

## REQUEST FOR PROPOSALS

### LEGAL SERVICES

All persons interested in submitting a proposal are asked to submit a written proposal which is required to include a statement of pertinent experience, specialized knowledge, technical and human resources available, & office location relative to YHA Administrative Offices located at 31 South Broad St. York, PA 17403. The proposal must be based on an hourly rate for an identified attorney as well as rates for non attorney services proposed if any.

The York Housing Authority, a public authority, owns approximately 1,069 public housing rental units in York City and York County. The authority also administers 1,452 units of rental assistance through Section 8 Housing Choice Vouchers, Moderate Rehabilitation Programs, co-manages a 200 unit Section 8 elderly high rise building, implements a Turnkey III Homeownership Program; and provides management and social services for three Low-Income Housing Tax Credit affordable housing developments totaling 145 units.

The Department of Housing and Urban Development regulates the Authority's operations in addition to other applicable Federal, State, and Local laws.

The scope of services includes but may not be limited to:

1. Provide legal advice and counsel relating to landlord tenant complaints as well as tenant disputes.
2. Provide representation, when requested, at grievances or hearings before District Justices or the Court of Common Pleas for eviction or rent collection activities.
3. Provide research as to criminal records relative to resolve landlord / tenant issues.
4. Provide general legal services as to real estate and other civil matters.
5. Attend at all informal meetings or conferences with & at the request of the Executive Director or Deputy Executive Director.

TERMS OF SERVICE:

1. The initial length of the contract shall be for a 2 year period & may be terminated by either party with a minimum of a 30 day written notice.
2. The contract may be extended an additional 2 years if agreed upon by both parties.

## CONTRACT

THIS AGREEMENT made this 29th day of February, 2018 by and between ZZZ, LLC, a Pennsylvania Corporation hereinafter called the "Contractor", and the Housing Authority of the City of York, 31 South Broad Street, York, Pennsylvania, a duly authorized and existing Housing Authority (hereinafter referred to as the "Authority").

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

ARTICLE 1. STATEMENT OF WORK. The Contractor shall furnish all labor, material, equipment and services, perform and complete all work required for the \_\_\_\_\_ in strict accordance with the Request for Proposal dated \_\_\_\_\_, and the Proposal as submitted, dated \_\_\_\_\_ which documents are incorporated by reference herein and made a part hereof.

ARTICLE 2. STANDARD OF WORK. All work shall be performed to a high standard as compared to the quality of work normally and customarily performed in the local area and in accord with the specifications and standards set forth in the Proposal and the Request for Proposal.

ARTICLE 3. CONTRACT PRICE. The Authority shall pay the Contractor for all attorneys' services rendered at the rates in accordance with the fee schedule stated within the Request for Proposal.

ARTICLE 4. PAYMENT. The Authority shall pay the Contractor monthly within thirty (30) days of an invoice being received by the Authority from the Contractor for services performed for the previous month.

ARTICLE 5. TERM OF CONTRACT. The term of this contract shall be for a one year period commencing February 29, 2018.

ARTICLE 6. CONTRACT DOCUMENTS. The Contract shall consist of the following documents:

- |    |  |    |                                |
|----|--|----|--------------------------------|
| A. | This Contract;   | E. | Public Works Verification Form |
| B. | Part II, Terms and Conditions;                         | F. | Certificate of Insurance       |
| C. | Part of General Conditions – EEO/Sect 3 Certifications |    |                                |
| D. | HUD 5370C  |    |                                |

This instrument, together with the other documents enumerated in this Article 6, 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 provision in any component of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 6 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 7. WORK PRODUCT. All documents, studies, reports and data produced by contract or under the terms and conditions of this Contract shall be the property of the Authority and shall be delivered to the Authority upon request. The Authority may use the work product in any manner it deems fit.

ARTICLE 8. REVIEW OF RECORDS. During the term of this Contract, and for a three (3) year period following, the Authority shall have the right to review all work records, logs, documents, data and other documents in the possession of the Contractor relative to this Contract.

ARTICLE 9. TERMINATION. Termination of this Contract shall be in accord with the termination provisions set forth in Part II, Terms and Conditions.

IN WITNESS WHEREOF, with the intent to be legally bound, the parties hereto have executed this Contract as of the day and year first above written.

ATTEST/WITNESS:

BY:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTEST/WITNESS:

BY:

\_\_\_\_\_

\_\_\_\_\_

Regina Mitchell, Executive Director

Housing Authority of the City of York  
31 South Broad Street  
York, PA 17403

(Print or type the names underneath all signatures)

**ADDENDUM TO ENGAGEMENT AGREEMENT**

1. The Housing Authority of the City of York (PHA) and [name of legal service individual or firm] Legal Service Personnel (LSP) engaged to provide professional legal services to the PHA in connection with PHA projects and programs as set forth in the Solicitor's Agreement and agree that the provisions of this Addendum to the Engagement Agreement are hereby incorporated in PHA and LSP's engagement agreement as if they had been set forth at length therein.
2. During the pendency of the legal services engagement, LSP shall not, without HUD approval, represent any officer or employee of PHA, in her/his individual capacity, in connection with potential civil liability or criminal conduct issues related to PHA operations.
3. LSP has an obligation not to, and shall not, interfere with, disrupt, or inappropriately delay or hinder any authorized monitoring, review, audit, or investigative activity of HUD (including the Office of Inspector General), the General Accounting Office (GAO), or the officers and employees of HUD and GAO. Any and all representations by LSP cannot be inconsistent with the foregoing obligation. Specifically, LSP 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 and GAO, notwithstanding possible discovery privileges that would otherwise be available to PHA. HUD requires public housing agencies to provide HUD, GAO, or the officers and agents of HUD and GAO, with "full and free" access to all their books, documents, papers, and records. See 24 CFR. §85.42(e)(1); HUD Handbook 7460.7 REV-2 §1-2(B)(2).
4. PHA and LSP 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 LSP's engagement. Such records constitute "PHA records" and are subject to section 3, above.
5. If HUD or PHA determines that LSP is violating any provision of this Addendum to the Engagement Agreement it shall timely notify LSP of such violation. LSP will have 48 hours following its receipt of the notice of violation to cease and desist from further violation of the addendum. If LSP fails to adequately cure the noticed violation within 48 hours; (A) HUD, in its discretion, may demand that PHA terminate the professional legal services engagement for breach, or, henceforth, satisfy all costs associated with the engagement with non-Federal funds; and/or (B) PHA, in its discretion, may terminate the professional legal services engagement for breach. Additionally, HUD may sanction LSP pursuant to 24 CFR, Part 24.
6. Should any part, term, or provision of this Addendum to the Engagement Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected.

Date: \_\_\_\_\_

\_\_\_\_\_  
Firm

Housing Authority of the City of York

\_\_\_\_\_  
Regina Mitchell, Executive Director

\_\_\_\_\_  
Name

## PART II

### TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract, the authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall become the property of the Contractor. Contractor shall be entitled to receive compensation for any work completed, including all reasonable costs and non-cancelable obligations incurred by Contractor as of the date of termination.
2. Termination for Convenience of Authority. The Authority may terminate this Contract at any time by giving at least thirty (30) days notice in writing to the Contractor. If the Contract is terminated by the Authority as provided herein, the Contractor will be paid for non-cancelable obligations and all reasonable costs incurred by the Contractor as of the date of termination.
3. Changes. This Contract may be changed at any time by mutual agreement, and signed by duly authorized representatives of each of the parties hereto.
  - a. The Contractor will not discriminate against any employee or applicant because of race, color, religion, sex, age, physical handicap, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, physical handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical handicap, or national origin.
  - c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4. Personnel.
  - a. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Authority.
  - b. All the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
  - c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.
5. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.
6. Withholding of Salaries. If, in the performance of this Contract, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the Authority shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Authority for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
7. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Contractor to the Authority for the latter's decision which shall be final with respect thereto.
8. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:
9. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to

testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

10. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.
11. Subcontracting. None of the services covered by this Contract shall be subcontracted without the prior written consent of the Authority. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the provisions of this Contract.
12. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Authority; Provided, however, that claims for money due or to become due the Contractor from the Authority under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Authority.
13. Interest of Members of Authority. No member of the governing body of the Authority, and no other officer, employee, agent of the authority who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.
14. Interest of Other Local Public Officials. No member of the governing body of the locality in which the Project Area is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.
15. Interest of Certain Federal Officials. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.
16. Interest of Contractor. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above-described Project Area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
17. Maintenance of Records. The Contractor shall maintain all records generated under this Contract for a period of three (3) years after the Authority makes final payment hereunder and all other matters are closed.

**CERTIFICATION**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
\_\_\_\_\_ of the corporation named as Contractor herein; that  
\_\_\_\_\_, who signed this Contract on behalf of the Contractor, was  
duly signed for and in behalf of said corporation by Authority of its governing body, and is within the  
scope of its corporate powers.

SEAL

\_\_\_\_\_



