

**ST. CLAIR COUNTY HOUSING AUTHORITY
1790 S. 74TH STREET
BELLEVILLE, IL 62223-3363**

MARCH 12, 2025

REQUEST FOR QUOTES

For

LEGAL SERVICES

Attachments: Attachment A Quote Form*
Attachment B Section 3 Policy and Certification Form*
Attachment C Non-Collusive Affidavit*

*Items to be returned with Quote

Approved for Issuance: _____ MARCH 13, 2025
Vera Jones, Executive Director

REQUEST FOR QUOTES

LEGAL SERVICES

The St. Clair County Housing Authority (SCCHA) is seeking quotes from qualified individuals or firms interested in providing legal services to SCCHA relating to public housing and Housing Choice Voucher Program (Section 8) matters including but not limited to labor & personnel concerns, contract reviews, labor disputes, mediation and other matters. Areas of knowledge and practice should include:

- Worker's Compensation
- Pension & Retirement
- Real Estate Conversion
- HUD Policies & Regulations
- Personal Injury
- Municipal Law
- Corporate Law
- Labor Law including Union Negotiations
- Business Law

QUESTIONS: Any questions or requests for further information must be submitted in writing no later than 4:30 P.M. (CST) on Friday, March 27, 2025, to Ms. Haronda Jenkins, Procurement Specialist. Questions should be submitted via email at harondaj@sccha.org.

SUBMISSION DEADLINE: Quotes must be received via email at harondaj@sccha.org, no later than **4:30 P.M. (CST) on Wednesday, April 14, 2025.**

SECTION 3 AND SMALL DISADVANTAGED BUSINESS CLAUSE

This solicitation is considered a professional services procurement that is exempt from HUD's Section 3 provisions, per se. SCCHA, however, promotes the intent of the Section 3 provisions and encourages respondents to consider unique and innovative ways for incorporating the objectives of Section 3 into the proposal.

A Small Disadvantaged Business (SDB) is defined by the State of Illinois as a small business that is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals. Disadvantaged business entities (minority, female and/or other businesses meeting the definition of the State of Illinois or state in which the business is incorporated) with the qualifications to provide the services requested are encouraged to submit a proposal and such businesses shall receive

additional selection points under the proposal evaluation system to be used to select a respondent.

Information regarding Section 3 provisions and small disadvantaged business status is included in Attachment B.

DIVERSITY: SCCHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged businesses, and small businesses to respond to this RFP or to participate in a subcontracting capacity on SCCHA contracts.

RIGHTS RESERVED:

- SCCHA reserves the right to waive as informality any irregularities in Submittals, and/or to reject any and all Submittals.
- SCCHA reserves the right to withdraw this RFQ at any time prior to the contract award.
- SCCHA reserves the right to terminate the service, or any contracts connected to the service, for convenience during any phase of partial completion with or without cause.
- SCCHA reserves any and all other rights to which they are legally entitled under Federal, State or local laws.

SCOPE OF WORK

- A. Participate in meetings as necessary with the SCCHA Board of Commissioners, providing legal counsel to directors on issues related to matters that arise from the operations of SCCHA. Additionally, serve as the representative for SCCHA in various legal matters, including those specifically related to labor & personnel concerns. This representation extends to situations where SCCHA's interests are being advocated by an attorney appointed by an external entity, such as an insurance company.
- B. File legal and/or court documents, making all necessary court appearances, from initial complaint to obtaining judgements.
- C. Other potential service areas shall include performing services as legal advisor to SCCHA in the following areas pertaining to Agency-related matters within the following areas, each pertaining to applicable Federal, state, and local regulations, statutes, laws, and codes: Human resources and labor law; Accounting, finance, and related audits; Maintenance; Development and modernization; Information Technology; Various housing programs including public housing, HCVP (Section 8), and other SCCHA owned or managed

properties; Issues relating to U.S. Department of Housing and Urban Development (HUD); Real estate, property, and utilities; Worker's Compensation claims; Procurement law (state, Federal, and HUD), including reviewing various vendor contracts and editing, if necessary, prior to their execution; and any other matter SCCHA needs services for, including advice (written and/or verbal) to the Board of Commissioners.

ADDENDA: In the event that there are changes or clarifications to this RFQ, SCCHA will issue an addendum. Addenda will only be sent to those parties who have been issued an official copy of the RFQ by SCCHA.

INFORMATION TO BE PROVIDED IN YOUR QUOTE

To be considered responsive to this RFQ and to facilitate evaluation, quotes must be submitted on the form provided (See Attachment A) and submit the other proposal certifications specified (reference Attachment B and C). Respondents must also provide a narrative description of the methodology to be utilized to perform the service. Respondents must also provide a minimum of three references, including contact representative names and telephone numbers, for public housing authorities or other deferral housing providers for which it has provided legal services. Respondents may include other information as determined appropriate, such as company history, profiles, etc.

SELECTION PROCESS

SCCHA is utilizing its "small purchase procedure" to make this procurement. The award shall be made to the qualified vendor determined to provide the "best value" to SCCHA. The term "best value" is not synonymous to "lowest price". The award may be made for reasons other than the lowest price, including the following:

1. Knowledge Of:

- Handling cases where an employee has been dismissed in contravention of legal protections or company policies, which encompasses terminations that violate employment contracts or are executed as acts of retaliation.
- Assist workers who have sustained injuries on the job, guiding them through the complexities of filing for workers' compensation benefits, particularly in situations where claims are denied or where there is employer retaliation against those who seek to file a claim.
- Involvement in collective bargaining, labor disputes, and addressing grievances related to breaches of labor agreement is essential.
- Knowledgeable about issues concerning employee benefits, such as health insurance, retirement plans, and other employer sponsored benefits, especially

in cases involving violations of the Employee Retirement Income Security Act (ERISA).

- Familiar with personnel policies to ensure alignment with the changing landscape of labor regulations and practices, thereby reducing potential legal risks while demonstrating the organization's dedication to fair and equitable treatment.
- Knowledgeable about issues concerning Accounting, Finance and Related Audits

2. **Qualifications** – Respondents must detail the qualifications of the individual(s) who will be assigned to complete the requested legal services.
3. **Fee Structure** – As submitted.

Basic Eligibility: The successful Respondent must be licensed or otherwise authorized to do business in the State of Illinois and must have a Federal Employment Identification Number (FEIN). In addition, the successful Respondent must not be debarred, suspended, or otherwise ineligible to contract with SCCHA, and must not be included on the General Services Administration’s “List of Parties Excluded from Federal Procurement and Non-procurement Programs”, the Department of Housing and Urban Development’s “Limited Denial of Participation” list, or the Illinois Debarred Contractor’s List.

Payment: Payment shall be made in full within thirty (30) days of receipt of the monthly statement. Itemized billing statements shall be submitted monthly.

Contract Pricing: A contract price for year 1 (2025), year 2 (2026), and year 3 (2027) is requested for legal services. SCCHA anticipates entering an initial contract for year 1 services, while retaining the discretion whether or not to exercise the option of the year 2 and year 3 contract award based upon performance, fund availability, and other criteria, SCCHA also reserves the right to negotiate a price for fourth and fifth year with the contractor selected.

Fund Availability: By responding to this RFQ, the Respondent acknowledges that for any Contract signed as a result of this RFQ, the authority to proceed with the work is contingent upon the availability of funding.

Required Certification and Disclosure: Each Respondent submitting a quote for the work contemplated by this RFP shall execute an affidavit in the form herein provided (see Attachment C) to the effect that he/she has not colluded with any other person, firm or corporation in regard to any quote submitted. Such an affidavit shall be attached to the quote.

Insurance: By submitting a proposal in reply to the RFQ the Respondent agrees to provide proof of the following insurance coverage before a notice of award is issued:

1. Comprehensive General or Professional Liability with a coverage limit of not less than \$1,000,000 for each occurrence, with an aggregate limit of \$2,000,000.
2. Owned/Hired/Non-Owned Automobile Liability Insurance with bodily injury and property and property damage limits of not less than \$300,000 for any vehicle driven on SCCHA premises.
3. Worker's Compensation Insurance in compliance with the laws of the State of Illinois.

The SCCHA shall be listed as an "Additional Insured" on said policies. Additional coverage must be primary over any other valid and collectable insurance available to SCCHA whether primary, excess, contingent or on any other basis.

The additional insured requirement requires a separate endorsement page to be attached to the Certificate of Insurance or proof of General Endorsement coverage. The contract will be considered immediately terminated for failure to maintain insurance in force over the length of the contract.

Hold Harmless Agreement: Contractual Liability (Hold Harmless). The contractor shall in the contract assume responsibility for any and all injury due to damage to any person and/or property including loss of human life arising directly or indirectly from or in connection with activities or services or to be performed by the contractor associated with this agreement and shall hold such injury, damage or death, and shall defend any such claims asserted or suit brought against SCCHA or its employees thereon, and shall pay any judgement against SCCHA and its employees resulting in any such suit; provided however, that SCCHA and its employees shall have the right at is option to participate in any such litigation hereunder and further provided that this indemnity agreement shall not apply to injury, sickness, disease, death or destruction, the sole proximate cause of which is an act of omission of the SCCHA.