



REQUEST FOR PROPOSALS (RFP)

Legal Counsel Services

RFP Issue Date: December 19, 2023

**Proposal Due Date: 5 PM EDT on January 18, 2024,
via Ion Wave Technologies, the URA's Bidding
Software**

Section 1. General Information

- 1.1. The Urban Redevelopment Authority of Pittsburgh (URA) invites interested Legal Firms (collectively, "Firms", and in the singular, a "Firm") to submit a proposal to provide legal counsel regarding general legal matters of the URA and to enable the URA to select qualified and experienced law firm(s) to undertake these services.
- 1.2. This RFP opens for proposals on December 19, 2023, and closes on January 18, 2024. Interested parties are requested to submit a detailed proposal package that clearly defines the relevant experience of the proposed staff and team members, proposed methods and strategy, as well as a fee proposal that reflects a discounted municipal government rate.
- 1.3. Contact for all queries and receipt of proposals will be managed via Ion Wave Technologies (IWT) by the stated contact below:

Jennifer Wilhelm, Chief Operating Officer
jwilhelm@ura.org

- 1.4. Respondents shall direct all contact and questions regarding this Request for Proposals (RFP) and selection process through Ion Wave Technologies. Questions concerning terms, conditions, and technical specifications shall be submitted in writing through the URA's bid management software, Ion Wave Technologies. **Questions must be submitted in writing and posted on Ion Wave by 5 PM EDT on January 9, 2024. Responses to said questions will be posted to Ion Wave by 5 PM EDT on January 12, 2024. You can register for Ion Wave by following the prompts on our website:**
http://www.ura.org/working_with_us/proposals.php
- 1.5. The URA will consider proposals from local firms that have the experience and personnel to handle such legal issues.
- 1.6. The URA reserves the right to award multiple contracts if deemed in its best interest to do so. Respondents are expected to use their own initiative in formulating a response to this RFP.
- 1.7. This RFP shall not be construed to create or provide any private or public right or cause of action for or by any person or entity, or to impose any specific obligations on the URA.
- 1.8. The RFP process allows the URA to receive and review proposals and if necessary, negotiate with Firms prior to entering into Legal Services Agreement(s). At the URA's discretion, Legal Services Agreement(s) shall be awarded to a qualified responsible Firm(s) submitting the best overall proposal(s). The URA reserves the right to select, negotiate and subsequently recommend to the URA Board the Firm(s) that submits the best overall proposal(s).
- 1.9. HOWEVER, the issuance of this RFP does not obligate the URA to enter into any Legal Services Agreement, and the URA reserves the right to reject any and all proposals submitted.
- 1.10. The URA therefore invites interested Firms to submit their qualifications and proposals for their services. This information, coupled with the Fee Schedule offered as well as other

information provided in the submitted proposal, will serve as the basis for subsequent negotiations and selection.

- 1.11. The URA may select and/or contract with several Firms for the professional legal services for URA matters.
- 1.12. Interested Firms shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.
- 1.13. Firms shall neither offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the URA. By signing their proposal, the Responding Firm certifies and represents to the URA that the Responding Firm has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantaged information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this RFP.
- 1.14. Each responding Firm agrees that the cost of all materials, preparations and presentations involved in the submission of its proposal and/or its participation in the selection process shall be borne by said Responding Firm at its sole cost and expense. The URA shall not, under any circumstances, be responsible for any costs or expenses incurred by a Responding Firm in preparing a proposal or response to this RFP, or in participating in any subsequent steps in the selection process, such as providing additional information to the URA, engaging in negotiations and/or discussions with the URA, and/or making presentations to any interested parties. Each Responding Firm agrees that all documentation and materials submitted either with a proposal or at any point during the selection process shall remain the property of the URA.
- 1.15. The URA does not discriminate based on race, color, creed, religion, disability, or sexual orientation. Furthermore, minority, women, and disadvantaged business owners are encouraged to pursue business opportunities with the URA.
- 1.16. No partnership, joint venture, other business combination or agency relationship is created between the URA and any Responding Firm by virtue of this RFP, the selection process or otherwise.

Section 2. Background and Scope of Services

2.1 Background:

The URA was established in 1946 under the Pennsylvania Urban Redevelopment Law and serves as the City of Pittsburgh's community and economic development partner. The organization currently employs 105 individuals and comprises three operating departments: Economic Development, Housing Development, and Commercial and Business Lending. For more information about the URA's structure, please visit www.ura.org.

Since its inception, the URA has constructed and rehabilitated tens of thousands of homes, reclaimed thousands of acres of contaminated brownfield and riverfront sites, and assisted hundreds of businesses in neighborhoods throughout the City of Pittsburgh. Currently, the URA is committed to creating more

affordable housing for the average Pittsburgher, encouraging entrepreneurship and small business development, promoting inclusive growth and quality job creation, expanding efforts to revitalize neighborhoods and main streets, and developing a talented workforce equipped with the skills of the future.

2.2 Scope of Services:

The selected Firm(s) will carry out, at the direction of the Senior or Chief Counsel, the following duties.

1. Provide legal advice and assistance to the Authority Board and staff on the full spectrum of legal matters associated with the URA and related affiliates of the URA.
2. Legal matters relating to Municipal Law URA.
3. Legal matters relating to Redevelopment issues and the Urban Redevelopment Law, Act of 1945.
4. TIF, TRID, or LERTA enabling legislation or related project matters.
5. Legal matters relating to redevelopment issues. Legal assistance may be required during the entire life of a project, including redevelopment plan adoption and implementation.
6. Assist and advise the URA's Board and staff with areas of real estate and public law relevant to the acquisition of land and regulations/guidelines applicable to public acquisitions.
7. Review and approve other pertinent documents and documentation relating to any URA issued loans.
8. Review and approve amending documentation as it relates to proposed changes in outstanding loans.
9. The Legal Counsel may be expected to comment on the legality of Authority related business.
10. Prepare or cause to be prepared initial and amending resolutions to be adopted by the Board for financed projects.
11. Perform any other legal services that may be reasonably requested from time to time by the URA. Such other services may include, but not be limited to, matters relating to: Real Estate law; Municipal Law, including defense of tort claims under the Political Subdivision Tort Claims Act; legal actions to enforce contracts; Eminent Domain actions, miscellaneous litigation, Bankruptcy, Pennsylvania's Abandoned and Blighted Property Conservatorship Act, Employment Law; Federal Contracting Compliance; Construction disputes and the preparation of filing of disclosure reports or documents required of the URA.

Section 3. Process

3.1 Tentative Proposal Calendar:

A tentative schedule has been prepared for this proposal process. The schedule is subject to change; however, the RFP due date will not be changed without notice on the URA's website:

http://www.ura.org/working_with_us/proposals.php

Proposal Timeline	
December 19, 2023	RFP Application Opens
January 9, 2024	RFP Question Submissions are Due by 5 PM EDT
January 12, 2024	Response to RFP Questions Uploaded to IWT by 5 PM EDT
January 18, 2024	Proposal Submissions Due by 5 PM EDT
January 22-31, 2024	Interviews (if deemed necessary)
February 8, 2024	Board Authorization of Contract

3.2 Tentative Proposal Review Committee:

Proposals submitted will be reviewed by the following Review Committee:

1. Susheela Nemani-Stanger, Executive Director
2. Jennifer Wilhelm, Chief Operating Officer
3. Shannon Barkley, Senior Legal Counsel

This committee's shortlist and a final recommendation will be presented to the URA Executive Leadership Team ahead of a presentation to the URA Board of Directors for final selection.

3.3 Final Selection:

The URA Board of Directors will select Firm(s) based upon the recommendation of the Review Committee, while reserving the right to reject any and all recommendations, to waive any and all formalities outlined in the RFP and in the selection process, and generally to make the award that, in its judgment, will best meet the objectives stated in this RFP.

3.4 Contract:

Upon notification of selection by URA staff, the successful respondent is required to enter into a contract within two weeks of receipt of a draft contract from the URA. If the successful respondent is unwilling or unable to execute the agreement as required by the RFP, the URA has the right to request another respondent to enter into the contract with the URA.

3.5 Non-Discrimination:

If selected, each respondent agrees not to discriminate, whether in employment, contracting, or otherwise, in violation of any federal, state, or local law and/or based on sexual orientation, gender identity, and/or gender expression or upon any other protected classification.

Section 4. Proposal Requirements

4.1 Submission Requirements and Deadline

One (1) electronic copy, **SUBMITTED THROUGH ION WAVE TECHNOLOGIES**, in PDF format must be **received by the URA by no later than 5 PM ET on January 18, 2024**. Paper copies will not be accepted. Proposals received after the deadline will not be accepted. Submissions should be received through IWT as directed on the [URA website](#).

4.2 Proposal Format and Content

Responding Firms proposals should contain the following proposal information and a statement of Firm qualifications in the following order:

- 1. Cover Page**

- Should include the name of this RFP, name address and phone number of the Responding Firm and Date.

2. Transmittal Letter— include the following:

- Legal name, address, and organizational information of the Responding Firms along with the names and addresses of the individual principals with the authority to legally bind and act on behalf of the Responding Firms.
- Name, title, address, telephone number, fax number and e-mail address of the contact for the Responding Firms.
- Signature of lead principal of Responding Firms' team.

3. Fee Schedule – the proposed fee schedule shall include the following items:

List the names, a brief summary of qualifications, and hourly rates of all lawyers who you anticipate will be assigned to work with the URA.

The contract period for the successful Firm(s) will be from date of award for one year with renewable options up to three additional one-year terms. The contract may be terminated by either party with 60 (sixty) days prior notice.

For proposal purposes, proposers must submit copies of certificates of insurance for general liability and workers compensation.

4. Statement of Firms Qualifications

- To facilitate review by the URA, please submit materials in keeping with the following Statement of Qualifications format. Responding Firms will NOT be entitled to withdraw or amend their Statement of Qualifications for a period of ninety (90) days after its submission.
- The Responding Firms shall provide a statement of qualifications, which shall include:
 - a) Overview of the Responding Firms. The Overview section shall contain the following information:
 - i) A concise description of the Responding Firms including organizational structure, identification of principals, length of time in business, office locations and number of personnel.
 - ii) Evidence that the Responding Firms, including, has the financial capability to carry out the proposed commitments.
 - iii) A copy of the firm's Professional Liability, errors and omissions policy.
 - b) Experience Record. The Experience Record section shall contain the following information:
 - i) A statement as to why the Responding Firms is qualified to undertake this project.
 - ii) A description of the Responding Firms' experience within the past ten years related to similar projects.
 - iii) A description identifying the Responding Firms' legal team, including experience of the key personnel who will manage this project.
 - c) Respondents to this RFP shall have the following qualifications:

- i) Must be licensed and in good standing with the Commonwealth of Pennsylvania.
 - i) *Disclose all enforcement actions by professional licensing boards, courts or other bodies or other matters which may reflect on respondent's professional qualifications. Describe any pending litigation or other factors that could adversely affect respondent's ability to perform the services.*
- ii) Must have an excellent reputation in the legal community.
- iii) Must be knowledgeable in the local real estate market.
- iv) Must be knowledgeable in all matters relating to Municipal & Redevelopment Law.
- v) Must be knowledgeable of financing tools such as state grants, loans, and other various government funding sources.

Section 5. Post Selection Requirements

5.1 Written Agreement Required

Once approved by the URA, the selected Firm or Firms (the "Selected Firm") must be willing to negotiate and enter into a formal, written service agreement (the "agreement") with the URA. However, the selection of a Selected Firm in no way obligates the URA to enter into any binding agreement or contract with the Selected Firm. Rather, the URA reserves the right to terminate all discussions and negotiations with the Selected Firm at any time prior to the execution of the Agreements. No legal or contractual rights or obligations between the URA and a Selected Firm will come into existence at any time; and no legal or contractual rights or obligations between the URA and a Selected Firm will come into existence unless and until the Agreements have been fully executed by both parties. The legal rights and obligations which will come into existence at such time shall be limited to those expressly set forth or incorporated by reference in said Agreements.

Section 6. General Conditions

- 6.1 Once Firms are encouraged to confer with the URA prior to submitting their proposals. All proposals, including attachments, supplementary materials, addenda, and any other materials submitted therewith shall become the property of the URA and will not be returned.

Each Responding Firm, by submitting a response to this RFP, hereby waives, releases and disclaims any and all rights to protest and/or seek any legal remedies whatsoever against the URA regarding any aspect of this RFP, the negotiation process and/or the selection process, including, without limitation, the decisions to accept or reject any proposals, reject any Responding Firms and/or select the Selected Firm.

Under special circumstances, the URA reserves the right to contract with additional firms (designated as "*Special Counsel*") for unforeseen and/or new legal matters.

In addition, the URA also reserves the right to engage the awardee for additional and special matters which will be billed separate from the retainer arrangements, subject to the prior written permission of the awardee.

6.2 URA Non-Liability and Related Matters

The URA Non-Liability, Waivers and Hold Harmless. By submitting information and a proposal to the URA in response to this RFP, Responding Firms hereby acknowledge and agree that the URA does not undertake and shall have no liability with respect to this RFP and any matters related thereto, including, without limitation, the information provided in the RFP, the negotiation process, the selection process and the verification of information submitted by Responding Firms (collectively, the "Released Matters"). By submitting information and a proposal in response to this RFP, Responding Firms hereby knowingly and voluntarily waive, release and forever discharge the URA from any and all liability with respect to the Released Matters, and agree to hold the URA harmless from any and all claims, demands, damages, expenses, losses, fees, costs, obligations, penalties, liabilities, defenses, judgments, proceedings and/or suits or other actions, of any kind or nature whatsoever, which may arise with respect to any of the Released Matters or otherwise relating to the RFP and be claimed by the Responding Firms or anyone claiming by, through or under the Responding Firms.

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