



415 Withington Ferndale, MI. 48220

FERNDALE HOUSING COMMISSION REQUEST FOR PROPOSALS FOR LEGAL SERVICES

Issue Date: July 17, 2026

Proposal Due: August 14, 2026

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Attachments

- A. Profile of Firm (Including certifications/statements)
- B. Proposal – Pricing Schedule
- C. HUD-5369A Representations, Certifications, and Other Statements of Bidders
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Invitation to Submit Proposal

The Ferndale Housing Commission (FHC) is requesting proposals from qualified firms or individuals to provide Legal Services. The intent of this request for proposals is to enter into a requirements-based agreement for a two-year period with a qualified legal firm to provide a variety of legal services for the Ferndale Housing Commission.

This Request for Proposal (RFP) contains specific submission requirements, general scope of service requirements as well as terms, conditions, and other pertinent information necessary for submitting a proposal.

One signed original and one copy of the proposal must be submitted to the Ferndale Housing Commission (415 Withington, Ferndale, MI 48220) by EOB on Friday August 7, 2026.

Please put the proposal in a sealed envelope marked "Attention Aliyah Mgawe – Legal Services Proposal".

Bids must reach the FHC no later than EOB on Friday August 7, 2026 – proposals received after the date and time of deadline will not be considered.

PHA MISSION AND DESCRIPTION

The FHC is a public housing authority created pursuant to Michigan Statutes. It owns and manages public housing in Ferndale, MI. (Oakland County) and administers a Housing Choice Voucher Program in Wayne, Oakland and Macomb Counties.

The FHC is administered by a five-member Board of Commissioners appointed by the Mayor of the City of Ferndale. The Board hires the Executive Director, establishes policy and sets long range goals for the agency. The Executive Director is the Chief Executive Officer and is responsible for the general operations of the organization.

As a public housing agency, the FHC must follow laws, policies, and regulations set forth by the United States government including the U.S. Department of Housing & Urban Development, as well as applicable state and local governmental regulations. FHC administers Withington West, a 68-unit public housing (PH) facility consisting of one-bedroom units; Autumn House, a 55-unit public housing facility consisting of one- and two-bedroom units; 43 scattered site stand-alone units; and 715 Housing Choice Vouchers (HCV).

As authorized by Michigan Public Act 18, the FHC is the employer of record for its employees. In addition, as authorized by this state statute, the FHC enters into, and executes contracts and other instruments that are necessary and convenient to exercise its granted power. FHC maintains contractual agreements, primary of which is the Annual Contributions Contract with HUD to manage and operate its PH and HCV programs. The FHC is mainly funded by rental income and HUD subsidies and grants.

It is the FHC mission to create and preserve affordable housing and caring livable communities by serving the diverse needs of Oakland County residents through innovative programs and

partnerships. We serve our voucher participants by subsidizing a portion of the rent thereby allowing low-income families to choose safe, affordable housing.

Ferndale Housing Commission – Reservation of Rights

The FHC reserves the right to reject any or all proposals, to waive any informality in the RFP process to terminate the RFP process at any time, if deemed by the FHC to be in its best interest to do so.

The FHC reserves the rights:

Not to award a contract pursuant to this RFP; to terminate a contract awarded pursuant to this RFP at any for its convenience upon 60 days written notice to the successful proposer; to retain all proposals submitted; to negotiate the fees proposed by the responding entity; to reject and not consider any proposal that does not meet the requirements of this RFP, including but no limited to incomplete proposals and/or proposals offering alternate or services that had not been requested.

The FHC shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

The FHC shall reserve the right at any time during the RFP or contract process, to prohibit any further participation by proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.

Scope Of Services

The FHC is interested in acquiring the services of a professional firm to provide a variety of legal services including, but not limited to: Administrative Law, Landlord Tenant issues, Construction Law, Procurement Law, and Real Estate Law. Of special importance is knowledge and experience in HUD rules and regulations. The attorney or firm selected should be at a minimum able to provide the following services:

1. Serve as general counsel and represent the FHC in any legal matter.
2. File lawsuits on behalf of the FHC and serve as counsel on any matters pertaining to the case.
3. Represent the FHC in court on lawsuits against it by Contractors, residents, landlords and others.
4. Provide written legal opinions on varying circumstances with respect to procurement regulations, local government ordinances/codes, Public Act

- 18, Code of Federal Regulations, Annual Contributions Contract and legal relationships with local and federal entities.
5. Provide written legal opinions and attend meetings as requested for the resolution of disputes between the FHC and contractors or vendors.
 6. Provide all necessary legal services as may be required for the acquisition of or disposition of property to certify conformance to Local, State, and Federal regulations.
 7. Represent the FHC in personnel matters including formulation procedures for hiring and terminating employees and any subsequent action. May represent FHC in unemployment appeals.
 8. Attend Board meetings if requested.
 9. Assist in preparing correspondence or other documents to contractors, vendors, agents, etc. as may be necessary to protect the interest of FHC for both present and future.
 10. Provide legal representation and act as liaison the HUD legal department, the HUD Office of Public Housing Investment which administers the HUD mixed-finance regulations and Michigan State Housing Development Authority at a minimum.
 11. Representation of the FHC on appeals of lower court decisions to the federal or State Appellate Court.
 12. Defense of the FHC during litigation arising out of the course of operations of the commission.
 13. Guidance to the FHC and staff regarding real estate procedures as well as the completion of real estate transactions, including the review of utility easements and operations of a Land Trust and/or 501c3 organization.
 14. All legal work in connection with the acquisition and/or disposition of real property, including the examination of extracts of title and the furnishing of a consolidated opinion of title in accordance with local regulations.
 15. Assistance in the development of a subsidiary non-profit entity for purposes of resident services, development and/or management contracts.
 16. Other legal matters that may be requested by the FHC Board of Commissioners and/or the Executive Director.

Information to be Provided in Your Submittal

Proposals must bear an original signature by an individual authorized to bind the firm offering the proposal.

Offerors are required to enter the Federal Identification Number on the 'Profile of the Firm' form.

Forms required for submission include the following Attachments (found at the end of the RFP):

- A. Profile of Firm
- B. Proposal form
- C. HUD-5369A Representations, Certifications, and Other Statement of Bidders.

Offerors' qualifications shall be clearly and succinctly described to include the following information:

All proposals must contain a narrative account describing the breadth and length of experiences of the proposed primary attorney, back-up attorney, and other significant members of the legal team and firm with respect to:

- 1. Public Housing, Housing Choice Vouchers, and Low-Income Tax Credits – describe the breadth of knowledge involving HUD rules, requirements, law, and related procedures.
- 2. Knowledge and work experience with administrative regulations and the law in matters relating to, but not limited to, the following areas: Davis-Bacon Act, Lease and Grievance procedures, Fair Housing & Section 504 of the Rehabilitation Act of 1973.
- 3. Litigation
- 4. Landlord Tenant Law
- 5. Grants
- 6. Employment Law
- 7. Environmental Law
- 8. General practice Real Estate law, acquisitions, Title Examination

Please describe the firm's ability:

- 1. To provide required service in a timely fashion, describe the availability of a back-up attorney in the absence of the primary attorney.
- 2. To provide legal services involving housing development and management: financing involving advance, permanent and temporary notes; litigation, real property laws and codes, human services arbitrations, and federal subsidy programs.
- 3. To ensure completion of the scope of work in a timely manner.

List any known potential conflict(s) of interest.

Provide 5 recent references who may be contacted concerning your firm's performance.

Evaluation Factors

Selection of a successful Offeror will be the sole discretion of the FHC. An evaluation committee will be established to review responses to the RFP. Proposals will be evaluated using the following evaluation criteria. Offerors will be selected based on the highest cumulative scores, as provided below. The FHC, however, reserves the right to reject any and all proposals and to waive any informality in proposals received for any reason whatsoever.

If selected, candidates may be requested to attend and interview to discuss the proposed scope of work, including availability of equipment and staffing, accounting and payment procedures, schedules, qualification of subcontractors proposed for portions of the work and such other items as are directly related to the proposal prior to being awarded the contract.

Evaluation Criteria	Points Possible
1. Overall experience and technical competence of firm/team in providing legal services as described in Scope of Services, especially as it relates to a public housing commission	40
2. Availability of firm/team personnel to perform legal services in a timely and efficient manner as evidenced by staffing and experience level as well as past performance.	35
3. Responsiveness to RFP	15
4. Cost	5

Interviews and negotiations may be conducted with Offerors who have a reasonable chance of being selected for award. After evaluation of the proposal revisions, if any, the contract will be awarded to the firm whose qualifications, price, and other factors considered are advantageous to the FHC. Overall responsiveness to RFP is a major factor in the evaluation process.

Contract Award and Negotiations

Upon completion of the evaluation process and confirmation by the Ferndale Housing Commission (Board), the Director will negotiate and execute an appropriate contract covering the legal services to be provided.

Termination for Convenience

The FHC may terminate this contract in whole or in part, whenever the Executive Director determines that such termination is in the best interest of the FHC. Any such termination shall be effected by delivery to the Legal Firm/Team a 'Notice of Termination', specifying the extent to which the performance of the work under the contract is terminated and the date upon which such termination becomes effective.

If the performance of the work is terminated, either in whole or in part, the FHC shall be liable to the Legal Firm/Team for reasonable and proper costs for services rendered up to the date of termination.

Administrative Information

1. Basic Eligibility

The offeror must be licensed to do business within the State of Michigan. Additionally, the successful offeror must not be debarred, suspended, or otherwise ineligible to contract with the FHC, and must not be included on the General Services Administration "List of Parties Excluded from Federal Procurement and Nonprocurement Programs" or the Department of Housing and Urban Development "Limited Denial of Participation" list.

2. Payment Requirements

Offerors should be aware that the FHC will only make payments on the Contract issued under this RFP after the work being billed has been completed and will pay reimbursable expenses to the offeror only upon receipt of an invoice for the reimbursable expenses.

Invoices must provide detailed information regarding date, what work was done, who at the firm provided the work, and who at the FHC initiated the work billed. No advance payments will be made to the Offeror, who must have the capacity to meet all their expenses in advance of payments by the FHC.

3. Funding Availability

By responding to this RFP, the Offeror acknowledges that for any contract signed as a result of this RFP, the authority to proceed with the work is contingent upon availability of funding.

4. Insurance

Prior to undertaking any work under a contract for legal services, the Offeror shall procure and maintain continuously for the duration of the contract, at no expense to the FHC insurance coverage as identified below:

- Aggregate Liability Insurance \$1,000,000
- Worker's Compensation Amounts required by Michigan
- Professional Liability (E & O, Malpractice) \$1,000,000

The offeror shall furnish, prior to execution of a contract, adequate certificates of insurance and policy endorsements as evidence of compliance with the insurance requirement. A person authorized by the insurance company to bind coverage on its behalf must sign such certificates and endorsements.

5. Assignment of Contract

The selected offeror shall not assign or transfer any interest in this contract, except that claims for monies due or to become due from the FHC under a contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrences of the FHC Executive Director. If the legal firm/team is a partnership, the contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the FHC Executive Director.

6. Subcontracts

The legal firm/team shall not enter into any subcontracts with any sublegal firm/team who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the State in which the work under which this contract would be performed.

The offeror shall be as fully responsible for the acts or omissions of its sublegal firm/teams to the terms and conditions of contracts signed with the FHC insofar as they are applicable to with work of the sublegal firm/team.

The offeror shall insert appropriate clauses in all subcontracts to bind sublegal firms/teams to the terms and conditions of contracts signed with the FHC insofar as they are applicable to with work of the sublegal firm/team.

7. Equal Opportunity

During the performance of any contract with the FHC, the offeror agrees as to the following:

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

8. Conflicts of Interest

The Offeror warrants that to the best of his/her knowledge and belief and except as otherwise disclosed, s/he does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this contract and the Offeror's organizational, financial, contractual or other interests are such that:

- a. Award of the contract may result in an unfair competitive advantage; or
- b. The Offeror's objectivity in performing the contract work may be impaired. In the event the Respondent has an organizational conflict of interest as defined herein, the Respondent shall disclose such conflict of interest fully in the proposal submission.
- c. The Offeror agrees that if after award s/he discovers an organizational conflict of interest with respect to the contract s/he shall make an immediate and full disclosure in writing to the executive Director which shall include a description of the action which the Offeror has taken or intends to take to eliminate or neutralize the conflict. The FHC may, however, terminate the contract if it is in the best interest.
- d. In the event the Offeror was aware of an organizational conflict of interest before the award of the contract and intentionally did not disclose the conflict to the Executive Director, the FHC may terminate the contract for default.
- e. The provisions of this clause shall be included in all contracts, subcontracts, and consulting agreements wherein the work to be performed is similar to the service provided by the Offeror.
- f. No member of or delegate to the U.S. Congress of the FHC Board of Commissioners shall be allowed to share any or part of this contract or to derive any benefit to arise therefrom. This provision shall be construed to extend to this contract if made with a corporation for its general benefit.
- g. No member, officer, or employee of the FHC no member of the governing body of the locality in which the project is situated, no member, of the governing body in which the FHC was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project shall during

his or her tenure, or for one year thereafter have any interest, direct or indirect in this contract or proceeds thereof.

- h. The FHC reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

9. Mistakes in Proposals

Correction or withdrawal of bids may be permitted, where appropriate, before bid opening by written or facsimile notice received in the office designated in the RFP prior to the time set up for bid opening.

After bid opening, corrections in bids may be permitted only if the bidder can show by clear and convincing evidence that a mistake of nonjudgmental character was made, the nature of the mistake and the bid price actually intended.

A low bidder alleging a nonjudgmental mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document, but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made.

All decisions to allow correction or withdrawal of a bid shall be supported by a written determination signed by the Executive or their designee. After bid opening, changes in bid prices or other provisions of bids prejudicial to the interest of the FHC of fair competition shall not be permitted.

The Executive Director or designee may waive any irregularity if it is determined the waiver is in the best interest of the FHC.

Attachment A – Profile of Firm

- Name of Firm _____
- Address, City, State, Zip: _____
- Telephone: _____ Fax: _____
- Diversity Statement: Please check all that apply to the ownership of this firm
___ Public Held Corporation ___ Small Business ___ Partnership ___ Solely Owned
___ Woman Owner ___ Disabled Veteran ___ Minority Owned Business
- Federal Tax ID Number _____
- Business License Number _____ State _____
- Debarred Statement: Has this firm or any principal(s) ever been debarred from providing services by the Federal Government, any state government, or any local government agency? _____ Yes _____ No (if Yes, please attach a full detailed explanation, including dates, circumstances and current status)
- Disclosure Statement: Does this firm or any principals thereof have any current or past or professional relationship with any Commissioner or Officer of The Ferndale Housing Commission?
_____ Yes _____ No (if Yes, please attach a full detailed explanation, including dates, circumstances and current status)
- Non-Collusive Affidavit: The undersigned part submitting this proposal or bid hereby certifies that such proposal or bid is genuine and not collusive and that said proposer entity has not colluded, conspired, or connived or agreed, directly or indirectly with any proposer or person to put in a sham proposal or bid or to refrain from proposing or

bidding, and not in any manner directly or indirectly sought by agreement or collusion or communication or conference with an person to fix the proposal or bid price of affiant or of any other proposer or bidder or to secure any advantage against the Ferndale Housing Commission or any person interested in proposed contract; and all statements and bids are true.

(10) Verification of Statement: The undersigned proposer hereby states that by completing and submitting this form s/he is verifying that all information provided herein is, to the best of his/her knowledge true and accurate and agrees that if the FHC discovers that any information entered herein is false, that shall entitle the FHC to not consider or make or cancel any award with the undersigned party.

Signature

Date

Printed Name

Attachment B

Proposal – Pricing Schedule

Staff Position	Hourly Rate
Partner	\$
Associate	\$
Paralegal	\$
Clerical	\$
Other	\$

Certain legal services are repetitive in nature and are routinely performed. The following services may be pre-priced in this contract. In an effort to facilitate the evaluation process, what would your firm's 'flat, fixed rate' be for the following per item service:

Evictions \$_____

Employment Hearings \$_____

Fair Housing Counsel \$_____

Real Estate Closing Services \$_____

Signature_____ Company Name_____

Print Name_____ Company Address_____

Title _____ City, State, Zip_____

Date_____ Email Address_____

Telephone # _____ Fax # _____

The above individual is authorized to sign on behalf of company submitting proposal. Proposals must be signed by an official authorized to bind the provider to its provisions for at least ninety days.