

## **REQUEST FOR PROPOSALS LEGAL SERVICES**

The Housing Authority of the City of Superior, Wisconsin (SHA) is requesting proposals for the retention of **legal services** for a contract period of one (1) year with an annual renewal option for up to an additional four (4) years.

Interested attorneys and/or firms may contact Rhonda Berg, Confidential Office Manager, at 715-718-8142 or at [rhonda@superiorhousing.org](mailto:rhonda@superiorhousing.org) to request a copy of the Request for Proposal Specifications. Copies are also available on our website [www.superiorhousing.org](http://www.superiorhousing.org)

Responses must be received by the SHA no later than 2:00 p.m. on Tuesday, August 20, 2024 to be considered.

**HOUSING AUTHORITY OF THE CITY OF  
SUPERIOR, WISCONSIN  
EQUAL OPPORTUNITY EMPLOYER  
PAM BENSON, EXECUTIVE DIRECTOR**

**HOUSING AUTHORITY OF THE CITY OF  
SUPERIOR, WISCONSIN  
REQUEST FOR PROPOSALS  
LEGAL SERVICES**

**Issue Date: July 26, 2024**

**Project Title: RFP for Legal Services**

**Proposal Due Date: Tuesday, August 20, 2:00 p.m. Central Standard Time**

**Respond To: Pam Benson, Executive Director**  
**Mail: 1219 N. 8<sup>th</sup> Street, P.O. Box 458, Superior, WI 54880**  
**Email: [PamBenson@superiorhousing.org](mailto:PamBenson@superiorhousing.org)**

**Length of Contract: One year with possible annual renewal options, four annual renewals maximum.**

**Number of Contracts: One contract to work with Executive Director, and Leadership Team for comprehensive legal services.**

**Scope of Services: Legal Services as described herein.**

**Evaluation Criteria: A combination of Qualifications, Experience, Processing Service Level and Fees.**

## **PART I - INTRODUCTION**

**1.1 *Statement of Purpose:*** The Housing Authority of the City of Superior, Wisconsin, (SHA) is seeking proposals from qualified law firms, partnerships or legal practitioners to work with the Executive Director, Board of Commissioners, and Leadership Team to provide legal services to the SHA in connection with public housing programs, rent subsidy programs, and other SHA programs and projects. Firms will enter into a contract which meets the requirements of HUD Litigation **Handbook 1530.1 REV-5 dated May 18, 2004, as amended. Firms must also comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found at 2 CFR part 200.**

**1.2 *Agency Background.*** SHA is a mid-sized Public Housing of 266 dwelling units in HUD's public housing, including scattered site homes. The SHA also administers approximately 184 Housing Choice vouchers.

**1.3 *Agency Governance and Administration.*** SHA is governed by a five-member Board of Commissioners appointed by the Mayor with approval of the City Council.

SHA is operated on a daily basis by an Executive Director with a staff of 25 and annual budget authority over \$2.55 million.

SHA utilizes outside legal counsel to work with the Executive Director, Board, and Leadership Team to advise them on all operational issues arising out of state, local and federal law, including personnel, corporate and tenant-landlord activities.

## **PART II - SCOPE OF SERVICES**

**2.1 *Overview.*** Listed below are the kinds of legal services that will be required for the activities of the SHA. The requirements described in this RFP are not intended to identify completely all aspects of the legal services necessary for effective representation of SHA in each area, but are provided in order to underscore some of the necessary elements of the legal services desired.

It is expected that response time will always be appropriate. It should be noted the

amount of response time required from legal counsel to the SHA may, at times, be limited in order to facilitate SHA's ability to perform in accordance with, or respond to, operational needs and/or regulatory demands. The level of processing service will be a consideration in review.

It is incumbent upon the Responder to consider and propose all work, services, expertise and information necessary and/or reasonably needed to provide HRA with appropriate, competent and comprehensive legal representation which meets or exceeds standards in the profession.

***SHA reserves the right to contract with any or all of the selected legal counsel pursuant to this RFP for the performance of any portion of, or all of, the following services relating to any, all, or any portion of the activities undertaken by SHA. SHA also reserves the right to have the successful proposer provide additional legal services that are directly related to the functions and operations of the SHA if, in the opinion of the SHA's Executive Director, the selected legal counsel is qualified to provide such.***

## 2.2 Legal Services.

### 2.2.1 General.

- a. Attend all regular meetings of the Board of Commissioners and ensure the SHA is represented and in compliance with applicable Wisconsin Open Meeting and Data Privacy laws and regulations. Attend special meetings of the Board of Commissioners at the request of the Executive Director or Board Chair.
- b. Provide legal advice and guidance relative to all local, state and federal laws, statutes, regulations and directives related to the governance of the SHA.
- c. Be available for and provide appropriate consulting with SHA executive staff, and board of commissioners on issues related to general functions of the SHA and in setting and evaluating policies.
- d. Ensure appropriate counsel is available and prepared to make court appearances as needed involving claims filed against the SHA.
- e. Provide analysis and advice relating to relationships with other government entities, trade associations and the like. Represent the SHA as needed before governmental entities or citizen groups whose cooperation is needed to achieve the mission, goals and objectives of the SHA.

### 2.2.2 Operations

- a. Review and render advice relating to department operations and relevant compliance with all federal, state and local requirements and regulations including housing, relocation, reporting, procurement, zoning, environmental, tax code, including all regulations governing the use of low-income housing tax credits, HUD funding sources (e.g. CDBG, etc.), Housing Choice Voucher and public housing funding.
- b. Provide legal advice and guidance on drafting, implementing and administering

procedures to implement policies. Assist to submit request for waivers from local, state and federal statutory requirements as applicable.

c. Provide legal advice and provide guidance on required insurance coverage and policy types.

d. Provide legal advice and guidance on drafting contracts with vendors and service providers including advice on Davis Bacon and prevailing wage along with HUD procurement and purchasing requirements.

e. Review and render advice on issues of lease compliance and represent the Authority in eviction court hearings.

f. Review and render advice on issues of fair housing including Section 504 compliance, reasonable accommodation and VAWA requests and represent the Authority in administrative and/or court hearings related to claims of housing discrimination.

### *2.2.3 Personnel/Labor*

a. Provide advice and represent the SHA as required in personnel and labor related matters including Section 3, contract negotiations, contract interpretation grievance resolution, discipline and discharge, employment discrimination, worker's compensation, benefits, human resource policy development and administration, FMLA, ADA and all other applicable federal and state laws pertaining to employer-employee relationships.

b. Provide legal advice and assistance regarding administration of the pension plans and employer requirements related to health care savings plans or other like instruments.

### *2.2.4 Financing, Development and Construction*

a. Prepare and/or review all appropriate legal documents as needed, including but not limited to those involving the transfer, ownership and control of real estate, the contracting of architectural, construction and other services, and the formation of development partnerships.

b. Advise and represent SHA in negotiating with any developer, builder, contractor, management company, governmental entity, consultant, lender, underwriter, financial advisor, tax credit syndicator, equity investor or other organization or agency as requested by SHA. Negotiate the terms and conditions of all legal documents necessary to formalize and delineate the roles of the foregoing with SHA.

c. Advise SHA on legal matters throughout the development process from pre-development activities through approval for funding, commitment and settlement on funds, contracting and final closing including environmental due diligence, applicable zoning matters and permitting.

d. Prepare and/or review all loan or other forms of financing documents required for commitment, closing and disbursement of funds from city, state, federal and private sources.

e. Work with the SHA staff, SHA development partners or consultants as needed, as well as other entities procured by SHA for their development and financing activities.

f. Prepare and/or advise in the preparation of submissions to HUD and other

Federal Agencies, the State of Wisconsin, the City of Superior, community groups, property owners, potential property sellers, etc. including requests for regulatory waivers.

### **PART III - SUBMISSION REQUIREMENTS**

#### *3.1 Submission Requirements.*

3.1.1 Proposals must be submitted in two parts, each in its own sealed envelope, labeled “Technical Proposal: and “Price Proposal” respectively.

3.1.2 The Executive Director must receive an original and 4 copies of each Proposal.

3.1.3 Proposals must be received at the SHA Office, 1219 N. 8<sup>th</sup> Street, P.O. Box 458, Superior, Wisconsin 54880, by 2:00 p.m. of the closing date of Tuesday, August 20, 2024. Extensions of the closing date will not be granted unless notice of such extension is provided to all Prospective Responders. Note: It is recommended that proposals be hand delivered.

3.1.4 Proposals must specifically identify any portion of their proposal which they deem to contain confidential or proprietary information not disclosable to the public. The contract awarded and its terms will be deemed to be public information and disclosable to the public.

3.2 *Incurred Expenses.* Neither SHA nor any other entity is responsible for the expenses which Responders may incur in preparing and submitting proposals.

3.3 *Retention.* All proposals are the property of the SHA and will be retained by SHA and will NOT be returned to the Responders.

3.4 *Cancellation/Waiver/Award.* SHA reserves the right to cancel this RFP or to reject in whole or in part, any and all proposals received in response to this RFP. SHA further reserves the right to waive any minor informalities in any proposals received. The decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this RFP, shall be at the absolute sole discretion of SHA.

### **PART IV - MINIMUM QUALIFICATIONS**

4.1 *Experience Required.* The legal team proposed by Respondent must have the following experience. Please identify the number of years’ experience, each member of the team has, in each of the following areas and list clients with needs similar to the SHA:

*Area of Experience*

Labor and Employment Practice Experience  
HUD Subsidized housing programs  
Affordable housing programs  
HUD Finance, Grant and Insurance Program Experience  
HUD Regulatory Experience  
Landlord-Tenant Law Experience

4.2 *Ability to Perform in the State of Wisconsin.* All in State firms must provide proof of licensure and any out of State firm must provide evidence of their ability to carry out the requirements of this RFP in the State of Wisconsin. Evidence may include partners in charge that are admitted to practice in Wisconsin, subcontractor or co-counsel arrangements or any other legal arrangements recognized by the State of Wisconsin.

4.3 *Signature.* The proposal must bear the signature of a principal or authorized officer of the professional or firm.

4.4 *Insurance.* The selected firm or firms must already carry or be willing and able to obtain a minimum Professional Liability and General Liability insurance policy in limits of \$3,000,000. All insurance provided shall set forth SHA as an additional insured.

**PART V - PROPOSAL REQUIREMENTS**

*5.1 Technical Proposal*

5.1.1 *Personnel* – List (in chart form please) the primary personnel who will be assigned to this project and the responsibilities they will have, their legal specialty, and the percentage of this contract work expected to be performed by such individual. List paraprofessional personnel, as well as partners and associates. The primary personnel will be considered key to the work to be performed under the contract. Prior to substituting any of the primary personnel, the proposer will be required to notify the SHA at least thirty (30) days in advance and provide sufficient detail of the change to gain approval of the SHA for the substitution. If the SHA does not approve, the SHA may cancel the contract for services.

List additional personnel who may be called on for special services from time to time, but who will not be contributing more than 10% of the services required hereunder, and the areas of their expertise.

Provide resumes of all individuals expected to provide more than 10% of the services hereunder.

5.1.2 *Project Specific Experience.* List all the areas for which you provided legal services identified in 4.1 above, and indicate which professional(s) provided those services.

5.1.3 *Special Experience.* Describe in some detail the resolution of one or more unique

legal issues that arose in one or more of the projects you listed in 5.1.2 above. Please identify the issue, the resolution, as well as the process necessary to resolve the issue whether with a development partner, a financing source or a regulatory body.

*5.2 Price Proposal.* The Price Proposal should be submitted in a separate sealed envelope. For each service area, propose a flat hourly rate. Specify the rate by position title or clearly state a fixed melded for professional services, paraprofessional and administrative support services. Provide a schedule of how fees will be adjusted, if adjustment is proposed during the term of the contract extension assuming the renewal option is elected. Quoted Fees will not be subject to adjustment during the effective period of the Notice of Award through the term of any contract executed with SHA.

*5.3 Oral Presentations.* The evaluation committee may request oral presentations from Responders who are reasonably likely to be selected as described in PART VI below. Responders should not assume that presentations will be requested and should include all required and relevant information in their original proposal package.

## **PART VI - EVALUATION PROCEDURE**

*6.1 Evaluation Committee.* The Executive Director, one member of the SHA Board, and at least one staff person selected by the Executive Director, shall act as the Evaluation Committee.

*6.2 Qualifying Proposals.* The SHA Evaluation Committee will review each proposal for compliance with the minimum qualifications set forth in Part IV. Failure to comply with minimum qualifications will disqualify a responder's proposal from consideration. Each responder submitting a proposal must assume full responsibility for meeting the minimum qualifications.

*6.3 Deviations and Negotiations.* The Evaluation Committee shall have the sole right to determine whether any deviation from the requirements of this RFP is substantial in nature, and may reject non-conforming proposals. In addition, the Evaluation Committee may waive minor irregularities, and negotiate with responsible responders in any manner deemed in the best interest of SHA.

*6.4 Preliminary Notifications.* Responders who submit non-qualifying proposals shall be notified in writing without a statement of reasons for such determination which is in the sole judgment of the Evaluation Committee.

*6.5 Technical Evaluation.* Each member of the Evaluation Committee shall first evaluate and assign at their discretion an evaluation score for each written technical proposal. The technical evaluation shall include an evaluation of any oral presentation if such have been requested by the Committee.

*6.6 Financial Evaluation.* After all Technical Evaluations have been submitted by Committee Members, the Procurement Officer shall provide to the Evaluation Committee the



Price Proposals submitted by those Responders still deemed reasonably possible of being selected.

6.7 *Discussions.* The Committee reserves the right to select a Responder for contract award based solely upon the technical proposal and financial proposal as submitted without further discussion. However, the Evaluation Committee may conduct discussions with each responder submitting a proposal, reasonably possible to be selected, as to any additions to personnel or adjustments in financial terms the Responder would be able and willing to offer.

6.8 *Evaluation Considerations.* The Committee shall evaluate the proposals and make recommendations on the basis of the following factors which are listed in order of relative importance:

6.8.1 Proposed Team Experience, Qualifications, Knowledge, Skills

6.8.2 Processing Service Levels

6.8.2 Project Specific Experience

6.8.3 Price Proposal

6.8.4 Oral Presentations, if determined necessary by the Evaluation Committee

## **PART VII - CONTRACT INFORMATION**

7.1 *Parties to the Contract.* The contract shall be between the party or parties as proposed by the Evaluation Team and the SHA. The Responder must have a principal of the firm sign the contract; the Executive Director of the SHA will sign on behalf of the SHA, upon Board approval.

7.2 *Contract Term.* The Contract term shall commence as of the date specified in the Contract and shall end the later of (a) one year after the commencement date, (b) upon completion of annual renewals as extended by the SHA up to an additional 4 years, or (c) upon completion of all work authorized on or before the expiration date, unless sooner terminated in accordance with the Contract.

7.3 *Compensation and Method of Payment:*

7.3.1 The firm selected will be paid for services rendered upon submittal of bills as provided for below, but not more than monthly, according to the contract or such additional sums as may be determined by the SHA Board.

7.3.2 Payments to the firm will be based upon a reasonable number of actual hours

or actual number of services expended by the firm's attorneys and paraprofessionals in the performance of the services as requested by the Executive Director or his/her designee. For hourly fee payments, the Contractor must provide bills with reasonable detail as to items performed and the hours expended in a manner and detail acceptable to the SHA.

*7.4 Expenses.*

7.4.1 Reimbursable Expenses.

7.4.1.1 Reasonable travel expenses incurred by the firm in the performance of the Contract *outside* the Superior area.

7.4.1.3 Messenger or overnight delivery services, but only if requested by the **SHA**.

7.4.2 Unreimbursable Expenses.

7.4.2.1 All expenses in any of the categories of 7.4.1 above that fall outside the parameters of payment specific hereinabove.

7.4.2.2 Secretarial services whether performed during normal business hours or overtime, unless specifically requested by the SHA.

7.4.2.3 Local transportation costs

7.4.2.4 In-house messenger services

7.4.2.5 Phone or fax fees or charges

7.4.2.6 Scanning or photocopying charges

7.4.2.7 Paraprofessional overtime costs

7.4.2.8 Any other itemized expense not otherwise specified

*7.5 Records.* The contractor shall retain complete files and records of all activities performed for the SHA for a period of not less than five (5) years following the completion of an activity. Copies of documents prepared for submittal to support a waiver or funding application will be provided to the SHA in both paper and electronic form. The contractor shall maintain records relating to the costs and expenses incurred by the Contractor in the performance of the Contract for a period of three years from the date of final payment under the Contract.

*7.6 Insurance.* The Contractor agrees during the term of his contract to carry Professional Liability insurance in limits of at least \$3,000,000 and Fidelity Bond with limits of \$100,000 or more and shall provide the SHA an insurance certificate certifying the required

insurance is in force.

## **PART VIII - PUBLIC RECORD/CONFIDENTIALITY**

Information supplied by each firm to the SHA is subject to the Wisconsin public laws; Wisconsin Statutes, 19.21 Responses submitted become a matter of public record as set forth therein. Such information shall become public unless it falls within one of the exceptions in the Act. If the firm believes any non-public information will be supplied to this RFP, the firm shall take reasonable steps to identify and provide reasonable justification to the SHA regarding which data, if any falls within the exceptions to the Act. However, the firm agrees as a condition of submitting a response that the SHA will not be held liable or accountable for any loss or damage which may result from a breach of confidentiality as may be related to the response submitted.

The SHA will not consider any cost information and references submitted by the firm to be non-public, confidential or trade secret material. Simply stating that the document is confidential or making a blanket claim of confidentiality without proper supporting justification is also not a valid reason to declare the document confidential.

SUPERIOR HOUSING AUTHORITY  
1219 N. 8th STREET  
SUPERIOR, WISCONSIN 54880  
(715) 394-6601

Contract # **SHA-A24-003**

**FORM OF CONTRACT**

**THIS AGREEMENT** made this 1st day of October, 2024 by and between **Contractor** doing business under the laws of the State of Wisconsin hereinafter called the "Contractor" and the Superior Housing Authority, called the "SHA."

**WITNESSETH:** That the Contractor and SHA for the consideration stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work.** The Contractor shall furnish all labor, materials, equipment and services, and perform and complete all work required for **Legal Services.**

**ARTICLE 2. The Contract Price.** The SHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications.

**ARTICLE 3. Contract Documents.** The Contract shall consist of the following component parts:

- A. This instrument
- B. Request for Proposals
- C. Proposal as accepted by SHA

**ARTICLE 4. Contract Period.** The Contract period shall begin **October 1, 2024** and end **September 30, 2024.**

This instrument together with the other documents enumerated in Article 3, which said other documents are as fully a part of the contract as if hereto attached or herein repeated, form the Contract. Up to four (4) one-year options to continue this contract may be granted, conditional upon Housing Authority approval and satisfactory performance during the previous contract period.

**WITNESS WHEREOF,** the parties hereto have caused this Instrument to be executed in two (2) original counterparts as of the day and year first above written.

Contractor  
Address  
City, State, Zip

Superior Housing Authority  
1219 N. 8th Street  
Superior, WI 54880

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Executive Director

**DEBARMENT CERTIFICATION FORM**

The Contractor certifies that, neither the Contractor firm nor any owner, partner, officer, or principal of the Contractor:

- a. Is presently debarred or suspended from covered transactions by any federal or state department/agency;
- b. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- d. Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state or local) terminated for cause or default.
- e. The Contractor is "Actively" registered with SAMS (Service for Award Management), and has been assigned the following DUNS Number: \_\_\_\_\_.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who discloses to Contractor that it is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By \_\_\_\_\_  
Authorized Signature for Contractor

\_\_\_\_\_  
Printed Name and Title