AIDS (HOPWA),
 4. Veterans Affairs Supportive Housing (VASH),
 5. Shelter Plus Care (SPC),
 6. Section 8 New Construction,

7. Capital Fund

✓ USDA – Rural Development programs

- b. Describe your firm’s experience with similar types of organizations such as housing authorities and/or public entities, or not-for-profit enterprises with significant public funding or similar statutory and regulatory compliance mandates. Also include a statement of your firm’s proactivity model to advise clients on changing dynamics (proposed legislation, statute changes, zoning, safety standards, employment, health care, local governance, etc.) that may affect the ability of the client to successfully sustain their operations.
- c. **References:** Please submit names, addresses, and phone numbers of current clients who can be contacted for discussion of services provided to that client. In addition, include the names of at least two (2) previous clients who no longer use the services of your firm.

4. Evaluation Factor #4 – Experience with Fair Housing (Exhibit F)

- a. Describe your firm’s experience with Fair Housing Laws at rental communities; include Reasonable Accommodation actions, or other work to resolve a Fair Housing Complaint.

5. Evaluation Factor #5 – Experience with Labor and Employment Matters (Exhibit G)

- a. Relevant experience and qualifications with Florida state and federal statutes and regulations regarding labor and employment matters relating to public agency law.
- b. Relevant experience in alternative dispute resolution regarding employment matters.

6. Evaluation Factor #6 – Experience with Real Estate Development, Finance, Refinancing, Bond Issues Construction Law (Exhibit H)

- a. Relevant experience and qualifications with land and multifamily acquisition, housing development process, and issues related to housing rehabilitation.

7. Evaluation Factor #7 – Lead Attorney Qualifications (Exhibit I)

- a. Lead attorney qualifications, internal alternative attorney qualifications and supervising attorney qualifications if applicable.

B. Evaluation Method and Award Process

1. Each proposal will first be evaluated for responsiveness (i.e., meets the minimum of the published requirements). PCHA reserves the right to reject any proposals deemed as not minimally responsive.
2. PCHA will form an Evaluation Review Committee to review proposals and make recommendation for selection based on but not limited to the evaluation factors set forth above. PCHA reserves the right to waive any minor irregularities or technicalities in the proposals received. Proposals shall be evaluated on an individual basis against the requirements stated in the RFP.
3. After evaluations, the committee will determine the top proposals that have a reasonable chance of being selected for award considering both the technical aspects and fee proposal. These shortlisted Proposers may be chosen for an onsite interview. Final award will be approved by the PCHA Board of Commissioners. Contract negotiations may, at PCHA's option, be conducted prior to or after the Board of Commissioner's award.
4. PCHA will make a determination of whether, in the opinion of PCHA, the Proposer is capable of undertaking and completing the RFP scope of work delineated within this RFP in a satisfactory manner. PCHA will award a contract only to a responsible Proposer that has the ability to successfully perform under the terms of this RFP. PCHA's determination includes an assessment of the Proposer's technical resources/ability to perform the scope of work in accordance with the RFP requirements.
5. Should the individual members of the Evaluation Review Committee be made known to the proposer in any manner prior to submission or during the review process, the proposer shall not make contact with the committee members, or their proposal may be rejected.
6. All persons having familial (including in-laws) relationships with principals and/or employees of a proposer entity will be excluded from participation in the evaluation committees. Similarly, any persons having an ownership interest in and/or contract with a proposer entity will be excluded from participation in the evaluation process.
7. In the event of ties, determination of the top-ranked proposer will be made in accordance with PCHA procurement policies and HUD guidelines.

XII. Contract Award

Contract award of this RFP will be based on the responsiveness of the law firm information compared to the Evaluation Factors.

By completing, executing and submitting the Form of Proposal, Exhibit A, the proposer agrees to abide by all terms and conditions pertaining to this RFP. HUD form HUD 5369-C also applies.

XIII. Contract Document

1. PCHA and the successful proposer will execute a standard contract, unless separate awards are recommended. Contracts will only be executed on PCHA's form, and by submitting a proposal the successful proposer agrees to do so (please note that PCHA reserves the right to amend this contract form as PCHA deems necessary).
2. It is the responsibility of each prospective proposer to notify PCHA, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The PCHA will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by PCHA's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.
3. All provisions within this solicitation document are included in the terms of the contract by reference.

A. Contract Terms and Conditions

The contract that PCHA expects to award as a result of this RFP will be based upon the RFP, the contract terms and conditions, the Proposal submitted by the successful Proposer and any subsequent revisions to the Proposer's Proposal and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by PCHA, except that no objection or amendment by a Proposer to the RFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless PCHA has explicitly accepted the Proposer's objection or amendment in writing.

B. Unauthorized Sub-Contracting

The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this solicitation document (including, but not limited to selling or transferring the contract) without the prior written consent of PCHA. Any purported assignment of interest or delegation of duty, without the prior written consent of PCHA shall be void and may result in the cancellation of the contract with PCHA or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract. If the Proposer anticipates the use of other firms with relevant expertise that is considered distinct or critical to the fulfilment of the anticipated duties, those firms should be identified on a separate page.

C. Insurance Requirements

Prior to award but not as a part of the proposal submission, the successful proposer will be required to provide an original certificate evidencing insurance coverage as described above, naming PCHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of PCHA as an additional insured under said policy. PCHA shall be named as the Certificate Holder using the following name address:

**Pasco County Housing Authority
13931 7th Street
Dade City, FL 33525**

There shall be a 30-day notification to PCHA in the event of cancellation or modification of any stipulated insurance coverage. Licensing and insurance requirements will be examined and approved by the PCHA Executive Director prior to contract award.

D. Right to Negotiate Fees

PCHA shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at PCHA's option, be the basis for the beginning of negotiations. Such negotiations shall begin after PCHA has chosen the top-rated proposer. If such negotiations are not, in the opinion of PCHA, successfully concluded within five business days, PCHA shall retain the right to begin negotiations with the next highest rated proposer.

E. Contract Period

The initial contract period shall be for two years with three (3) one-year options to extend the contract.

1. All prices, terms and conditions shall remain firm for the initial period unless subject to price adjustment specified as a "special condition" hereto.
2. In the event services are scheduled to end because of the expiration of this contract, the Proposer shall continue the service upon the request of the Executive Director. Contract Service Standards
3. All work performed pursuant to this solicitation must confirm and comply with all applicable federal, state, and local laws, statutes, and regulations.

F. Contract Payment

In accordance with payment schedules, proposer will submit invoices to Accounts Payable Department, Pasco County Housing Authority, 13931 7th Street Dade City, FL 33525. PCHA will make no advance payments for the goods and/or services that are subject of this RFP, unless otherwise noted in the contract. Invoices may be submitted on no more than a monthly basis.

G. Invoicing Requirements

1. Proposer invoices shall reflect the prices established for the items on this Contract for all orders placed by PCHA even though the Contract number and/or correct prices may not be referenced on each order. Only properly submitted invoices will be officially processed for payment. Invoices submitted without required information will be returned for entry of the missing information and will not be paid until properly completed.
2. All invoices must be itemized showing: Proposer's name, remit to address, contract number, service location (site name), and prices per the contract, itemized in order to facilitate contract auditing.
3. Each invoice must detail the service and location at which performed accompanied by a copy of the work order signed by the designated Manager or Contact Person indicating satisfactory completion of work. A separate invoice must be submitted for each date and location.
4. PCHA will pay the properly completed and authorized invoice within thirty days of receipt.

LAST PAGE OF DOCUMENT

PLEASE SEE ATTACHED EXHIBITS A, B, D-1 and J.

Respondents shall provide responses to Factors 1 through 7 as Exhibits C, D, E, F, G, H and I

**PASCO COUNTY HOUSING AUTHORITY
RFP 2023-02 LEGAL SERVICES**

PROPOSAL SUBMISSION FORM – EXHIBIT A

Instructions: The items listed below must be completed and included in the Proposal submission. Complete this form by marking an “X” where provided to verify that the referenced completed form or information has been included within the hard copy proposal submission.

X=Included	Tab	Contents
	1	Proposal Submission Form: Exhibit A of this solicitation
	2	Form HUD-5369-C: Certifications and Representations of Offerors, Non-Construction Contract.
	3	Profile of Firm Form: Exhibit B of this solicitation Include IRS Form W-9, licenses, and insurance certificates
	4	Exhibit C (Name and Attach your response to Evaluation Factor #1 as Exhibit C)
	5	Exhibit D (Name and Attach your response to Evaluation Factor #2 as Exhibit D)
	6	Exhibit E (Name and Attach your response to Evaluation Factor #3 as Exhibit E)
	7	Exhibit F (Name and Attach your response to Evaluation Factor #4 - as Exhibit F)
	8	Exhibit G (Name and Attach your response to Evaluation Factor #5 - as Exhibit G)
	9	Exhibit H (Name and Attach your response to Evaluation Factor #6 - as Exhibit H)
	10	Exhibit I (Name and Attach your response to Evaluation Factor #7 - as Exhibit I)

CHECK (✓) BELOW IF YOU HAVE SUBMITTED THE REQUIRED:

_____ ONE (1) ORIGINAL AND _____ Three (3) COPIES OF YOUR PROPOSAL.

By completing and submitting this form and all other documents within this proposal submission, the undersigned proposer hereby certifies and understands that:

1. he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if PCHA discovers that any information entered herein to be false, such shall entitle PCHA to not consider or make award of to cancel any award with the undersigned party;
2. as described within the Reservation of Rights section of the RFP, PCHA reserves the right to reject and not consider any response that does not meet the requirements of this solicitation, including but not necessarily limited to incomplete responses and/or responses offering alternate or non-requested services, failure to use PCHA and HUD provided forms, or failure of the proposer to check for addenda or corrections and adhere to any revised requirements;
3. he/she is agreeing to abide by all terms and conditions pertaining to this solicitation document as issued by PCHA including an agreement to execute a contract form; and
4. he/she has the ability to sign and bind the firm or company to the services to be performed within the fees proposed.

Signature	
Title	
Date Signed	
Printed Name	
Firm or Company	

**PASCO COUNTY HOUSING AUTHORITY
RFP 2023-02 LEGAL SERVICES**

PROFILE OF FIRM FORM – EXHIBIT B

1. Proposer Information

Name of Firm	
Address	
City, State, Zip	
Telephone	
Fax	
E-Mail Address	
Year Established	
Year Established in Florida	
Former Names (if applicable)	
Parent Company and Date Acquired (if applicable)	

2. Complete and attach IRS Form W-9, found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> . This completed form should be submitted with the proposal or must be submitted within three (3) working days of the PCHA's request.

3. Debarred Statement: Has the firm, or any principal ever been debarred from providing any services to the federal government, any state government, or any local government agency?

Yes No

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

4. Disclosure Statement: Does this firm or any principal(s) have any current, past personal or professional relationship with any Commissioner or Officer of PCHA?

Yes No

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

5. Please indicate the structure of your company.

- | | |
|---|--|
| <input type="checkbox"/> Publicly Held Corporation | <input type="checkbox"/> Non-Profit Organization |
| <input type="checkbox"/> Privately Held Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Government Agency | <input type="checkbox"/> Sole Proprietorship |
-

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

7. Licensing and Insurance Information

Business License Jurisdiction, Number, and Expiration Date	
Worker's Comp Carrier, Policy Number, and Expiration Date	
General Liability Carrier, Policy Number, and Expiration Date	
Professional Liability Carrier, Policy Number, and Expiration Date	
Vehicle Insurance Carrier, Policy Number, and Expiration Date	

8. Copies of license and insurance certificates in accordance with Section 8 of this proposal should be submitted with the proposal.

9. Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if PCHA discovers that any information entered herein to be false, such shall entitle PCHA to not consider or make award of to cancel any award with the undersigned party.

Signature	
Title	
Date Signed	
Printed Name	
Firm or Company	

Statistical Information

This business is owned & operated by persons at least 51% of the following ethnic background:

Asian/Pacific <input type="checkbox"/>	Black <input type="checkbox"/>	Hasidic Jew <input type="checkbox"/>	Hispanic <input type="checkbox"/>	Native <input type="checkbox"/> Americans	White <input type="checkbox"/>
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This business qualifies as being:

Section 3 <input type="checkbox"/>	Minority Owned <input type="checkbox"/>	Small Business <input type="checkbox"/>	Woman Owned <input type="checkbox"/>
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Addenda

Addenda are at [Pasco County Housing Authority](#) Under the Addendums area on the homepage. **Please check for addenda prior to submitting a proposal.**

Acknowledge addenda have been issued by checking below as appropriate:

None <input type="checkbox"/>	Addendum 1 <input type="checkbox"/>	Addendum 2 <input type="checkbox"/>	Addendum 3 <input type="checkbox"/>	Addendum 4 <input type="checkbox"/>	Addendum 5 <input type="checkbox"/>
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**PASCO COUNTY HOUSING AUTHORITY
RFP 2023-02 LEGAL SERVICES**

Fee Proposal Form - EXHIBIT D-1

Hourly Billing: Please quote the dollar amount of hourly fees and costs your firm will charge for providing legal services. Please identify the hourly rate of each attorney and support personnel. Identify the minimum for each service, e.g. phone calls, correspondence, personal conference.

Non-Routine Services Hourly Fee				
Position	Year 1 and 2 (initial two-year award)	Year 3 (optional renewal)	Year 4 (optional renewal)	Year 5 (optional renewal)
Partners				
Associates				
Paralegals				
Other Support Staff				

Evictions: Please quote both a flat fee and hourly rate for eviction cases that result in the entry of a default judgment and for those that are resolved at mediation. For eviction cases that go to trial without mediation or after mediation please quote a flat fee plus an hourly rate.

Eviction Cases that Result in the Entry of a Default Judgment:				
	Year 1 and 2 (initial two-year award)	Year 3 (optional renewal)	Year 4 (optional renewal)	Year 5 (optional renewal)
Flat Fee:				
Hourly Fee:				
Eviction Cases that are Resolved at Mediation:				
	Year 1 and 2	Year 3	Year 4	Year 5
Flat Fee:				
Hourly Fee:				
Eviction Cases that go to Trial without Mediation:				
	Year 1 and 2	Year 3	Year 4	Year 5
Flat Fee:				
Hourly Rate:				
Eviction Cases that go to Trial after Mediation:				
	Year 1 and 2	Year 3	Year 4	Year 5
Flat Fee:				
Hourly Rate:				

Signature

Date



EXHIBIT J

FORM OF CONTRACT

THIS AGREEMENT made this ___ day of ___ in the year ___ by and between ___ for a term of one year, expiring on. Hereinafter called the "Contractor", and the PASCO COUNTY HOUSING AUTHORITY, a public body corporate and politic created pursuant to Chapter 421, Florida Statutes and hereinafter called the "PHA".

WITNESSETH, that the Contractor and the PHA for the consideration stated herein mutually agree as follows:

Article I - Statement of Work: The Contractor shall furnish all labor, material, equipment and services; perform and complete all work in accordance with the standard practice of the trade and in a timely manner for RFP 2023-02: LEGAL SERVICES

In strict accordance with the specifications as prepared by the Pasco County Housing Authority which said specifications and addenda are incorporated herein by reference and made a part hereof.

Article II - Contract Price: The PHA shall pay the Contractor for the performance of the contract, in current funds, subject to additions and deductions as provided for in the specifications, the sum of work completed on an as needed basis.

Article III - Contract Documents: The Contract shall consist of the following component parts:

- a) This instrument
b) Specifications, Terms and Conditions
c) Insurances (Naming Pasco County Housing Authority as Additionally Insured)
d) Licenses
e) Board Resolution Number _

This instrument together with the other documents enumerated in this Article III, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article III shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

Article IV - Conditions inconsistent with Contract Drawings of Original Project: The PHA does not represent that the contract documents accurately represent the conditions which exist on the project site. The Contractor agrees, however, that in the event conditions are inconsistent with these contract documents that (it) (he) will make no claim for extra compensation or for an extension of time in light of said inconsistencies.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two original counterparts as of the day and year first above written.

CONTRACTOR:

By: _____

Name/Title _____

Business Address: _____

PASCO COUNTY HOUSING AUTHORITY

By: _____

Jeff Sklet
Executive Director