



## **RFP – Legal**

### **RFI Responses**

Q1: The indemnification provision in THA's form contract differs from what we are permitted to agree to by our insurer. We have used the following alternate language with other housing authorities:

The Firm, at its sole cost and expense, hereby releases and shall indemnify, defend, and hold harmless the Authority, its subsidiaries, affiliates, officers, agents, partners, employees, successors, assigns and authorized representatives of all of the foregoing from and against all claims, suits, actions, legal or administrative proceedings, interest, attorney fees, costs, and expenses of any kind or nature, resulting from (1) misconduct or negligent or wrongful acts of the Firm, its members, employees, agents or of anyone acting under its direction or control, or on its behalf in connection with or incidental to the performance of this Agreement, or (2) any breach or non-performance of the Firm, of any representation, warranty, duty or obligation of the Firm under this agreement.

Furthermore, the foregoing indemnity is specifically and expressly intended to constitute a waiver of the Firm's immunity under Washington's Industrial Insurance act, RCW Title 51. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. If any portion of this indemnity clause is invalid or unenforceable, it shall be deemed excised and the remaining portions of the clause shall be given full force and effect.

Would this be acceptable to use as the indemnity language in a contract with THA, should we be in a position to contract with you? Thank you for considering,

A1: We understand the limitations on law firms' ability to agree to the form indemnification language and are open to proposed amendments. We would be amendable to the alternative language proposed.

Q2: The form contract also includes a requirement for “Technology Professional Liability (Errors and Omissions)” insurance in Section 8.6. Our insurance consultant believes this is meant to be Cyber Insurance. Could you confirm that is the case?

A2: Yes, this provision refers to cyber insurance requirements.

Q3: Is the Housing Authority open to joint proposals?

A3: Yes.

Q4: Is the Housing Authority open to proposals for a limited scope of work? (e.g. a proposal to supply bond counsel services)

A4: Yes.