LEGAL SERVICES
REQUEST FOR PROPOSALS

The Housing Authority of Berks County (BCHA), a recipient of federal assistance through the U.S. Department of Housing and Urban Development (HUD), hereby gives public notice of its intent to utilize a competitive negotiation process, in accordance with 24 CFR 85.36, for the procurement of a Legal Services Contract, the scope of which shall include those legal services associated with the operation and management of all housing programs administered within its operational jurisdiction.

Qualified firms are invited to submit a proposal for the provision of legal services to the BCHA no later than Friday, September 2, 2022. Proposals will be evaluated; and the firm whose proposal is most advantageous to the BCHA will be selected, subject to negotiation of fair and reasonable compensation.

The RFP may be obtained by contacting Sherri Gehringer, Executive Assistant, Berks County Housing Authority, 1803 Butter Lane, Reading, PA 19606-1100 (610-370-0822 or sgehringer@berksha.org). It can also be downloaded from our website at http://www.berksha.org.

The BCHA is an equal opportunity agency that does not discriminate against any person because of race, color, age, religion, sex, national origin, handicap or familial status. The BCHA solicits and encourages Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Section 3 Business participation in all of its contracts.

Gwendolyn F. Didden
Executive Director

INSTRUCTIONS TO OFFERORS
FOR NON-CONSTRUCTION CONTRACTS

Public and Indian Housing Programs

1. Offer Preparation and Submission

(a) Offerors are expected to examine the statement of work and all instructions. Failure to do so will be at the offeror's risk.

(b) All proposals must be submitted on the forms provided by the Berks County Housing Authority (BCHA). Each offeror shall furnish all the information required by the solicitation. Offerors must submit one original signature proposal and two copies. (Offerors should retain an additional copy for their records). Original proposals must be signed and the offeror's name typed or printed on the proposal and each continuation sheet which required the entry of information by the offeror. Erasures or other changes must be initialed by the person signing the bid. Proposals signed by an agent shall be accompanied by evidence of that agent's authority.

(c) All proposal documents shall be sealed in an envelope which shall be clearly marked with the words "Proposal Documents," the Request for Proposals (RFP) number, any project or other identifying number, the offeror's name, and the date and time of solicitation closing.

(d) If this solicitation requires proposing on all items, failure to do so will disqualify the proposal. If proposing on all items is not required, offerors should insert the words "NO PROPOSAL" in the space provided for any item on which no price is submitted.

(e) Unless expressly authorized elsewhere in this solicitation, alternate proposals will not be considered.

(f) Unless expressly authorized elsewhere in this solicitation, proposals submitted by telegraph or facsimile (FAX) machine will not be considered.

(g) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart D) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the procurement is provided as an attachment to this solicitation.

(h) Proposals will not be publicly opened, but shall be kept confidential until contract award.

2. Explanations and Interpretations to Prospective Offerors

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation or statement of work must request it in writing soon enough to allow the BCHA time to provide a reply to all prospective offerors before the submission of their proposals. No oral explanation or interpretation will be provided to any offeror. Any information given a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors as a written amendment to the solicitation, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective offerors. Amendments will also be on file in the offices of the BCHA at least seven (7) days before the closing date. All offerors will be bound by such amendments, whether or not they are received by the offerors.

(b) Any information obtained by, or provided to, an offeror other than by formal amendments to the solicitation shall not constitute a change to the solicitation.

3. Responsibility of Prospective Contractor

(a) The BCHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract in determining the responsibility of an offeror, the BCHA will consider such matters as the offeror's:

(1) Integrity;

(2) Compliance with public policy;

(3) Record of past performance; and

(4) Financial and technical resources (including computer and technical equipment).

(b) Before a proposal is considered for award, the offeror may be requested by the BCHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the offeror to provide such additional information shall render the offeror ineligible for award.

4. Late Submissions and Modifications of Proposals

(a) Any proposal received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (*e.g.* an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the BCHA that the late receipt was due solely to mishandling by the BCHA after receipt at the BCHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays.

(b) Any modification of a proposal is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the BCHA is the time/date stamp of BCHA on the proposal wrapper or other documentary evidence of receipt maintained by the BCHA.

(e) The only acceptable evidence to establish the date of mailing of a late proposal or modification sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to the BCHA will be considered at any time it is received and may be accepted.

(g) Proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the offeror is mailed and postmarked prior to award. A proposal may be withdrawn in person by an offeror or its authorized representative if, before the award, the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal.

5. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective offeror whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests, as defined in paragraph (a) above, shall be served on the Contracting Officer.

(c) All protests shall be resolved in accordance with the BCHA's protest policy and procedures, copies of which are maintained at the BCHA.

6. Contract Award

(a) The BCHA will evaluate proposals and award a contract to the responsible offeror whose proposal will be most advantageous to the BCHA, considering price and any other factors specified in the solicitation.

(b) The BCHA may reject any and all proposals, accept other than the lowest proposal, and waive informalities or minor irregularities in proposals received.

(c) Unless precluded elsewhere in the solicitation, the BCHA may accept any item or combination of items proposed.

(d) The BCHA may reject any proposal as unacceptable if it is materially unbalanced as to the prices for the various items of work to be performed. A proposal is materially unbalanced when it is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.

(e) A written award shall be furnished to the successful offeror within the period for acceptance specified in the proposal and shall result in a binding contract without further action by either party.

INSTRUCTIONS AND INFORMATION

1. Your proposal must be submitted in triplicate, and include a cover letter of interest which also describes your firm's approach and philosophy toward such contracts.

2. Your proposal must contain sufficient detail that each of the ranking criteria may be evaluated accurately and fairly.

    - For uniformity in the responses and ease of review and ranking, organize your proposal according to the six ranking criteria. ***Tab/divide each of the six sections and mark them clearly***.

3. The scope of the required legal services shall include, but not be limited to:

    - Provide legal advice, counsel, services, training, consultation, and opinions to the BCHA board of directors, executive director, and senior staff on a wide variety of municipal authority and housing-related topics/assignments.
    - Provide legal representation at all BCHA public meetings, and at other meetings when requested.
    - Appearance for and representation of the BCHA in court for litigated matters.
    - Rendering of all legal opinions at the request of the BCHA board of directors or executive director.
    - Advice and assistance with the preparation of any legal document.
    - Provide the BCHA board of directors or executive director a legal perspective and advice on various governmental issues.
    - Perform other legal services and tasks as assigned by the BCHA board of directors or executive director.

4. Review the proposed form of contract, entitled Legal Services Contract, that is included as part of this packet. Familiarize yourself with it thoroughly.

5. Please note that the base term of the proposed contract is for the three-year period beginning October 1, 2022 and ending September 30, 2025.

6. Your response must also include:

    - Evidence that you are licensed or registered to practice law in the Commonwealth of Pennsylvania;
    - A completed *Debarment Certification* (included elsewhere in this RFP);
    - Your proposed firm, fixed fee schedule for the three-year contract term.

7. The Housing Authority of Berks County reserves the right to reject any or all proposals received in response to this Request for Proposals.

8. The core programs administered by the Housing Authority of Berks County include:

   - Conventional Public Housing Program (209 units)
   - Housing Choice Voucher (Section 8) Program (682 units)
   - CFP – Capital Fund Program
   - Operation of Management Properties (37 Units)
   - Ownership of Properties (4 Units)

9. This is a qualifications-based proposal process with proposed fees considered. (See the Evaluation form on Page 35.)

   - A three-person ranking team will independently review and rank the proposals. The terms of the contract and the fee(s) will be negotiated with the top-ranked firm. In the event a contract cannot be negotiated with the top-ranked firm, negotiations will be undertaken with the second highest ranked firm, etc.

10. Schedule:

    - RFP release date: August 1, 2022
    - RFP Submission Deadline September 2, 2022
    - BCHA Board Consideration September 28, 2022
    - Anticipated Start October 1, 2022

11. Your proposal must be received no later than Friday, September 2, 2022, at 3:00 p.m. FAX and emailed responses will ***not*** be accepted. Mail or deliver your proposal to:

    Gwendolyn F. Didden, Executive Director
    Berks County Housing Authority
    1803 Butter Lane
    Reading, Pennsylvania 19606-1100

12. Inquiries regarding this RFP may be directed to Gwendolyn Didden at the Authority at (610) 370-0822 ex 206, Monday through Thursday, 8:00 a.m. to 4:30 p.m. and Friday, 8:00 a.m. to 3:00 p.m.

DESIRED QUALIFICATIONS

1. Specialized knowledge and an understanding of Federal, State and local housing and development programs; and public bodies/authorities. Provide a narrative description.

2. Specialized knowledge and an understanding of specific areas of the law common to housing, development, and public bodies/authorities, such as:

    - Landlord/Tenant Act
    - Corporate Law
    - Tax Law
    - Real Estate Law
    - Zoning
    - Land Use/Planning
    - Administrative Law
    - Municipal Law
    - Contract Law
    - Employment Law
    - Civil Litigation

    Provide a narrative description.

3. Prior experience in providing legal services of the type required (and listed above) to public bodies/ authorities. Not less than five years of such experience is a minimum requirement. Identify other municipal/housing authority clients.

4. The ability to be responsive to the Authority's needs and to perform the services promptly. Timeliness of response and accessibility to the BCHA is an important aspect of the service.

5. The availability and adequacy of the human and physical resources necessary to perform all of the required services promptly and effectively. Name, describe, and provide resumes for the proposed attorney/team. Identify the lead attorney. If specialty attorney(s) or additional resources are available through your firm, briefly identify such individuals and specialties as well.

6. Accessibility and proximity to the Housing Authority of Berks County. Attorney(s) must be available by telephone, fax, and e-mail.

7. Affordability of the delivered legal services (Include your proposed firm, fixed fee schedule for the three-year contract term.)

8. A commitment to the requirements of Section 3 of the Housing and Urban Development Act of 1968.

    - A firm that is a Section 3 Business Concern will receive a five-point bonus in the evaluation/ranking process. A Section 3 firm must claim this bonus in their proposal and must submit with their proposal a Section 3 Certification and evidence in support of the claim.

General Conditions of the Non-Construction Contract
Public and Indian Housing Programs

CONDUCT OF WORK

1. Definitions

(a) "Contract" means the contract entered into between the BCHA and the contractor. It includes the *Certifications, Representations, and Other Statements of Offerors*, these *General Conditions* of the Contract, any special conditions included elsewhere in the contract and the specifications and schedule of drawings, if any. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.

(b) "Contracting Officer" means the person delegated the authority by the BCHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The terms include any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the BCHA in all dealings with the Contractor.

(c) "Contractor" means the person or other entity entering into the contract with the BCHA to perform all of the work required under the contract.

(d) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an *Annual Contributions Contract* (ACC) to provide financial assistance to the BCHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the BCHA for payment to the contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.

(e) "BCHA" means the Berks County Housing Authority organized under applicable Pennsylvania state law as the Housing Authority of Berks County, and a party to this contract.

(f) "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

(a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work.

(b) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(c) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the BCHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work that may have been accepted under the contract.

(d) The Contractor shall confine all operations (including storage of materials) on BCHA premises to areas authorized or approved by the Contracting Officer.

(e) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the guaranty.

3. Clean Air and Water (Applicable to Contracts in Excess of $100,000)

(a) Definition. "Facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

(b) The Contractor agrees:

(1) To comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and EPA regulations (40 CFR Part 15);

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) To use the best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

(4) To insert the substance of this clause in all nonexempt subcontracts, including this subparagraph (b)(4).

4. Inspection and Acceptance

The contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to BCHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

BCHA inspections and tests are for the sole benefit of the BCHA and do not (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the BCHA after acceptance of the completed work.

The BCHA Has the right to inspect and test all supplies, services, and construction required under this contract to the extent practicable at all times and places during the term of the contract. The BCHA shall perform inspections in a manner that will not unduly delay the work. If any of the supplies, services, or construction do not conform with contract requirements, the BCHA may require the contractor to perform the work again in conformity with contract requirements, at no increase in the contract price. When defects cannot be corrected by re-performance, the BCHA may require the contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of the work performed.

If the contractor fails to perform promptly the required work or to take the necessary action to ensure future performance of the contract in conformity with contract requirements, the BCHA may, by contract or otherwise, perform the work itself and charges the contractor any cost incurred that is directly related to the performance of the work or terminate the contract for default.

The presence or absence of the BCHA Inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.

5. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

6. Warranty

The equipment/materials provided under this contract, if any, shall have a warranty of n/a (years/months).

7. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the BCHA's property. This prohibition shall apply to all subcontractors.

8. Energy Efficiency

The Contractor shall comply, where applicable, with all standards and policies relating to energy efficiency that are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163) for the State in which the work under the contract is performed.

Administrative Requirements

9. Contract Period

The contractor shall complete all work required under this contract within the time schedule established in the notice to proceed issued by the Contracting Officer.

10. Order of Precedence

In the event of a conflict between these *General Conditions* and the Statement of Work, the provisions of the *General Conditions* shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail.

11. Payments

(a) The BCHA shall pay the Contractor the price as provided in this contract.

(b) The BCHA shall make the final payment due the Contractor under this contract after (1) completion and acceptance of all work; and (2) presentation of release of all claims against the BCHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

12. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contract BCHA may modify the contract unilaterally - (1) pursuant to a specific authorization stated in a contract clause (*e.g.*, ***13. Changes***); or (2) for administrative matters which do not change the rights or responsibilities of the parties (*e.g.*, change in the BCHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

13. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a Change Order, make changes in the work within the general scope of the contract including Changes:

(1) In the statement of work or specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) BCHA-furnished facilities, equipment, materials, services, or site; or,

(4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer That causes a Change shall be treated as a Change Order under this cause; provided, That the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) That the Contractor regards the order as a Change Order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer or any other person shall be treated as a Change under this paragraph or entitle the Contractor to an equitable adjustment.

(d) If any Change under this paragraph causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 30 days before the Contractor gives written notice as required. In the case of defective specifications for which the BCHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must submit any proposal under this paragraph to the Contracting Officer within 30 days after (1) receipt of a written change order under subparagraph (a) above, or (2) the furnishing of a written notice under subparagraph (b) above. The proposal shall include a written statement describing the general nature and the amount of proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under subparagraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the following form:

(1) Proposals totaling $5,000 or less shall be submitted in the form of a lump sum proposal with supporting information to clearly relate elements of cost with specific items of work involved to the satisfaction of the Contracting Officer.

(2) For proposals in excess of $5,000, the claim for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(i) ***Direct Costs***

Materials;

Transportation and delivery costs associated with materials;

Labor breakdowns by hours or unit costs (identified with specific work to be performed);

Costs of preparation and/or revision to shop drawings resulting from the change;

Worker's Compensation and Public Liability Insurance;

Employment taxes under FICA and FUTA; and

Bond Costs - when size of change warrants revision.

(ii) ***Indirect Costs*** Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

(iii) ***Profit*** The amount of profit shall be negotiated and may vary according to the nature, extend and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net Change in direct costs for the Contractor or subcontractor performing the work.

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extend the change will delay the completion of the contract in its entirety.

(h) The Contracting Officer shall act on proposals within 30 days after their receipt.

(i) Failure to reach an agreement on any proposal shall be a dispute under clause ***15. Disputes*** herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior written order from the Contracting Officer.

14. Suspension of Work

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the BCHA.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

15. Disputes

(a) All disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof that are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer. A claim by the BCHA against the Contractor shall be subject to a written decision by the Contracting Officer.

(c) The Contracting Officer shall, with reasonable promptness, but in no event in no more than ten (10) days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the Contracting Officer's decision, shall notify the Contracting Officer in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (1) given the notice within the time stated in paragraph (c) above, and (2) excepted its claim relating to such decision from the final release, and (3) brought suit against the BCHA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the BCHA that it submit a final voucher and release, whichever is earlier, then the Contracting Officer's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(f) The Contractor is prohibited from placing a lien on the BCHA's property. This prohibition shall apply to all subcontractors.

16. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In this event, the BCHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the BCHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the BCHA in completing the work.

(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if-

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the BCHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the BCHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine

restrictions, (viii) strikes, (x) freight embargoes, (x) unusually severe weather, or (x) delays of subcontractors or suppliers at any time arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within ten (10) days from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision that shall be subject to the provisions of clause ***15. Disputes*** herein.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for the convenience of the BCHA.

17. Liquidated Damages

(a) If the contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause ***16. Default*** of this contract, the contractor shall pay to the BCHA as liquidated damages, the sum of $100.00 for each day of delay. To the extent that the contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the BCHA. The contractor remains liable for damages caused other than by delay.

(b) If the BCHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the BCHA in completing the work.

(c) If the BCHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

18. Termination For Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the BCHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the BCHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination which costs shall be paid to the Contractor within 90 days of receipt by

the BCHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the BCHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the BCHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the BCHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) Any disputes with regard to this clause are expressly made subject to the provisions of clause ***15. Disputes*** herein.

19. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract, except that claims for monies due or to become due from the BCHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

20. Subcontracts

(a) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the State in which the work under this contract is to be performed.

(b) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(c) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(d) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the BCHA, or between the subcontractor and HUD.

21. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to assure that, whenever possible, subcontracts are awarded to minority firms, women's business enterprises, and labor area firms:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

(e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and state and local governmental small business agencies.

22. Equal Employment Opportunity

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and THAT employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, 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, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and clause 36, INDIAN PREFERENCE herein.

23. Equal Opportunity for Businesses and Unemployed and Underemployed Persons (HUD Act of 1968, Section 3)

(a) In accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, the Contractor shall, to the maximum extent practicable:

(1) Providing training and employment opportunities to the unemployed and underemployed residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located; and

(2) Award contracts for work in connection with the project to business concerns that are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan county as the project.

(b) The Contractor shall insert or cause to be inserted this same provision in each construction subcontract.

24. Indian Preference (Applicable to contracts awarded by Indian Housing Authorities for projects owned or controlled by Indian Housing Authorities)

(a) The work to be performed under this contract is on a project subject to section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b). Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (2) preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

(b) The parties to this contract shall comply with the provisions of Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b) and all HUD requirements adopted pursuant to section 7(b).

(c) In connection with this contract, the parties shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned Economic Enterprises, and preferences and opportunities for training and employment to Indians.

(d) This section 7(b) clause shall be incorporated into every subcontract in connection with the project.

(e) Upon a finding by the BCHA or HUD that any party to this contract is not in compliance with the section 7(b) clause, said party shall, at the direction of the BCHA, take appropriate remedial action pursuant to the contract.

25. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

26. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the BCHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the BCHA 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.

27. Limitations on Payments Made to Influence Certain Federal Financial Transactions

(a) The Contractor agrees to comply with Section 1352 of title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement, or the modification of any Federal contract, grant, loan, or cooperative agreement.

(b) The contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(c) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this clause.

28. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the BCHA harmless from loss on account thereof; except that the BCHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

29. Rights in Data and Copyrights

Except as provided elsewhere in this clause, the BCHA shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software.

The contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this

clause; and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.

For data first produced in the performance of this contract, the contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The contractor grants the BCHA and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the BCHA.

The contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains copyright notice, unless the contractor identifies such data and grants the BCHA a license of the same scope as identified in the preceding paragraph.

The BCHA agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this contract are improperly marked, the Contracting Officer may either return the data to the contractor, or cancel or ignore the markings.

The contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the contractor's obligations under this contract.

Notwithstanding any provisions to the contrary contained in any contractor's standard commercial license or lease agreement pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such agreement has been proposed prior to the award of this contract or of the fact that such agreement may be affixed to or accompany the restricted computer software upon delivery, the contractor agrees that the BCHA shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing agreement, shall be subject to the following procedures.

The restricted computer software delivered under this contract may not be used, reproduced, or disclosed by the BCHA except as provided below or as expressly stated otherwise in this contract. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any BCHA location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.

30. Examination and Retention of Contractor's Records

(a) The BCHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the clause above titled ***15. Disputes***, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the BCHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

— LOWER TIER COVERED TRANSACTIONS —

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Tel. 202-501-3566 or 202-501-4740).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

— LOWER TIER COVERED TRANSACTIONS —

_____, the prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

NOTE: Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Explanation Attached? [ ] YES [ ] NO

_____

Signature Name Printed/Typed Date

_____

Firm Name

_____

Address/City/State/Zip

SECTION 3 CLAUSE

Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

(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. 1701u (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 HUD'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 impediment 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 Section 3 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 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 CFR Part 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 CFR Part 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.

SECTION 3 SOLICITATION OVERVIEW AND INSTRUCTIONS FOR CONTRACTORS

The Berks County Housing Authority's Section 3 policy requires that when the **Section 3 regulation is triggered by a need for new hires (whether individual employees, contractors or sub-contractors)**, every effort within the contractor's disposal must be made to the greatest extent feasible to offer all available employment and contracting opportunities to its residents based on the tiers below. Only when the regulation is triggered by a contractor and they are unable to offer employment or contracting. The contractor may offer employment related training to the Authority residents. The training must be in an amount equal to or exceeding 3% of the total contract award.

I. Tiers for offering all opportunities to Section 3 Residents and Resident Owned Businesses

1. **Tier I** are Authority residents/resident owned businesses at the property where the work is being performed
2. **Tier I** are Other Residents/resident businesses of the Authority
3. **Tier II** are other low and very low income persons and Youthbuild participants in this authority's service area

II. What is a Section 3 Business Concern and how do they receive Preference in contract award?

A business that meets these certification definitions must receive Preference in contracting:

1. Is 51% or more owned by Section 3 residents;
2. Employs Section 3 residents for at least 30% of its full-time, permanent staff; or (**During the entire life of the contrac**t)
3. Provides evidence of a commitment to subcontract to Section 3 business concerns, 25% or more of the dollar amount of the awarded contract.

III. Important Items to remember about receiving Preferences in contract award

1. Anytime you can elect to hire at 30% of Berks total New Hires, or
2. Sub-contract at least 25% of Berks total award to a Section 3 Business Concern
3. YOU MUST MAINTAIN THOSE PREFERENCE LEVELS DURING THE ENTIRE CONTRACT OR RISK HAVING THE CONTRACT TERMINATED FOR FAILURE TO COMPLY

IV. Other Methods of Compliance

Contractors can provide an array of trainings to Section 3 residents that are employment related, skills enhancing or employment readiness in nature. Here are the methods of achieving compliance through this method:

1. Contractor must develop a solid professional curriculum and it must be approved by a qualified state Department of Labor or the Authority.
2. Contractor may identify a person or persons that are qualified to provide the training within their staff.
3. Contractors can partner with other groups that provide the desired training and pay them directly for the service.

4. The contractor can sub-contract the Section 3 compliance training to an outside firm specializing in training and educational programs to Section 3 residents.

V. All Contracts and All Contractors must meet Section 3 compliance by:

1. Giving notice of any and all opportunities for employment and contracting to the local PHA and other low and very low income area residents and businesses by running ads, distributing flyers, community announcements, letter to targeted persons, newsletters, etc. as far in advance of the opportunity as possible.
2. Clearly stating the requirements for applying for and achieving the opportunity and that the project is paid by "Section 3 Covered funds under the HUD Act of 1968".
3. Utilizing the Section 3 Clause when soliciting any work.
4. Hold informational or "How to Apply" meetings when possible prior to requesting bids or taking applications so the residents or businesses are encouraged to apply for the opportunity.
5. Help link residents or businesses to local resources that may be available to help prepare them for applying for and achieving the opportunity.
6. Work with the Authority in developing a communication and follow up process to track and report all Section 3 application and hiring activities to ensure the reporting of compliance efforts, and that contracting and sub-contracting are accurate.
7. Provide Preference in hiring and contracting to Section 3 applicants and contractors when all factors are equal for the opportunity including price and salary requests.
8. **Contractors must provide this package to all sub-contractors when soliciting bids**; meet all the same processes in A-F; and provide Preference to all sub-contractors meeting the definitions as stated in Item II on page 14 in that order of priority when all factors remain equal between Section 3 and non-Section other respondents.

SECTION 3 CONTRACT COMPLIANCE CURE AND TERMINATION PROCESSES

This language is a component of contract compliance with the work you are responding to in this solicitation. It is being placed in the Section 3 compliance section for ease of reference and due notice. The full requirements are provided in the Section 3 Clause found elsewhere in this package or in the HUD forms 5370-C or 5370 C1 as may be applicable.

All contractors claiming a Preference in contracting by meeting any of the three qualifications including; a Resident Owned Business, Hiring 30% of New Hires and/or Sub-contracting at least 25% of total award to a Section 3 Concern shall maintain that status throughout the life of the contract. Failure to meet this requirement will result in penalties up to and including contract termination. Any contractor triggering the regulation by doing any hiring or contracting once they are awarded the contract through execution must comply with the Section 3 requirements by executing the efforts on their Certification and Action Plan in accordance with the Authority's Section 3 Action Plan.

The Authority shall execute these remedies to achieve compliance in this order:

A. Based on the first observation or report of non-compliance with Section 3, the contractor will be sent an e-mail by the compliance management contractor notifying them of their non-compliance issue. The contractor will have until the next payroll or 14 calendar days, whichever is lesser to bring the contract into compliance.
B. If at any time a contractor fails to bring the contract into compliance, the Authority must withhold all future payments until the contract is in compliance.
C. The contractor shall have up to 15 business days from the most recent notice of non-compliance to meet compliance as a final cure period or justify in writing to the Authority why it cannot meet compliance. The Authority must render a response to the contractor within 10 business days of receipt of its letter of reason for non-compliance. If the Authority deems the cause to be unacceptable , at its option, can extend the cause period one time for up to 5 days to allow the contractor to identify and secure other compliance options, or
D. If the contractor fails to take any corrective action to bring the contract into compliance within 7 business days from the most recent notice of non-compliance, or the Authority does not accept any of their corrective plans or justifications for non-compliance, the Authority must terminate the contract immediately. **All funds due to the contractor shall be held** and a financial workout of the agreement shall proceed within 24 hours of termination. The workout is to include a contract deduct equal to the total Section 3 contract violation of opportunities provided to non-Section 3 residents or business because they were not offered according to the contract and regulation award. All remaining funds can be paid out based on work satisfactorily completed per the agreement.

Any contractor claiming to meet Section 3 compliance by committing to hire residents, fund training itself **shall meet compliance within seven (7) calendar days of contract start** or the Authority shall halt all work related to the agreement and the actions listed in steps A-D in this section shall apply.

The contractor understands and agrees that a compliance management firm will be used to conduct routine and certified payroll reviews to ensure compliance. Contractor agrees to provide the payroll data in an Excel or Word format each time the payroll is processed throughout the contract.

BERKS COUNTY HOUSING AUTHORITY
BIDDER/OFFEROR/PROPOSER
REQUIRED SECTION 3 ACTION PLAN AND/OR CERTIFICATION

Name of Business _____

Address of Business _____

Type of Business (Check One): ☐Corporation ☐Partnership ☐Sole Proprietorship ☐Other

Business Activity: _____

All firms and individuals intending to do business with the Authority MUST complete and submit this Action Plan and submit it with the bid, offer, or proposal. Any solicitation response that does not include this document (completed, signed, and notarized) will be considered non-responsive and not eligible for award.

I am Certifying as a Section 3 Concern and requesting Preference accordingly (Select only One Option):

1. A business claiming status as a Section 3 Resident-Owned Business Concern (ROB) entity:
   Initial here to select this option _____

Provide Certification for Section 3 Residents and proof that they own a minimum 51% of the business

2. A business claiming Section 3 status, because at least 30% of the existing or newly hired workforce for this specific contract will be Section 3 residents throughout the entire contract period. If a Prime or General Contractor is electing this option, the 30% employment requirement will be for the entire project including all the sub-contractors employees:
   Initial here to select this option _____

   Check all methods you will employ to secure Section 3 Residents/Persons
   - ☐ Distribute Flyers door-to-door to ALL local public housing authorities
   - ☐ Post notice on the Authority's web site
   - ☐ Run multiple advertisements in the local paper announcing the hiring opportunities
   - ☐ Post signs at the entrance to the job site that it is a Section 3 covered project
   - ☐ Notify residents and local community organizations including shelters and churches
   - ☐ Defer to any list of Employment Readiness trained residents provided by the Authority
   - ☐ Other: _____

   I anticipate my total number of employees for this contract to be ____ and _____ will be qualified Section 3.

3. A business claiming Section 3 status by subcontracting 25% of the dollar award to qualified Section 3 Business(es):
   Initial here to select this option _____

- Provide a list of intended subcontract Section 3 business(es) with subcontract amount
- Provide certification & all supporting documentation for each planned subcontract Section 3 Business

*I am **NOT** certifying as a qualified Section 3 Business Concern but if I trigger the regulation by doing any sub-contracting or hiring I will comply by (Select from below):*

4. I commit to hiring and maintaining throughout the life of any contract awarded as part of this solicitation (Including and changes or modifications) at least _____ Tier I Section 3 Residents from the housing authorities lease holders or housing choice voucher holders administered by this county. Only if no Tier I residents can be secured, the contractor may hire other low and very low income persons within the service area. Sufficient written justification will be required as to why no Tier I Resident could be hired.

   Check all methods you will employ to secure Section 3 Residents/Persons

   ☐ Distribute Flyers door-to-door to ALL local public housing authorities
   ☐ Post notice on the Authority's web site
   ☐ Run multiple advertisements in the local paper announcing the hiring opportunities
   ☐ Post signs at the entrance to the job site that it is a Section 3 covered project
   ☐ Notify residents and local community organizations including shelters and churches
   ☐ Defer to any list of Employment Readiness trained residents provided by the Authority
   ☐ Other: _____

   Initial here to select this option _____

5. I will commit to funding, from my contract, a qualified Section 3 training in place of Employment or Contracting in the amount of 3% or more of my total contract award as required by the authority's policy. That training will commence within ten (10) days of contract start. My training will be:

   ☐ Employment Readiness Training (*List Training)* _____ for up to ____ residents
   ☐ Employment Skills Classroom (*List Training)*_____ for up to ____ residents
   ☐ Employment Skills Job Site (*List Training)*_____ for up to ____ residents
   ☐ Other Site (*List Training)*: _____ for up to ____ residents

   (Contractor understands that if Job Site training is completed by having the trainee complete work comparable to HUD defined employment categories, the trainees must be paid Davis-Bacon wages and covered under their workers compensation insurance)

   Initial here to select this option _____

6. I will do the following to meet compliance that meet the 3% for all contracts other economic requirements.

   _____
   _____
   _____

   Initial here to select this option _____

My selected method of compliance is # _____ from above options #4 - #6.

If Contractor does not anticipate triggering the regulation, check this box ☐ and initial by the reason below.

_____ I do not anticipate any new hires on this contract.

_____ I do not anticipate any new contracting by my firm on this contract.

BERKS COUNTY HOUSING AUTHORITY
BIDDER/OFFEROR/PROPOSER
REQUIRED PREVIOUS SECTION 3 COMPLIANCE CERTIFICATION

Name of Business

_____

Address of Business

_____

Type of Business (Check One): ☐Corporation ☐Partnership ☐Sole Proprietorship ☐Other

Business Activity:

_____

All firms and individuals intending to do business with the Authority **MUST** complete and submit this certification of prior compliance with their bid, offer, or proposal. Any solicitation response that does not include this document will be considered non-responsive and not eligible for award. I am certifying that I have complied with the HUD Section 3 Regulations in my past contracts when required by employing the following:

1. I was a Section 3 Resident-Owned Business (ROB). List the Contracts Work and HUD Funded Entity:

_____ _____
_____ _____
_____ _____

2. I complied with Section 3 by employing at least 30% of the newly hired workforce for these contracts and maintained them throughout the entire contract period:

List the contracts worked and the HUD funded entity:

_____ _____
_____ _____
_____ _____

3. I complied with Section 3 by subcontracting 25% of the total dollar award to a qualified Section 3 Business:

List the contracts worked and the HUD funded entity and Section 3 Concern you sub-contracted to:

_____ _____ _____
_____ _____ _____

4. I complied with Section 3 on a previous HUD funded contract by doing these things and with these entities:

(What was done?)

List Entities you worked for:

---

5. I have never done any HUD funded contracting. ☐ Check this box

6. I completed HUD Section 3 covered contracts in the past three years but was not required to meet compliance. ☐ Check this box and initial by the corresponding reason below.

   _____ I did not trigger the regulation by doing any new hires on the contract(s).

   _____ I did not trigger the regulation by doing any new subcontracting on the contract(s).

ASSURANCE OF COMPLIANCE CERTIFICATION
SECTION 3 ACTION PLAN - HUD ACT OF 1968

(12 U.S.C. 1701 U)

RE: Berks County Housing Authority

Contract Name or Number: _____

Purpose: To ensure that regulations promulgated under 24 CFR Part 135 Employment Opportunities for Businesses and Lower Income Persons in Connection with Assisted Projects and the Section 3 Plan and Policy of the Berks County Housing Authority to the greatest extent feasible is adhered to, and to serve as the 'assurance of compliance" certification and action plan as required in the bid documents, supplemental general conditions, and HUD Forms 5370 or 5370C for the contract for any work with the Authority.

Description of the project's work detail: The project work will be as listed in the final scope of work in the contract with the Authority including any change orders.

Subcontractor(s): _____ **Subcontractor(s)**: _____
Subcontractor(s): _____ **Subcontractor(s)**: _____
Subcontractor(s): _____ **Subcontractor(s)**: _____
Subcontractor(s): _____ **Subcontractor(s)**: _____
Use an additional sheet if required.

Preliminary Statement for Work Force Needs: Though employment readiness training is our preferred method of Section 3 compliance, it is our intent to identify any short-term and long-term employment or contracting opportunities for qualified Section 3 persons and concerns during the course of our contract with this housing county. Please list the status of all planned employment position and opportunities for this contract. **Preference for all opportunities must be given to public housing residents if they qualify. If awarded a contract I will have to provide a list of my aggregate workforce on this project. Any changes to that workforce during the project will constitute new hires.**

Category	# of Project Workforce Positions	Status of All Positions
Skilled	_____	_____
Semi-Skilled Labor	_____	_____
Trainees	_____	_____
Laborers	_____	_____

"To the Greatest Extent Feasible":

The Contractor has identified ___ # of **OPEN** positions with respect to this contract. The positions are filled by the _____ (Position title) of the Contractor.

Should the scope of work or duties of the contractor change to a degree requiring a modification of the work force needs, the contractor shall put forth a good faith effort to fill vacant positions with the Authority resident applicants and/or very low-income area residents.

Documentation of "To the Greatest Extent Feasible":
The contractor will work with the Authority property managers and staff to notify residents of any opportunities afforded under our contract. The contractor will partner with the Authority by giving preference of any employment opportunities to the Section 3 persons or concerns that have successfully completed the authorities most recent or previous employment readiness type training. It is the contractor's intent to partner with the Authority in selecting new employees or businesses from the list they provide, or to execute its own company sponsored training. The contractor will seek to have the Authority provide a referral for a qualified training firm that can also provide technical assistance in working with the Section 3 covered persons and/or businesses to advise the contractor on how best to comply with the HUD regulations.
The contractor shall recruit or attempt to recruit from the Section 3 area the necessary number of low-income and very low-income residents through documentation of the following:

1. Local media advertising

2. Signs placed at the proposed site for the project and the Authority's offices and flyers hand delivered to all local public housing apartments

3. Maintain a list of all low-income area residents who have applied, either on their own or from referral from any source, and employ such person if otherwise eligible and if a trainee vacancy exists.

4. Provide evidence that the contractor has not filled vacant employment positions in its workforce immediately prior to undertaking work in an attempt to circumvent Section 3 regulations.

5. Review and determine if low-income and very low-income residents meet minimum hiring qualifications. Applicants meeting such minimum qualifications, but not hired due to lack of job openings or for other operations reasons, will be placed on a priority hiring list and offered positions upon the occurrence of the first available appropriate job opening.

Utilization of Businesses Located or Owned in Substantial Part by Persons Residing in the Area:
The contractor does ☐ does not ☐ intend to subcontract any of the work identified in the scope of work cited in the bid specifications, scope of work or General Conditions. Should the scope of work or needs of the contractor change, the contractor shall, to the greatest extent feasible, assure that subcontracts be awarded to business concerns within the Section 3 covered area, or to business concerns owned in the substantial part (at least 51%) by persons residing in the Section 3 covered area.

Record Keeping:
The contractor shall maintain on file all records related to employment and job training of low-income and very low-income residents or other such records, advertisements, legal notices, brochures, flyers, publications, assurances of compliance from subcontractors, etc, in connection with this contract. If there is a report that is needed as part of the submission you agree to

provide it timely. The contractor shall, upon request, provide such records or copies of records the Authority, its staff, or agents.

Reports:
The contractor shall provide reports as required in connection with the contractor specifications. All certified and regular payrolls shall clearly detail which employees qualify under Section 3.

Certification:
The contractor will certify that any vacant employment positions, including training positions that filled:

1) After the contractor is selected but before the contract is executed, and

2) With persons other than those to who the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the subcontractor's obligations under 24 CFR Part 135.

Grievance and Compliance:
The contractor or subcontractor hereby acknowledges that they understand that any low-income and very low-income resident of the project area, for him/her or as representatives of persons similarly situated, seeking employment or job training opportunities in the project area, or any eligible business concerns seeking contract opportunities may file a grievance if a good faith effort was not followed. The grievance must be filed with HUD not later than one hundred eighty (180) calendar days from the date of the action (or omission) upon which the grievance is based.

I attest that the above information is true and correct.

_____
Signature

_____
Print Name Title Date

STATE OF _____

COUNTY OF _____

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that, _____, whose name as _____ of _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing conveyance, he/she, in his/her capability as _____, and with full county, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 20___.

Notary Public: _____

My Commission Expires: _____

SECTION 3 SELF-CERTIFICATION AND SKILLS DATA FORM

The purpose of this form is to comply with HUD Section 3 administration and certification regulations.

Certification for Public Housing Residents or Others Seeking Employment or Training

I, _____, am legal resident of the United States and meet the income eligibility and federal guidelines for a Section 3 Resident as defined on the next page.

My home address is:

_____

Must be a **Street** address not a P O Box # Apt Number

_____

City State Zip Home # Cell #

Graduated High School or GED (month/year) _____ I Read and Speak English Fluently Yes or No

Attended College, Trade, or Technical School ___Yes/No Graduated___ Yes/No Year Graduated ____

Check the Skills, Trades, and/or Professions you have been employed in or contracted to do for others:

☐Drywall Hanging	☐Drywall Finishing	☐Interior Painting	☐Framing
☐HVAC	☐Electrical	☐Interior Plumbing	☐Exterior Plumbing
☐Siding	☐Cabinet Hanging	☐Door Replacement	☐Trim/Carpentry
☐Stucco	☐Window/Door Repl.	☐Construction Cleaning	☐Exterior Framing
☐Data Entry	☐Receptionist	☐ Sales	☐Telephone Customer Service
☐Administrative	☐Teaching/Training	☐Personal Care Aide	☐Landscaping
☐CDL License	☐Roofing	☐Concrete/Asphalt Work	☐Heavy Equipment Operator
☐Fencing	☐Metal/Steel Work	☐Welding	☐Other _____

I am certifying as a Section 3**:** ☐ **Person seeking Training** **or** ☐ **Person seeking employment**

(Check all that apply):

☐ I am an BCHA Public Housing or Section 8 Lease holder ☐ I live in the BCHA service area(Berks County)

My total annual household income is $_____ There are a total of _____ people living in my household

I certify that all of the information given above is true and correct. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual which may be grounds for termination of training, employment, or contracts that resulted from this certification. I attest under penalty of perjury that my total household income annually, based on my total household size as listed above is at or below the income amount for that specific size at the time of this document is being signed and notarized. I understand that proof of this statement may be requested in the future.

_____ _____

Signature Date

STATE OF _____

COUNTY OF _____

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that, _____, whose name as _____ of _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing conveyance, he/she, in his/her capability as _____, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 20___.

Notary Public: _____

My Commission Expires: _____

Purpose:
The purpose of Section 3 of the Housing and Urban Development of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic and business opportunities generated by HUD Financial Assistance shall be directed to the Authority Residents and other low- and very low-income persons, particularly those who are recipients of government housing assistance and to business concerns which provide economic opportunities to Residents and other low- and very low-income persons.

Section 3 resident means:

(1) A public housing resident; or
(2) An individual who resides in the metropolitan area or non-metropolitan county in which the section 3 covered assistance is expended, and who is:

I. A low-income person, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80% of the median family income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or

II. A very low-income person, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2) defines this term to mean families (including single persons) whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments made for smaller or larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

(3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Service area means the geographical area in which the persons benefiting from the section 3-covered project reside.

The figures below represent very low-income families; bottom figures represent low-income families.

FY 2019 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

FY 2019 Income Limit Area	Median Family Income Explanation	FY 2019 Income Limit Category	Persons in Family 1	2	3	4	5	6	7	8
Lancaster, PA MSA	$76,200	Very Low (50%) Income Limits ($) Explanation	26,700	30,500	34,300	**38,100**	41,150	44,200	47,250	50,300
		Extremely Low Income Limits ($)* Explanation	16,000	18,300	21,330	**25,750**	30,170	34,590	39,010	43,430
		Low (80%) Income Limits ($) Explanation	42,700	48,800	54,900	**60,950**	65,850	70,750	75,600	80,500

PROPOSAL EVALUATION FORM
LEGAL SERVICES

Firm Name: _____

ITEM	DESCRIPTION	MAX.PTS.	RATING
1.	Demonstrated a specialized knowledge and an understanding of Federal, State, and local housing and (re)development programs.	15	
2.	Demonstrated specialized knowledge and understanding of the areas of law common to a PHA (public housing authority.)	15	
3.	Listed the firm's prior experience in providing legal services of the nature required to a PHA (public housing authority.)	20	
4.	Delivered legal services are affordable.	20	
5.	Provided evidence and assurance of the firm's ability to perform responsively and promptly. Listed and described the adequacy of its technical and human resources.	15	
6.	Is conveniently located and accessible to the BCHA.	15	
	SUB-TOTAL	**100**	
	Section 3 Bonus	5	
	TOTAL	**105**	

Ranked by: _____ Date: _____

LEGAL SERVICES CONTRACT

THIS AGREEMENT, made this by and between the **Housing Authority of Berks County**, a body corporate and politic and existing under and by virtue of the laws of the Commonwealth of Pennsylvania hereinafter referred to as the "Authority" or "BCHA", and

(Attorney)

hereinafter called "Attorney".

WHEREAS, the Authority requires the services of an attorney to assist with legal matters that arise in conjunction with the operation and administration of it various housing programs;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. ***Attorney's Scope of Services.*** The Attorney shall perform the following services in conjunction with the Authority's Conventional Public Housing Program, the Housing Choice Voucher Program (formerly Section 8 Assisted Housing), and any other program or administrative area(s) as may be required:

a. Provide legal advice, counsel, services, training, consultation, and opinions to the BCHA board of directors, executive director, and senior staff on a wide variety of municipal authority- and housing-related topics/assignments.

b. Provide legal representation at all BCHA public meetings, and at other meetings when requested.

c. Appearance for and representation of the BCHA in court for litigated matters.

d. Rendering of all legal opinions at the request of the BCHA board of directors or executive director.

e. Advice and assistance with the preparation of any legal document.

f. Provide the BCHA board of directors or executive director a legal perspective and advice on various governmental issues.

g. Perform other legal services and tasks as assigned by the BCHA board of directors or executive director.

2. ***Term of Contract.*** The base term of the contract shall be the three-year period beginning October 1, 2022 and ending September 30, 2025.

3. ***Compensation.*** The Authority agrees to pay the Attorney as full compensation for all of the services rendered under this contract according to the following fee schedule (all rates are per hour):

(Fee Schedule)

4. ***Payment.*** Payment shall be made monthly as expenses are incurred and as services are rendered to the Authority. The Attorney's monthly invoice shall include a fully detailed statement, including, at a minimum: dates of service; monthly retainers; number of hours charged at each of the rates listed above in paragraph 3 and a brief description of the service or activity involved at each rate; itemized out-of-pocket expenses.

5. ***Changes.*** The Authority may, from time to time, request changes in the scope of the services of the Attorney to be performed hereunder. Such changes, including any increase or decrease in the amount of the Attorney's compensation, which are mutually agreed upon by and between the Authority and the Attorney, shall be incorporated in written amendments to this contract.

6. ***Notices.*** Any notice, instruction, request, or demand required to be given or made to the Attorney hereunder shall be deemed to be duly and properly given or made if delivered or mailed, postage prepaid to

(Attorney)

or to such other representative or address as shall be designated in writing by the Attorney. Any notice, request, information, or document required to be given or delivered hereunder by the Attorney to the Authority or any of its representatives shall be signed or approved in writing by the Attorney and shall be sufficiently given or delivered if mailed, postage prepaid, to

Gwendolyn F Didden
Housing Authority of Berks County
1803 Butter Lane
Reading, PA 19606-1100

or to such representative or address as the Authority may designate to the Attorney.

7. ***Release on Final Payment of Compensation.*** Prior to final payment under this contract, or prior to settlement upon termination of the contract, and as a condition precedent thereto, the Attorney shall execute and deliver to the Authority a Certificate of Release in a form acceptable to the Authority, containing a release of all claims against the Authority under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Attorney in stated amounts set forth therein.

8. ***Responsibility of Attorney.*** The Attorney shall apply reasonable and proper skills, judgment, and care which are customary and normal to professional legal practice, and shall be liable to the Authority for damages or losses resulting from failure to apply the above reasonable and proper skills, judgment and care.

9. ***Covenant Against Contingent Fees.*** The Attorney warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee.

10. ***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.

11. ***Personnel.***

a. The Attorney 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 Attorney 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.

12. ***Anti-Kickback Rules.*** The Attorney shall comply with all 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).

13. ***Interest of Attorney.*** The Attorney covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the Authority's Project Areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Attorney further covenants that in the performance of the contract no person having such interest shall be employed.

14. ***Findings Confidential.*** All of the reports, information, data, etc., prepared or assembled by the Attorney under this contract are confidential and the Attorney agrees that they shall not be made available to any individual or organization without the prior written approval of the Authority.

15. ***Contract Documents.*** The contract shall consist of the following parts:

a. This instrument;
b. General Conditions; and,
c. Attorney’s Proposal dated _____

IN WITNESS WHEREOF, the Authority and the Attorney have executed this agreement, the day and year first written above.

Attest:

HOUSING AUTHORITY OF BERKS COUNTY

_____

Kathryn Hoffman,
Director of Fiscal Affairs

By_____
Gwendolyn Didden, Executive Director

Date _____

(SEAL)

Attest:

(Attorney)

By: _____

_____

Name _____

Title _____

Date _____

(SEAL)