

REQUEST FOR PROPOSAL

LEGAL SERVICES

For

**The Housing Authority of Racine County
837 Main Street
Racine, WI 53403**

REQUEST DATE: May 13, 2019

TABLE OF CONTENTS

REQUEST FOR PROPOSAL TO PROVIDE LEGAL SERVICES FOR THE

The Housing Authority of Racine County

INVITATION TO BID	3
INTRODUCTION	4
SCOPE OF SERVICES	5
EVALUATION OF PROPOSALS	6
BID SPECIFICATIONS	7
SELECTION CRITERIA	8
INSURANCE AND INDEMNIFICATION REQUIREMENTS	10
EXCLUSIONS	11
PROVISIONS	11
DECLARATION	12
BID PROCESSING	13
PROPOSAL FORMAT	14
BID FORM	15
HUD FORM 5369-C	ADDENDUM

INVITATION TO BID

The Housing Authority of Racine County invites interested and qualified attorneys/law firms to submit proposals to act as Legal Counsel for the Authority and to represent it in legal matters which may arise in connection with the business and management of the Authority's housing programs. In addition to the management of rental properties, Legal Counsel shall represent the Authority in legal matters relating to Federal housing programs, housing development and management, contracts, permanent and temporary note financing, governmental regulations, real property laws, and personnel matters.

Interested parties may contact the Housing Authority by phone at (262) 898-1476, to obtain a copy of the Request for Proposal. Deadline for submission of proposals is 4:00 p.m. on June 19, 2019

**Larissa Deedrich, Executive Director
Housing Authority of Racine County**

PART 1: INTRODUCTION

The Housing Authority of Racine County (Authority) invites interested and qualified attorneys/law firms to submit proposals to act as Legal Counsel for said Authority and to represent it in all legal matters which may arise in connection with the business and management of the Authority's housing communities and rental subsidy programs administered by the Authority. The Housing Choice Voucher Program is operated under guidelines established by the Department of Housing and Urban Development. The Authority administers approximately 1660 housing vouchers. The Authority also operates a 24 unit elderly facility under the Section 8 New Construction program.

Bidders must have experience in the provision of legal services involving: housing (development and management), governmental entities and regulations, contracts, permanent and temporary note financing, ex contract and ex delicto actions, litigation, real property laws and codes, human services arbitrations, tax credit deals and Federal rental subsidy programs.

Attorneys who possess the ability to successfully perform under the terms and conditions as specified herein may submit a proposal for a cost reimbursement professional services contract for consideration of an award by the The Housing Authority of Racine County

Questions regarding this RFP must be submitted in writing and can be e-mailed or faxed to: Larissa Deedrich, Executive Director, Fax number, 262-636-3404, or email at LDeedrich@rcha.org no later than 4:00 p.m, June 19, 2019. No questions regarding the proposal will be responded to after that date. All prospective bidders will receive copies of the questions and answers by e-mail. All questions will be responded to and answered no later than June 12, 2019.

The Housing Authority of Racine County solicits and encourages Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) participation in all Authority contracts.

Submission Deadline: 4:00 p.m. on June 19, 2019.

PROPOSALS DELIVERED AFTER THE DEADLINE WILL NOT BE ACCEPTED BY THE HOUSING AUTHORITY OF RACINE COUNTY.

All proposals, including qualifications, hourly rates and any other pertinent information, must be submitted in writing or via email to the Housing Authority of Racine County, 837 Main St, Racine, Wisconsin, 53403 or LDeedrich@rcha.org no later than 4:00 PM on Wednesday, June 19, 2019. Postmarks will not be considered in determining if bid(s) were submitted on time.

Faxed submissions will not be accepted.

PART 2. SCOPE OF SERVICES

Legal services under the contract, which shall be entered by and between the Housing Authority of Racine County and the successful bidder, shall include, but not be limited to:

- 1. Attending any Housing Board of Commissioners monthly meetings (regular or special), other meetings as requested, and supervision, as to legality, of the official minutes of the Authority. (Does not have to attend in person)**
- 2. Advice and assistance to the Authority in the preparation of all legal documents and where legal drafting may be required from time to time.**
- 3. Conferring with and advising officers, members and employees of the Authority on legal matters when requested.**
- 4. Appearance for and representation of the Authority, in court, in all litigated matters except as herein otherwise provided.**
- 5. Approval of the legality of contracts when required and requested.**
- 6. Handling of all legal questions and matters arising under contracts of the Authority and rendering legal opinions on all matter submitted by the Authority.**
- 7. Review and approval of all documents pertaining to Temporary and Permanent Financing relating to all developments covered by the aforementioned contract.**
- 8. Giving legal advice on all actions as contract and ex delicto.**

9. **Rendering of all necessary legal opinions.**
10. **Advising and consulting with all parties having business with the Authority of a legal nature.**
11. **Assistance in “For Cause” cases, as follows:**
 - **Advise staff if cases are not sufficiently documented**
 - **Prepare unlawful detainer pleadings.**
 - **File and serve the summons and complaint.**
 - **Perform all required actions from initiation of the unlawful detainer action to final disposition, including responding to motions and demurrers, responding to and promulgating discovery; performing any research and drafting of court documents, and appearing in court on behalf of the Authority.**
 - **Provide monthly status reports to the Authority.**
 - **Perform related tasks as assigned by the Authority.**
 - **Perform all required actions for complex unlawful detainer cases and related actions, such as appeals.**

PART 3. EVALUATION OF PROPOSALS

Proposals will be evaluated and the attorney whose proposal is most advantageous to the Authority will be selected subject to negotiation of fair and reasonable compensation. Proposals will be evaluated on the following points.

1. **A broad and practical knowledge of HUD rules, regulations, requirements, law and related procedures and experience in implementing the same.**
2. **Strong analytical and interpretive skills, as well as verbal and written communication expertise, particularly with regard to housing and urban development matters and experience in applying the same.**
3. **Skills, capabilities and work experience of a demonstrated level that would assure completion of the scope of work on a timely and satisfactory manner.**
4. **All necessary and/or required licenses, registrations and certifications.**
5. **Certification that the firm/individual is not debarred, and has all necessary and/or required insurance coverage in effect.**
6. **Rates**

7. **Data processing equipment and Internet access with particular regard to the ability to transmit and receive E-mail with documents attached in MS-Word.**

PART 4. BID SPECIFICATIONS

A. Form:

Bids will be submitted in the form of cost reimbursement to provide all services, perform all actions, and submit all documentation as described herein.

B. Content:

Bids shall represent all costs to the Authority for this service and shall contain.

1. **A description of the respondent's qualifications and experience.**
2. **A description of any other charges for all categories of staff who will be assigned to perform the work. Changes not so specified will not be considered for payment.**

C. Qualifications and Experience:

The description of respondents' qualifications and experience shall evidence/demonstrate that the respondent possesses the following:

1. **A broad and practical knowledge of HUD rules, regulations, requirements, law and related procedures and experience in implementing the same.**
2. **Strong analytical and interpretive skills, as well as verbal and written communication expertise, particularly with regard to the housing and urban development matters and experience in applying the same.**
3. **Skills, capabilities and work experience of a demonstrated level that would assure completion of the scope of work in a timely and satisfactory manner.**
4. **All necessary and/or required licenses, registrations and certification.**

5. Certification that the firm/individual is not debarred, and has all necessary and/or required insurance coverage in effect.

PART 5. SELECTION CRITERIA

1. Degree to which respondent meets the qualification and experience requirements listed in Part 4C.
2. Acceptability of proposal billing rates.

The accepted proposal will be the one which receives the highest cumulative total of points as described below, and which meets all other criteria and standards as described herein.

RATING SYSTEM

No.	Criteria	Points
1.	<p><u>Experience:</u> The attorney/firm, and particularly the key personnel assigned to the contract, demonstrates verifiable experience in the area of landlord-tenant litigation. In response to this criterion, proposals must include:</p> <ol style="list-style-type: none"> a. Resumes of the attorneys and paralegals, if any, who will provide services to the Authority, designating which of those attorney's will have primary responsibility to the Authority. b. A narrative description of the attorney/firm's approach to representation of the Authority, including a description of the organizational structure and staffing levels. <p>Overview of the office's technical infrastructure with details regarding word processing applications, hardware capacity and Internet capability.</p>	35

2. **Quality of Service:** The attorney/firm demonstrates a capability to provide the required professional services in a timely manner as evidenced by past performance in terms of client contact, responsiveness and turnaround time. 25

In response to this criterion the proposal must include:

- a. Three professional references from parties with whom the attorney/law firm has provided significant tenant eviction work. These references should substantiate the timeliness and quality of service provided.

3. **Other Related Experience:** Attorney/firm demonstrates verifiable Experience in other areas of law as required by the Authority: 15

- a. housing development
b. contracts
c. permanent and temporary note financing
d. governmental regulations
e. real property laws
f. personnel law

4. **Fees:** Relevant to the Scope of Services outlined in this RFP, the attorney/firm demonstrates that the proposed fee schedule and other miscellaneous chargeable expenses are reasonable according to industry standards. 25

In response to this criterion the proposals must include:

Fee Schedule:

- a. Hourly Fee, except court appearances
b. Hourly Fee involving court appearances
c. Hourly Fee for legal services – law student
d. Hourly Fee for legal services – paralegal
e. Hourly Fee for legal services - clerical

Total 100

PART 6. INSURANCE AND INDEMNIFICATION REQUIREMENTS

- A. The selected attorney/law firms will be required to have the following insurance coverage to be maintained for the term of the contract:**
- 1. Professional liability insurance appropriate to the services to be provided in a limit of not less than \$1,000,000.**
 - 2. Workers' Compensation in statutory amounts and Employer's Liability Insurance with a limit of not less than \$1,000,000 for bodily injury or disease.**
 - 3. The Authority, its officers, directors, employees and volunteers, are to be named as additional insureds.**
 - 4. The insurance to be provided under this contract will be primary insurance for all claims related to the contract.**
 - 5. The insurance must not be cancelled for any reason, except after 30 days written notice to the Authority (as evidenced by certified or registered mail receipt).**
 - 6. Deductibles or self-insured retentions must be acceptable to the Authority.**
- B. The contract for Legal Services will include the following language:**
- 1. Attorney/Law firm agrees to indemnify, defend and hold harmless the Authority, its officers, agents, and employees against all claims, liability, damages, cost, and expenses, including attorney's fees, arising out of, or resulting from the performance of this contract, and any of the Attorney/Law firm's operations or activities related thereto, excluding the willful misconduct or the gross negligence of the person or entity seeking to be defended, indemnified or held harmless.**

PART 7. EXCLUSIONS

Costs described in the this section shall be underwritten by the Authority in addition to regular cost as bid on the basis of this specification.

- 1. All reasonable and necessary expenses paid out or incurred on behalf of the Authority in the provisions of required services as described such as court costs, witness fees, recording fees, etc., but not including the Attorney's office or overhead expenses.**
- 2. All reasonable and necessary expenses for traveling and subsistence in connection with the performance, outside the area within said Commission is authorized by law to operate, of the duties of said Attorney. Such compensation shall be limited to the amount allowed in accordance with the Travel Regulations of the Authority Personnel Policy current at the time the travel is performed. Compensation shall not include travel to and from the Authority nor to and from meetings unless said meetings are located outside of Racine County.**
- 3. The attorney shall perform litigation that transpires under appeal to the Supreme Court, Appellate Division of the State of Wisconsin.**

PART 8. PROVISIONS

- 1. No contract entered into by the Authority and the successful bidder shall prevent the Authority from engaging for excluded services, a member of the Bar of the State of Wisconsin other than the successful bidder when in the opinion of the Authority and the Regional Counsel, the engagement of such other Counsel may be in the interest of the Authority. Upon the engagement of such Counsel, the successful bidder agrees to turn over to such Counsel all related papers, reports, documents, etc., and they shall not be entitled to any additional fees therefore.**
- 2. When necessary, the successful bidder shall furnish the Office of Regional Counsel of the Department of Housing and Urban Development with three copies of all pleadings, answers and briefs of both plaintiff and defendant in all litigation in all extraordinary matters, in which the Authority is a party.**
- 3. That the Authority and the successful bidder, in any event, agree to be bound as far as duty required by said successful bidder and payment therefore by said Authority to the rules and regulations, as set down and approved by, and in, the applicable regulations of the Department of Housing and Urban Development.**

4. No member, officer, or employee of the Authority during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract awarded, as a result of this bid process, or the proceeds thereof.
5. No member of or delegate of the Congress of United States of America or Resident Commissioner, shall be admitted to any share or part of any contract awarded as a result of this bid process, or to any benefits which may arise there from.
6. In connection with any work performed under contract awarded as a result of this bid process, the successful bidder shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The successful bidder shall take affirmative action to insure that applicants are employed and that employees are treated during employment, without regard to race, creed, color or national origin. Such action shall include, but not be limited to: 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.
6. The successful bidder shall agree to neither hold himself/herself out nor claim to be an officer or employee of the Authority and will not make any claims, demands, or application to the Authority for any right or privilege applicable to an officer or employee of the Authority including, but not limited to Workers Compensation coverage, unemployment benefits and Social Security Retirement Membership or credit.

PART 9. DECLARATION

In connection with this specification the bidder declares that:

1. He/She is acquainted with and understands the specification in its entirety.
2. He/She will enter into a contract for the performance of the proposed work.
3. There has been no collusion in the preparation or submission of the bid to perform the work described.

PART 10. BID PROCESSING

A. Time for Receiving Bids:

- 1. Bids received prior to the opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered. Any responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to the time for opening and written confirmation of such modification over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening.**
- 2. Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified of amended, subject to rejection.**

B. Opening of Bids:

At the time and place fixed for the opening of bids, every bid received within the time fixed for receiving bids will be opened and logged, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

C. Withdrawal of Bids:

Bids may be withdrawn on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

D. Award of Contract; Rejection of Bids

The contract will be awarded to the responsible bidder achieving the highest score based on Part 5 of this specification and complying with all conditions herein, provided it is in the interest of the Authority to accept it. The bidder to whom the award is made will be notified at the earliest practicable date. The Authority, however, reserves the right to reject any and all bids and to a waver if in the interest of the Authority.

PART 11. PROPOSAL FORMAT

Please include the items in the order listed:

1. **Letter of Interest.** A letter of interest on the firm's letterhead, which includes the location of the primary office.
2. **Non-debarment Certification.** A certified statement that the firm is not debarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency. The statement must read as follows:
"This is to certify that ____ (attorney/firm name), involved with this work, is not debarred, suspended, or otherwise prohibited from contracting by any Federal, State, or local agency."
3. **Experience.**
 - a. **Resumes.** Resumes or descriptions of the firm's principals and staff who will be assigned to the work, including the State Bar numbers of the attorneys. The resumes or descriptions should detail the individual's expertise and expertise in handling unlawful detainer actions.
 - b. **Organization and Staffing.** A narrative description of the attorney/firm's approach to representation of the Authority, including a description of the proposed organizational structure and staffing levels.
 - c. **Technical Capability.** Overview of the office's technical infrastructure with details regarding word processing applications, hardware capacity and Internet capability.
4. **References.** Contact information for three (3) professional references.
5. **Summary Bid Form with Fee Schedule.**
7. **Completed HUD Form 5369-C**

The Authority will negotiate an agreed upon fee schedule with the firm(s) awarded contract(s).

SUMMARY BID FORM

1) QUALIFICATIONS AND EXPERIENCE

- a) Years of experience with HUD rules and regulations, requirements, law and related procedures. _____
- b) Previous Years of experience representing a Housing Authority _____
- c) Years licensed to practice law _____
- d) Previous experience with the Housing Authority of Racine County
Yes No
- e) Certification that the firm/individuals are not debarred and has all necessary insurance coverage
Yes No
- f) Type of Internet access _____

2) BILLING RATES

- a) Legal Services, Except Court Appearances \$ _____ Per Hour
- b) Legal Services, Involving Court Appearances \$ _____ Per Hour
- c) Legal Services – Law Student \$ _____ Per Hour
- d) Hourly Fee for legal services – paralegal \$ _____ Per Hour
- e) Hourly Fee for legal services – clerical \$ _____ Per Hour

SUBMITTED THIS _____ DAY OF _____, 2016

ATTEST _____ SIGNED _____

NAME _____

FIRM _____

WITNESS _____