



Housing Authority of the City of Pittsburgh

Contracting Officer
100 Ross Street
2nd Floor Suite 200
Pittsburgh, PA 15219
(412) 456-5116
Fax: (412) 456-5007
www.hacp.org

January 4, 2013

Bond Counsel Legal Services

RFQ # 600-54-12

ADDENDUM NO. 2

This addendum issued January 4, 2013 becomes in its entirety a part of the Request for Qualifications ("RFQ") RFQ # 600-54-12 as is fully set forth herein:

Item 1: Please prepare your proposal in response to the attached revised RFQ. This revised RFQ (See Attachment A to this Addendum) replaces the documents issued on December 10, 2012.

Item 2. Q: When we submit our proposal, may we handle our contractual issues by providing a "mark-up" of the sample contract?

A. No, any proposed changes to the terms/conditions will be handled during negotiations. If the Housing Authority of the City of Pittsburgh ("HACP") and the highest ranked firm cannot reach agreement, then HACP will negotiate with the next highest ranked firm(s) until the list of the firms in the competitive range is exhausted.

Item 3: Q: How is Allies & Ross Management and Development, Inc. "affiliated" with the Authority? Is it a 501(c) (3) corp.? Who are the principals involved?

A. Allies & Ross Management and Development Corporation ("ARMDC") is a member owned not-for-profit corporation. The sole member is HACP. As the sole member, HACP elects ARMDC's board.

Item 4: Q: Who is the Authority's "separate legal counsel" responsible for mixed-finance transactions?

A. The law firm of Cohen & Grigsby, P.C.

Item 5: Q: KBK Enterprises is identified as the "co-developer". Who is this? Is it a 501(c) (3)? Who are the principals?

A. Keith B. Key Enterprises, LLC, is an Ohio limited liability company. It is a for-profit entity procured by ARMDC to serve as the co-developer for Addison Terrace. Keith B. Key is the President and CEO.

Item 6: Q: Some of the items of responsibility listed in the scope of services section of the RFQ are outside the scope of a regular bond counsel representation. Should we indicate which of these responsibilities we would NOT cover as Bond counsel?

A. HACP would prefer that the selected Bond Counsel have the capacity to provide all the services requested in the RFQ. If your firm does not currently have the capacity, please ensure that you secure the capacity and include that information in your proposal. If your firm will not provide a service(s), please identify such service(s) and provide a reason why your firm will not provide such service(s).

Item 7: Q: There is a sentence that states that the bond counsel "will also provide disclosure Counsel Services." We can advise the authority on its obligations, but we will not be in a position to provide 10b-5 opinions, nor would we "prepare" the offering document. We would summarize the legal documentation for the OS.

A. Bond Counsel will be expected to (i) provide those sections of the offering document which describe the bond documents, the security for the bonds and tax matters; and (ii) review and comment on all sections of the offering document.

Item 8: Q: We will not "negotiate" insurance coverages. How do we handle this in our proposal?

A. Please provide a Certificate of Insurance showing your insurance coverage amounts and types of insurance. HACP conducts responsibility checks of all vendors. If your coverage amounts do not meet the requested coverage amounts and/or the types of insurance requested, HACP reserves the right to select the next responsive and responsible vendor.

Item 9: Q: The RFQ asks as to "specifically identify" our profit, based on the quoted fee. This seems like it comes from a construction contract. Is it a typo?

A. See Revised RFQ, Section G.

Item 10: Q: Our firm is interested in responding to both the HACP Bond Counsel and Various Legal Services RFQs. We noticed page 2 of the Bond Counsel RFQ states: "HACP has separate legal counsel responsible for its mixed-finance transactions and therefore such services are not within the purview of the RFQ. Furthermore, HACP's Mixed-Finance and construction services counsels are not eligible to respond to this Bound Counsel RFQ." Does this mean we can only respond to one of the RFQs? If we arable to respond to both should we not reply to construction and mixed-finance sections of the various legal matters RFP?

A. Proposers may respond to both the RFQ for Bond Counsel Legal Services and the RFQ for Various Legal Services, however, HACP will not consider your response to the Bond Counsel RFQ if you also respond to the construction and mixed-finance sections of the RFQ for Various Legal Services. HACP will not use the same law firm for bond counsel services and the construction/mixed-finance services.

Item 11: Q. At the pre-proposal conference on December 19, 2012, the question was raised if HACP has been involved in a 4% tax-exempt bond transaction in the past 3 to 5 years?

A. HACP was party to bond issuances for the Legacy Apartments with a Bond Closing on December 20, 2005 and Bedford Phase III with a Bond Closing on March 17, 2008, respectively. The bonds were issued by the Urban Redevelopment Authority of Pittsburgh on these transactions. HACP has not issued bonds itself in the last five years. The information relating to these bond transactions will be available to the selected Bond Counsel for reference purposes only.

Item 12: The submission due date, time and location remain unchanged at January 14, 2013 at 10 am at 100 Ross St. 2nd Floor, Pittsburgh, PA 15219.

END OF ADDENDUM NO. 2



Mr. Kim Detrick
Procurement Director/Contracting Officer



Date

Bond Counsel Legal Services

RFQ # 600-54-12

ADDENDUM NO.2

(Attachment A) Revised RFQ

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

REVISED
1-4-2013

REQUEST FOR QUALIFICATIONS for BOND COUNSEL LEGAL SERVICES RFQ# 600-54-12

DUE

December 28, 2012

10:00 a.m.

To:

**Kim Detrick
Director of Procurement
Housing Authority of the
City of Pittsburgh
100 Ross Street, Suite 200
Pittsburgh, PA 15219**

**SECTION I
INTRODUCTION****REVISED**
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The Housing Authority of the City of Pittsburgh ("HACP") is requesting proposals from qualified attorneys or legal firms with experience as Bond Counsel interested in serving as Bond Counsel to HACP for the redevelopment of Addison and other financing over a period up to four years. . A detailed scope of services is provided in Section II of this Request for Qualifications ("RFQ").

Background Information

HACP engages in the development of affordable and/or mixed-income housing through its affiliate, Allies & Ross Management and Development, Inc. ("ARMDC"). These developments are financed through combinations of HACP Moving to Work ("MtW") funds and loans secured from the U.S. Department of Housing and Urban Development ("HUD"), Low-Income Housing Tax-Credit Equity, 4% tax-exempt bond (and taxable) debt and other public and private funding. The process of obtaining HUD approvals for these "mixed-financed projects," the documentation required and the closings on these transactions present numerous and complex issues which must be properly addressed and resolved. HUD's regulations, primarily those at 24 CFR Part 941, Subpart F, and others as well, plus Section 42 of the Internal Revenue Code and the requirements of the Pennsylvania Housing Finance Agency ("PHFA"), with respect to Low-Income Housing Tax-Credits ("LIHTCs"), must be carefully followed for the successful closing and implementation of a mixed-financed project.

HACP has separate legal counsel responsible for its mixed-finance transactions and therefore such services are not within the purview of this RFQ. Furthermore, HACP's Mixed-Finance and construction services counsels have been asked not to respond to this Bond Counsel RFQ.

HACP requires that all Bond Counsel Legal Services performed are in compliance with all rules, regulations and requirements of Mixed-Finance Development set forth at 24 C.F.R. Part 941 and all other applicable Federal regulations including, but not limited to, IRS Code, the Quality Housing & Work Responsibility Act of 1998 ("QHWRA") (Section 208 of title V of the FY 1999 HUD appropriations Act, (Public L.105-276, 112 Stat. 2518, approved October 21, 1998) amended the U.S. Housing Act 1937.

Addison Redevelopment Specific Information

Over the next five years, HACP through its affiliate, ARMDC and co-developer, KBK Enterprises, will redevelop the existing 734 unit Addison community. The financial plan includes leveraging tax credit equity including 4% tax-exempt bond, municipal support for infrastructure, and hard debt and public funds of approximately \$160 Million to finance the development of 400 units in three-(3) phases.

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For example, the first phase of Addison, known as Addison Phase I, will consist of one hundred eight-six (186) mixed-finance residential units. Phase I will contain a mix of one, two, three, four and five bedroom townhomes with on-street and off-street parking for the residents. One hundred sixty eight-(168) units will be market rate units with affordability up to 80% of AMI and 18 pure market rate units.

The estimated total development cost of the project is \$72 Million Dollars. The proposed financing plan for Addison Phase I will require a tax-exempt bond-funded first mortgage loan. The principal amount of the bonds will be \$18,351,913.00 with a 40-year term. It is anticipated that the bonds will be sold through a public offering by an underwriter and will have a fixed rate.

Structure of the Transaction

HACP anticipates that Phase I's Initial Application for Tax Exempt Volume Cap and the 4% Low Income Housing Tax Credit application will be submitted to the Pennsylvania Housing Finance Agency ("PHFA") in January 2013. The closing and construction start is planned for the second quarter of 2013. Assuming the volume cap allocation is approved by PHFA, the tax exempt bonds will be issued by HACP.

- Primary entities:
 - Co-Developers: ARMDC & KBK Enterprises
 - Managing General Partner: KBK
 - Management Agent: TBD
 - Development: New construction of 186 residential units
 - Issuer: Housing Authority of the City of Pittsburgh
- The co-developers have applied for a non-competitive 4% tax credit award for Addison Phase I. The developer anticipates a tax credit award and a tax-exempt volume bond cap award at the February 2013 Pennsylvania Housing Finance Agency Board Meeting.
- Bond Structure
 - \$18,351,913.00 estimated issuance
 - 40 year bond term
 - Used for construction and permanent financing
 - Closing is estimated to occur by May, 2013
 - Sale of bonds to be a public offering

Miscellaneous Terms and Conditions

HACP's selection process under this RFQ will result in awarding one-(1) Bond Counsel Legal Services Task Order Contract to the selected qualified respondent determined to be in the best interest of HACP for a minimum period of three-(3) years with the option to renew for two additional one (1) year periods pursuant to a professional service contract in the form of **Attachment A** through this solicitation process. As a particular bond transaction is identified, HACP will request a Task Order Proposal from the prequalified Bond Counsel who will submit a

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proposal. HACP will have no obligation under the contract unless HACP issues a Task Order Notice to Proceed to the Bond Counsel for said transaction.

Time Frames for this Solicitation

Any questions regarding this Request for Proposals should be in writing and directed to:

Mr. Kim Detrick
Director of Procurement
Housing Authority of the City of Pittsburgh
100 Ross Street, Suite 200
Pittsburgh, PA 15219
(412) 456-5248
Kim.Detrack@HACP.org

Following are the Key Dates associated with this Request for Qualifications:

December 28, 2013
10:00 a.m.

Deadline for Submission of Proposals

To: Kim Detrick
Director of Procurement
Housing Authority of the City of Pittsburgh
201 Kirkpatrick Street
Pittsburgh, PA 15219

December 19, 2012
10:00 a.m.

Pre-submission Meeting

A. Kenneth Mann, Senior Counsel
Housing Authority of the City of Pittsburgh
200 Ross Street, 9th Floor Boardroom
Pittsburgh, PA 15219

December 21, 2012
at 11:00 a.m.

Deadline for the submission of written questions.

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II. Scope of Services

The selected Bond Counsel shall perform the following scope of services:

1. Provide specialized legal advice regarding IRS Code as it applies to HACP's bond financing activities and to the programs or projects funded with the proceeds of bonds (particularly with respect to the structure of proposed new issues of bonds, the integration of bond proceeds with HACP's MtW funds or other external funds (e.g., PBV, CDBG, etc.).)
2. Prepare and submit the applications to the Pennsylvania Housing Finance Agency ("PHFA") for approval of volume cap allocation for each HACP private activity bond issue.
3. Advise HACP/ARMDC on the procedures, required approvals, filings and other legal issues relative to the issuance of bonds.
4. Prepare the Trust Indenture relating to each series of bonds.
5. Prepare all applicable "Authorizing Resolutions" for consideration and adoption by HACP's Board of Commissioners to authorize the financing team to go forward with the implementation of a particular proposed bond transaction..
6. Prepare the final Bond Resolution for consideration and adoption by HACP's Board of Commissioners to, among other things, (i) authorize the execution of the bond purchase agreement relating to each series of bonds to be issued, (ii) authorize the execution of other documents required for closing, (iii) approve the final form of the related disclosure document, and (iv) generally authorize actions which must be taken incident to issuing the bonds.
7. Review and comment on any documents prepared by other members of HACP's bond financing team relating to each bond issue, including, among others, the bond purchase agreement, loan documents, disclosure document, continuing disclosure agreement, investment agreement, bid specifications and bid procedures, investment agreements, etc.
8. Provide required Bond Counsel opinion relating to the tax-exempt status of HACP bonds under applicable Commonwealth of Pennsylvania and Federal Law, as well as, legal opinions attesting to the valid issuance of bonds under applicable State Law. Provide required tax opinions evidencing compliance of each new issue of bonds with applicable provisions of the IRS Code...
9. Assemble all closing transcript items and arrange for preparation of bound or electronic transcripts for distribution to each member of HACP's bond financing team within ninety (90) days following the applicable closing date.

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10. Review Bond Yield calculations for each new issue of bonds for the purpose of determining the extent to which calculations may be relied upon in preparing the Arbitrage Certificate for such bonds.
11. Prepare the Arbitrage Certificate relating to each new issue of bonds and deliver such Certificate prior to closing.
12. Review all financial feasibility studies and contracts for legal issues relating to bonds for any proposed bond issue.
13. Render opinions on such related matters as:
 - a. The applicability of particular provisions of federal and state securities laws.
 - b. The eligibility of the bonds for investment by various fiduciaries and other regulated investors.
 - c. The validity and enforceability of security agreements, indentures, and other documents related to the bonds and their security.
 - d. Bankruptcy laws regarding preferential transfer as related to payments made to bondholders, if applicable.
14. Assist in presenting information to bond rating organizations and bond insurers.
15. Assist HACP in developing and implementing procedures for post issuance compliance, as requested.
16. Attend regular and special meetings of HACP's Board of Commissioners and/or ARMDC's Board of Directors and any meetings thereof, as deemed necessary by HACP.
17. Perform such other Bond Counsel Services, as may be requested by HACP and/or its development affiliate ARMDC, in connection with proposals received, special programs and general HACP needs.
18. Review all bond documents applying knowledge and experience of the firm with financings of the issuer or comparable issuers.
19. Prepare preliminary official statement and official statement for the sale of the Authority's bonds, advice and assist HACP to assure that the information contained in the official statement is accurate and complete in all material respects.
20. Prepare or review HACP's continuing disclosure agreement pursuant to Section 15c2-12 of the Securities Exchange Act of 1934.
21. Render to the Authority a 10(b)-5 opinion as to no material omissions or misstatements and either (a) render such opinion to the underwriter(s) of the bonds as well, or (b) consent to the underwriter's relying on such opinion.

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22. Advise on disclosure matters with regard to HACP's debt issuance.
23. Advise on matters of material event disclosures and related matters regarding secondary market disclosure.
24. Advise on changes in Federal and State legislation and regulation involving disclosure matters applicable to the Authority.

**SECTION III
GENERAL REQUIREMENTS**

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An Offeror may be an individual or a business corporation, partnership, firm or a joint venture duly organized under the laws of the Commonwealth of Pennsylvania and authorized to do business in the City of Pittsburgh, financially sound and able to provide the services being procured by HACP.

If an Offeror has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, such firm shall disclose that information in its offer, which may be sufficient ground for disqualification. If the selected firm fails to disclose such information and HACP discovers it thereafter, then HACP could terminate the contract.

Each Offeror must be in good standing with HACP, and any Federal, State or Municipality that has or has had a contracting relationship with the Offeror. Therefore, if a Federal, State or Municipal entity has terminated any contract with an Offeror for deficiencies or defaults, the Offeror must disclose such termination and the facts and circumstances involved. HACP will consider such facts and circumstances during its evaluation of the Offeror's proposal.

Qualified applicants must be listed in the most recent "Red Book", must have extensive housing, and federal and state tax experience, and show past experience in rendering Bond Counsel Legal Services in similar transactions, including structuring single and multifamily Trust Indentures. The selected Bond Counsel will also provide disclosure counsel services and must demonstrate experience providing similar services including drafting official statements and assistance in meeting continuing disclosure requirements. Past service in similar transactions will be a consideration in the selection process. Your proposal should be submitted with the understanding that it will form the basis for the HACP acceptance of services to be rendered. The proposal, therefore, should be complete as to terms and conditions.

If Offeror is not in good standing with HACP, and/or any Federal, State or Municipality this must be disclosed.

Insurance coverage of the approved firm must be acceptable to HACP prior to that firm actually performing bond counsel services for HACP and will be incorporated within the contract. In addition, Offeror must have and maintain all necessary insurance to cover liability and workers' compensation and submit proof of it with their proposal submission.

SECTION IV CONTENT OF RESPONSE DOCUMENTS

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Offerors submitting Proposals should fully read and comprehend the *Instructions to Offerors Non-Construction* provided in **Attachment B** and **General Conditions – Non Construction** provided in **Attachment C**. Offerors must submit one original plus three (3) paper copies of its proposal and one (1) electronic copy in PDF format on a CD, and one (1) original paper, one (1) paper copy and (1) electronic copy in PDF format of the fee proposal. Proposals must include, in the same order as below and using the forms attached hereto, the following information, exhibits and schedules:

A. General Information

1. Letter of Interest (Cover letter)
2. Type of Organization; Corporation, Partnership, Joint Venture or Sole Proprietorship. Names of shareholders, partners, principals and any other persons exercising control over the Firm.
3. Description of the Offeror's capacity including staff resources.
4. Organizational Certifications:
 - (a) Copies of Certificate of Incorporation, Partnership Agreement, Joint Venture or other organizational document.
 - (b) A corporate resolution signed by the Secretary of the Corporation and notarized, certifying the name of the individual(s) authorized to sign the offer, the contract and any amendments thereto.

B. Bond Counsel's Previous Related Experience

The proposers must provide a clear, concise statement of qualifications as it relates to the required scope of services, as well as the proposer's ability to comply with the requirements under this RFQ. Proposals must include the following information in sequence, to the questions listed below. Responses to each question must begin on a new page with the question restated at the top:

1. General Information. Provide a brief description your firm including, but not limited to the following:

- a. A description of the general capabilities of your firm, relating to total size and staffing, location of offices, research capability, resource facilities, professional staff and clerical support.
- b. Discuss your firm's experience within the last five years with the issuance of tax-exempt and taxable housing bonds, including a list or table summarizing all issues of such housing bonds for which the firm has served as bond, underwriter's or disclosure counsel. Include the following information:
 - Type of issue (single-family, multi-family).
 - Role (bond counsel or underwriter's counsel)
 - Size of issue.
 - Manner in which bonds were sold (competitive, negotiated or private placement).
 - Type of credit enhancement, if applicable.

2. Housing Experience and Firm Resources.

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Provide the following information with regard to your firm's experience, particularly as it relates to housing matters:

- a. Provide a list of all attorneys who would work for HACP and their role. Describe their qualifications and experiences, specifically related to multi-family housing bonds.
- b. List the local and state housing finance agencies for which your firm has served as bond/disclosure counsel both in Pennsylvania and in other states.
- c. Describe your firm's involvement with bond validation procedures in circuit court and with appeals to the Commonwealth of Pennsylvania Supreme Court.

3. Federal Tax Experience.

- a. Identify the attorney (or attorneys) in your firm who will address federal tax issues for HACP bond issues.
- b. Describe your Tax Counsel's experience with federal tax law questions related to housing.

4. Multi-Family Housing Experience.

- a. Describe your firm's involvement and familiarity with multi-family tax exempt and taxable housing bonds and 501(c)(3) tax-exempt housing bonds. Discuss any innovative housing transactions in which your firm was involved.
- b. Describe your firm's experience with multi-family housing bonds combined with low income housing tax credits, the HOME program or other state and federal subsidy programs.
- c. Describe your firm's experience serving as bond counsel in connection with refundings of multi-family mortgage revenue bond issues.
- d. Describe your firm's policy on serving as bond counsel for unrated and/or non-enhanced bond issues.

5. Legal Issues.

- a. State whether or not your firm has current malpractice insurance for tax-exempt securities issues. If the firm is insured, please state the following:
 - Name of carrier and policy number.
 - Effective date of insurance and expiration date (Attach Copy as AttachmentD).
 - Policy exclusion, if any.
 - Current coverage amounts.
 - Attorneys covered.
- b. Lawsuits Against Bond Counsel - Provide all pertinent information on any and all litigation against the firm arising out of bond transactions or attorneys within the firm which is currently pending or which has been settled within the past five (5) years.
- c. Does your firm presently represent any clients that may present conflicts with representation of HACP, such as trustee banks, credit enhancement providers, developers? Please list potential conflicts. If applicable, address your ability to resolve any conflicts.
- d. Provide a written statement which indicates whether the proposer is or is not under any investigation or review by any regulatory bodies. If your firm or any principal is, or has been, under an investigation or review, provide detailed information of the matters under review. Describe any arrangements, formal or informal, that the proposer has with any other party that

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might interfere with the proposer's ability to provide independent and unbiased legal advice and services under this RFQ.

6. References.

Provide three-(3) references from housing bond issuers, including contract person and phone number. The references should be similar to HACP, if possible.

9. Qualifying Criteria. Describe how your firm satisfies the following criteria:

- a. Bond Counsel must be listed in The Daily Bond Buyer's most recent Directory of Municipal Bond Dealers in the section entitled "Municipal Bond Attorneys of the U.S."
- b. Bond Counsel must maintain an office in the Commonwealth of Pennsylvania.

10. Miscellaneous. Briefly discuss any additional information that you would like HACP to consider in evaluating your firm's proposal.

B. Proposed Staffing and Sub-consultants Responsibilities and Qualifications

Provide the following information relative to the proposed staffing and sub-consultants for this contact:

1. Provide background information (resume) regarding each identified Staff member that accurately describes his or her employment history and relevant experience providing services similar to those described in this RFQ.
2. Description of the Scope of Services for at least three (3) projects in which the Staff and/or sub-consultant has provided services similar to those described in this Request for Proposals.

C. Staff Availability. Describe the availability of the Staff proposed.**D. Certifications and Representations of Offerors**

Each Offeror must complete the Certifications and Representations of Offerors provided in **Attachment D**.

E. Minority and Women Business Participation

HACP MBE and WBE Goals. It is the policy of HACP to ensure that Minority Business Enterprises (MBEs) and Women-owned Businesses (WBEs) are provided maximum opportunity to participate in contracts administered by HACP. In accordance with Executive Order 11625, HACP has established a minimum threshold of seventeen percent (18%) of the total dollar amount for MBE utilization in this contract. HACP has established a six percent (7%) minimum threshold for participation of WBEs, and, HACP strongly encourages and affirmatively promotes the use of MBEs and WBEs in all HACP contracts. For these purposes, an MBE is defined as "any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one percent (51%) owned and controlled by one or more minority persons." For these purposes, a minority person is defined as a member of a socially or economically disadvantaged minority group, which includes African-Americans, Hispanic-Americans, Native-Americans, and

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Asian-Americans. A WBE/MBE is defined as "any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one percent (51%) owned and controlled by a female. If you have any questions regarding the HACP MBE/WBE goals please contract Mr. Kim Detrick, Director of Procurement/Contracting Officer at 100 Ross Street, 2nd Floor, Pittsburgh, PA 15219, (412 456-5116, option #1, fax: 412-456-5007).

Also, complete the table provided in **Attachment E** and include with your proposal.

F. Section 3 Participation

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701, et seq.) (the "Act") requires the Housing Authority of the City of Pittsburgh to ensure that employment and other economic and business opportunities generated by financial assistance from the Department of Housing and Urban Development ("HUD"), to the greatest extent feasible, are directed to public housing residents and other low income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low and very low income persons.

To comply with the Act HACP requires its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

The goal of this policy is to obtain a reasonable level of success in the recruitment, employment, and utilization of HACP residents and other eligible persons and/or businesses by contractors working on contracts partially or wholly funded with HUD monies. HACP shall examine and consider a contractor's potential for success in providing employment and business opportunities to those covered under Section 3 prior to acting on any proposed contract award. In response to any RFQ, RFQ or IFB HACP will require submission of the Section 3 Opportunities Plan and roster of current employees, and certification that the bidder will comply with the requirements of Section 3.

Below are the HACP Section 3 Guidelines as listed in the HACP Program Manual:

RESIDENT HIRING REQUIREMENTS / RESIDENT HIRING SCALE

TOTAL LABOR DOLLARS USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS	RESIDENT LABOR AS A % OF TOTAL LABOR DOLLARS
Labor dollars \$25,000 but less than \$100,000	A. 10% of the labor dollars
\$100,000, but less than \$200,000	9% of the labor dollars
At least \$200,000, but less than \$300,000	8% of the labor dollars

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At least \$300,000, but less than \$400,000	7% of the labor dollars
At least \$400,000, but less than \$500,000	6% of the labor dollars
At least \$500,000, but less than \$1 million	5% of the labor dollars
At least \$1 million, but less than \$2 million	4% of the labor dollars
At least \$2 million, but less than \$4 million	3% of the labor dollars
At least \$4 million, but less than \$7 million	2% of the labor dollars
\$7 million or more	½ to 1 % of the labor dollars

****A copy of HACP's Section 3 Program Manual is available for download at www.HACP.org**

A copy of HUD's Section 3 requirement is provided in **Attachment F**. If you have any questions regarding the Section 3 Requirements or would like to discuss goals and planning for Section 3 Requirements please contact Ms. Roxanne Thomas, Employment Services Coordinator, by e-mail at Roxanne.Thomas@HACP.org or by contacting her at Housing Authority of the City of Pittsburgh, 2305 Bedford Avenue, Pittsburgh PA 15219, telephone (412) 395-3974.

G. Bond Counsel Fee Proposal

In a separate, sealed envelope, provide the Offeror's Fee Proposal to complete the services described in this Request for Qualifications and the Offeror's Proposal. It is noted that the proposed rates will be evaluated separately (**Attachment I**). The Offeror shall ensure that the following items are included in the Fee Proposal:

1. Either:
 - a. Provide an hourly rate for each person anticipated to provide services associated with this RFQ for the following positions: (a) Partners, (b) Associates, (c) Paralegals. These rates will be used to calculate the costs associated with each transaction; or
 - b. A fee of \$_____ per \$1,000 of bonds; or
 - c. A fixed fee.

H. Firm Demographics

Provide demographic description of all employees of your firm using the table provided in **Attachment G**.

I. TIN/W-9 Form

Complete a W-9 Request for Tax Payer Identification Number and Certification, as provided in **Attachment H**.

**SECTION V
EVALUATION CRITERIA****REVISED**
4/4/13

The Evaluation Committee will evaluate and will score each proposal that is submitted as a complete response. It is noted that the proposed Fee will be evaluated separately. Responses may receive a maximum score of one hundred (100) points subdivided as follows:

Experience of Firm: Maximum 30 points

Demonstrated successful experience and capability of the Offeror in providing services described in this Request for Qualifications.

Experience of Proposed Staff: Maximum 30 points

Demonstrated successful experience and capability of the proposed staff and sub-consultants proposed for this engagement in providing the services described in this RFQ.

Capacity: Maximum 10 points

Demonstrated ability of the Offeror to provide the resources (staffing, equipment, office facilities and other) necessary for the timely and efficient implementation of HACP's goals and objectives as described in this solicitation.

Proposed Fee: Maximum 15 points

Proposed hourly rates and level of service are reasonable and appropriate in relation to the services requested. To be evaluated by the Chief Financial Officer. The rates will be used to calculate the cost of each bond transaction.

MBE/WBE Participation: Maximum 10 points

Demonstrated experience and/or commitment of the Offeror to assist HACP in meeting its requirement and goals related to Minority/Women Business subcontracting and employment opportunities.

Section 3 Participation: Maximum 5 points

Demonstrated experience and/or commitment of the Offeror to assist HACP in meeting its requirements and goals related to Section 3.

SECTION VI
PROCUREMENT AND AWARD PROCESS

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1/4/13

Pursuant to 24 C.F.R. Section 85.36 (d)(3), the professional services associated with Bond Counsel Legal Services is being procured for the services described in Section II of this solicitation. The following instructions are intended to aid Offerors in the preparation of their Proposals:

A. Pre-Submission Conference

A pre-submission conference will be conducted on **December 19, 2012 at 10:00 a.m., at 200 Ross Street, 9th Floor Boardroom, Pittsburgh, PA 15219**. Nothing discussed or expressed at the Pre-Submission Conference will change, alter, amend or otherwise modify the terms of this Solicitation unless a subsequent written amendment (addendum) is issued. Verbal responses by HACP's representatives shall not constitute an amendment or change to this Solicitation.

Material issues raised and addressed at the Pre-Submission Conference shall be answered solely through an addendum to this Solicitation. Likewise, ambiguities and defects of this Solicitation raised at the Pre-Submission Conference shall be corrected by a written amendment only, which, if issued, shall form an integral part hereof.

All prospective respondents are strongly encouraged to attend the Pre-Submission Conference. Failure to attend will not excuse the legal contractual duty imposed by this Solicitation and the subsequent contract on each respondent to familiarize itself with the request for proposals.

Each firm shall submit in writing to the Contracting Officer to request additional information as follows:

1. Describe any items, information, reports or the like, if any, that the Offeror will require from the HACP in order to comply with the scope of Services.
2. Identify any revisions to the Contract that the Offeror will require in order to provide the services identified herein. Offerors are required to submit requests for revisions to the Contract, if any, to the HACP in writing at the time of proposal submission.

B. Amendments to Solicitation

Any and all amendments to this Solicitation shall be sent by certified mail, return receipt requested, and/or by fax, to all potential Offerors who attend the Pre-Submission Conferences and/or receive the solicitation materials.

Notwithstanding any information that may be contained in the Solicitation and amendments thereto, Offerors are responsible for obtaining all information required thus enabling them to submit Responses.

C. Submission of Proposals and/or Amendments to Proposals; Deadlines

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Responses may be hand-delivered or sent by certified or registered mail, return receipt requested, to the following address:

Mr. Kim Detrick
Procurement Director/Contraction Officer
Housing Authority of the City of Pittsburgh
100 Ross Street, 2nd Floor, Suite 200
Pittsburgh, PA 15219

Proposals must be received at the above address no later than **December 28, 2012, 10:00 a.m.**, regardless of the selected delivery mechanism.

Each Response will be date-time stamped immediately upon its receipt at HACP to document its timeliness. Any Proposal received after the specified deadline shall be automatically rejected and will be returned unopened except as identified in the Instructions to Offerors attached hereto.

Any amendments to a response must be received before the specified response due date and time established for the delivery of the original Proposal except as identified in the Instructions to Offerors attached hereto.

D. Evaluation and Award Process

HACP staff will review each Proposal to determine if it was complete and if it was responsive to this Request for Proposals. HACP may allow an Offeror to correct minor deficiencies in its Proposal that do not materially affect the Proposal.

All Proposals determined to be complete and responsive will be provided to an HACP Evaluation Committee. HACP's Evaluation Committee will evaluate the Proposals utilizing the criteria established in Section V of this Request for Proposals.

HACP reserves the right to interview Offerors in the competitive range, request additional information from selected Offerors and/or negotiate terms and conditions with selected Offerors.

HACP will perform a responsibility determination of the highest ranked Offeror which may include reference and financial background checks.

HACP will award a contract to the highest-ranked Offeror determined to be responsive and responsible and whose offer is in the best interest of HACP.

HACP shall not be responsible for and will not reimburse any Offeror for any cost(s) associated with preparing a proposal.

A Proposal submitted by an Offeror does not constitute a contract, nor does it confer any rights on the Offeror to the award of a contract. A letter or other notice of Award

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or of the intent to Award shall not constitute a contract. A contract is not created until all required signatures are affixed to the contract.

Prior to contract execution of any professional service contracts of \$25,000.00 or greater, the selected firm may be required to appear before and present a Minority and Woman Owned Business participation plan to the City of Pittsburgh MBE/WBE Review Board for approval. Any HACP contract of \$50,000.00 or more is subject to approval by the HACP Board of Commissioners.

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HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Qualifications
For
COND COUNSEL LEGAL SERVICES
RFQ #600-54-12

ATTACHMENT A

Legal Services Contract

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BOND COUNSEL LEGAL SERVICES AGREEMENT

This is an agreement made as of _____, 2012 between the Housing Authority of the City of Pittsburgh, a body corporate and politically created under the provisions of the Housing Authorities Law, as amended (35 P.S. & 1541 et seq.), having its principal office at 200 Ross Street, Pittsburgh, Pennsylvania 15219 (hereinafter referred to as "Authority") and _____, Pittsburgh, PA 15235-5137 (hereinafter referred to as "Counsel"). This Agreement will be in affect for the term beginning on _____, 2012 and ending on _____ 2016.

WITNESSETH

WHEREAS, the Authority desires to engage Counsel to render legal advice, services and defend the Authority's interest in connection with the following complaint filed in the Court of Common Pleas of Allegheny County against the Authority at _____; and

WHEREAS, the Authority issued an RFQ related to the legal services in various practice areas, including construction claims resolutions; and

WHEREAS, Counsel was qualified to represent the Authority in the area of construction and has exhibited the requisite experience and skills to provide the above stated service to the Authority; and

WHEREAS, the Authority has complied with the appropriate method of procurement of legal services consistent with title 24 CFR Part 85 and has selected Counsel to perform legal services as detailed in this contract.

NOW, THEREFORE, the parties to this Agreement, intending to be legally bound, agree to the following:

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- A. **Scope of Services:** Counsel shall provide all services necessary to defend the Authority's interest in connection with the following: **Standard of Performance:** Counsel shall utilize its best professional efforts in performing the Services. All work hereunder shall be performed by qualified personnel at the below hourly rates depending on the complexity of the work and whether novel issues are presented. Furthermore, Counsel shall work directly and cooperatively with the Authority.
- B. **Counsel's Personnel:** Counsel represents that it has or will secure at its own expense all of the personnel required to perform the Services contemplated herein. Counsel shall remove from the performance of the Services any of its personnel which Authority so requests in writing. Such requests may be made by Authority in its sole discretion.
- C. **Disbursement of Funds:** The Authority shall only pay for the costs associated with legal services rendered to Authority and not for Counsel's administrative costs (i.e., distribution of work assignments to Counsel's personnel). The Authority shall pay Counsel and Counsel shall accept a fee not to exceed \$ _____ for Counsel's services.
- Counsel's fee shall be paid at an hourly rate of:
1. _____ (\$.00) for Partners.
 2. _____ (\$.00) for Associates.
 3. _____ (\$.00) for Paralegals.

Counsel will not make additional charges for normal postage, telephone charges, faxes routine photocopying, mileage, and the like. For unusually large amounts of photocopying, such as appellate court briefs and reproduced records, Counsel will charge normal copying costs (\$.10 per page plus binding costs, if necessary) on a case by case basis. Any other expenses approved by the Authority will be reimbursed at cost, without markup.

- E. **Method of Payment:** Payment of the aforesaid fee shall be made after receipt and approval of work product invoices setting forth in sufficient detail, all services performed by Counsel and its personnel, the time spent in performing the services and the names of the individuals involved. The Authority reserves the right to disallow for hours and/or services and any cost which it deems to be unreasonable and/or unnecessary. In the event of a dispute over any charge for hours, services, or item of cost, such dispute shall be resolved under Paragraph F below.

It is expressly understood and agreed that the Authority will not be liable for payment to any subcontractors or third parties to perform work for Counsel in the implementation of this Agreement. Any work performed by such subcontractors or third parties shall be included in Counsel's invoices, and if such work is permitted under this Agreement and acceptable to the Authority, shall be paid for directly to Counsel. Counsel agrees to indemnify and save the Authority harmless from any claims filed by subcontractors.

- F. **Disputes:** All claims by Counsel under this Agreement shall be made in writing and submitted to the Authority. The Authority shall, with reasonable promptness, but in any event in no more than 60 days, render a decision concerning any claim hereunder. Unless Counsel, within 30 days after the receipt of the Authority's decision, shall notify the Authority in writing that it takes exception to such decision, the decision shall be final and conclusive.

Provided Counsel has given the required notice and excepted its claim relating to such decision from the final release, and brought suit against the Authority not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after Counsel has had a reasonable time to respond to a written request by the Authority that Counsel submit a final request for payment, whichever is earlier, then the Authority's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

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Counsel shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal or action arising under this Agreement, and comply with the decision of the Authority.

- G. **Interruption, Postponement or Abandonment:** In the event the Services, or any part thereof, shall be interrupted, postponed or abandoned due to circumstances which the Authority considers not to be in its best interest, Counsel shall not be entitled to any further payment for such work or part thereof beyond and in excess of the amount due at that time in accordance with Paragraph D hereof. A final work product invoice shall be submitted by Counsel within thirty (30) days of notice of such circumstance.
- H. **Compliance with Laws:** Counsel shall fully obey and comply with all laws, ordinances, and administrative regulations duly made in accordance therewith, which are applicable to the Services or this Agreement. This includes, but is not limited to, the criteria set forth by the Commonwealth of Pennsylvania for the practice of law.
- I. **Terms and Conditions:** This Agreement is subject to the following conditions:
1. **Assignability:** Counsel shall not assign or otherwise transfer any interest in this Agreement, without the prior written approval of the Authority; provided, however, that claims for money due or to become due Counsel from the Authority under this Agreement may be assigned to a bank, trust company, or other financial institution or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Authority.
 2. **Interest of Members of the Authority:** No member of the governing body of the Authority, and no other officer, employee, or agent of the Authority who exercises any functions or responsibilities in connection with the carrying out of the project to which the Authority pertains, shall have any personal interest, direct or indirect, in this Agreement.
 3. **Interest of Other Local Public Officials:** No member of the governing body of the locality in which the project area is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project to which this agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

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4. **Interest of Certain Federal Officials:** No member of or Delegate to the Congress of the United States, and no Commissioner of the Authority, shall be admitted to any share or part of this Agreement or to any benefit to arise herefrom.
5. **Interest of Counsel:** Counsel covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project area or any parcels in any amount or degree with the performance of service thereunder. Counsel further covenants that in the performance of this Agreement, no person having such interest shall be employed by it.
6. **Confidentiality:** Counsel agrees that all reports, information, data and other materials prepared by it pursuant to this Agreement shall not be made available to any other individuals or organizations without the prior written approval of the Authority.
7. **Anti-Discrimination:** Counsel shall conform with the federal, state and local laws against discrimination and in particular sections of Ordinance No. 75 approved February 28, 1967, entitled "An Ordinance - prohibiting discrimination in employment, housing, public accommodations and other areas of inter-group relations in the social, cultural, and economic life of the City of Pittsburgh; requiring fair employment practices by prohibiting discrimination in employment, housing, and public accommodations because of race, color, religion, ancestry, national origin or place of birth; establishing a Commission on Human Relations in the Office of the Mayor and prescribing the powers and duties thereof; providing penalties and revising and consolidating the ordinances relating thereto."
8. **Section 3 Clause:** The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing & 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 be directed to low-and very-low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Agreement agree to comply with HUD's Regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

Counsel agrees to send to each labor organization or representative of workers with which Counsel has a collective bargaining agreement other understanding, if any, a notice advising the labor organization or workers'

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representative of Counsel's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

Counsel agrees to include this Section 3 clause, in every subcontract for this Agreement in compliance with regulations in 24 CFR Part 135. Counsel agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. Counsel will not subcontract with any subcontractor where Counsel has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

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

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

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

9. **Clean Air Act, Clean Water Act and EPA Regulations:** At all times during the term of this Agreement, Counsel shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations.

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10. **Energy Efficiency:** At all times during the term of this Agreement, Counsel shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.
11. **Subcontractors:** Counsel may not subcontract the Services, or any part thereof, to third parties without prior written approval by Authority of the proposed subcontracts, which approval shall not be unreasonably withheld. Counsel shall provide to Authority an executed Certification of proposed Subcontractor (Exhibit 1) from each proposed Subcontractor to this Agreement. This eligibility of a proposed Subcontractor to participate in this Agreement will be determined, in part, in accordance with applicable federal regulations. Counsel shall require that the language of the certification regarding lobbying (Exhibit 2) be included in the award documents for all subcontracts, and shall ensure that such Subcontractors shall certify and disclose accordingly. All disclosure forms, but not certifications, shall be forwarded to Authority, whereupon, Authority will forward same in accordance with applicable federal regulations. Prior to Authority approval of a proposed subcontract, Counsel shall provide Authority with the name of the proposed Subcontractor, the tasks to be performed by the proposed Subcontractor and the qualifications of the proposed Subcontractor to perform the subcontracted work. Further, Counsel will include in such subcontracts provisions or appropriate versions of Paragraphs 1-17 of Section I and Section K thereof.
12. **Minority/Women Participation:** Counsel shall use its best efforts to ensure that minority-owned businesses and women's business enterprises shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed, in whole or in part, with federal funds provided under this Agreement. In this regard, Counsel shall take all necessary and reasonable steps in accordance with 24 CFR 85.36(e), to ensure that minority-owned businesses and women's business enterprises have the maximum opportunity to compete for and perform contracts. Counsel shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts assisted by the U.S. Department of Housing and Urban Development.

Failure of Counsel to carry out the requirements set forth in 24 CFR 85.36(e) shall constitute a breach of contract and, after notification from the U.S. Department of Housing and Urban Development or Authority, may result in termination of this Agreement or such remedy as is deemed appropriate.

For the purpose of this Paragraph 12, a minority-owned business shall mean sole proprietorship, partnership or corporation-owned, operated and controlled by minority group members who have at least 51% ownership. The minority

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group members must have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership. Furthermore, to qualify as a minority-owned business, the business must be certified as an MBE by either the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania or some other governmental entity whose certification is acceptable to Authority. Minority group members include, but are not limited to, African-Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and Hasidic Jewish American.

A women's business enterprise is defined as a sole proprietorship, partnership or corporation owned, operated and controlled by women who have at least 51% ownership. Women must have operational and managerial control, interest in capital and earnings commensurate with their percentage ownership. Furthermore, to qualify as a women's business enterprise, the business must be certified as a WBE by either the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania or some other governmental entity whose certification is acceptable to Authority.

13. **Affirmative Action:** Counsel 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, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

14. **Conflict of Interest:** Counsel hereby certifies that neither Counsel nor any of its subcontractors under this Agreement has an actual or potential conflict of interest in performing the Services. In addition, Counsel and its subcontractors shall promptly disclose to the Authority any situations, which may create possible conflicts of interest during the term of this Agreement so that appropriate action can be taken to address such situations.

15. **Legal Action:** Neither Counsel or any of its subcontractors under this Agreement shall participate, initiate or engage in any suits or other legal actions against the Authority on behalf of any third party during the term of this Agreement.

J. **Worker's Compensation:** Counsel hereby certifies that it has accepted the provision of the Workmen's Compensation Act located at 77 P.S. SPC 1 et seq., as amended and supplemented, insofar as the work covered by this Agreement is concerned, and

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that said Counsel has insured said Counsel's liability thereunder in accordance with the terms of said Act.

K. **Ownership of Work Products:** All reports, papers, treaties, proposals, and other work product which results from the performance of the Services shall become the property of the Authority.

1. Authorized representatives of the U.S. Department of Housing and Urban Development, the Comptroller General of the United States of America, the Authority, the Commonwealth of Pennsylvania, the County of Allegheny and the City of Pittsburgh shall have access to any book, documents, papers, and records of Counsel which are directly pertinent to their respective Authority funded program for the purpose of making audits, examination, excerpts, and transcriptions. Audits will be performed by Authority within 120 days of program conclusion unless audited by Counsel's auditors who present findings to Authority.
2. Non-expendable supplies and equipment purchased by Counsel under funding from the Authority will be tagged and inventoried by Authority after purchase. Upon completion of this Agreement, Authority may retain ownership of such property.
3. In the purchasing of equipment, materials, and supplies and in the award of contracts for services under this Agreement, Counsel will comply with all applicable state and local laws and in any event shall make such purchases and awards only to the lowest responsible bidder. When under \$10,000 individuals shall use competitive negotiations and invite offers orally, by telephone or in writing from at least three suppliers. When over \$10,000 individuals shall solicit bids by advertisement in at least one newspaper or by mailing solicitations or any such combination. A file shall be kept with an abstract of invitations made and offers received. All expenditures shall be supported by receipts.
4. Counsel shall comply with the provisions of Exhibit 3, attached hereto and made a part hereof, relating to Patent Rights and Rights in Data.

L. **Liability Insurance:** Counsel shall procure and maintain at its own cost and expense during the entire period of Counsel's performance under this Agreement, the following types of insurance with insurance companies authorized to operate in the Commonwealth of Pennsylvania and reasonably acceptable to Authority;

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1. Professional Liability Insurance Coverage in reasonable acceptable amounts and terms.
2. Business Automobile Liability Insurance Coverage of the use of all owned, hired and non-owned vehicles in an amount not less than \$1,000,000 combined single limit.

M. **Indemnification:** Counsel shall indemnify, save, hold harmless, and defend the Authority, including its officers, agents and employees, from and against any loss, cost, damage and expense, including reasonable attorney's fees, incurred by reason of Counsel's or Counsel's subcontractors' negligent acts or omissions hereunder.

N. **Miscellaneous:**

1. This Agreement is subject to and incorporates herein the provisions of the U.S. Department of Housing and Urban Development Handbook 1530.1Rev. - 4, (Exhibit 4). During the performance of this agreement, Counsel specifically agrees to comply with all reporting and other requirements of HUD Handbook 1530.1Rev. -4.
2. Counsel shall retain all records in connection with this Agreement or the Services provided hereunder for a period of three years after all payments required hereunder are made and all other pending matters are closed.

O. **Changes in the Services:** The Authority, from time to time, may request changes in the Services. To the extent such revisions are mutually agreed upon by and between Authority and Counsel, they shall be incorporated in written amendments to this Agreement.

P. **Termination:** The termination of this Agreement may occur as a result of, but is not limited to, the following circumstances:

1. Failure to comply with any of the terms or conditions of this agreement.
2. A substantial misrepresentation, whether intentionally or negligently made by Counsel, in regards to information to be or actually furnished to the Authority.
3. Failure to adhere to the federal and state restrictions and guidelines placed on the funding source(s) for this Agreement.

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- Q. **Cancellation Notice**: The Authority reserves the right to cancel this Agreement at any time for the convenience of the Authority upon written notice to Counsel, in which event, Counsel shall only be entitled to payment for services performed up to the date of receipt of such notice.
- R. **Governing Law**: This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania as they may from time to time be in effect.
- S. **Independent Contractor**: Counsel shall perform its duties hereunder as an Independent Contractor and not as an officer, agent or employee of the Authority.
- T. **EXHIBITS**: Exhibits 1, 2, and 3 regarding Debarment and Lobbying completed by the contractor in its proposal are incorporated herein as if fully set forth and are made a part of this agreement.

IN WITNESS WHEREOF, this agreement is duly executed by the parties hereto, intending to be legally bound thereby, on the day and year first above written.

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SIGNATURE PAGES
BOND COUNSEL LEGAL SERVICES AGREEMENT

HOUSING AUTHORITY OF THE CITY
OF PITTSBURGH

Date: _____

Contracting Officer

[Law Firm]

Date: _____

Title: _____

Date: _____

Witness