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**Niagara Falls Housing Authority
Request for Proposals (RFP)
Legal Services**

September 27, 2024

Deadline for Receiving Proposal

744 Tenth Street, Niagara Falls, NY 14301

October 24, 2024 – 10:00 am, local time

Contact Person

Angela L. Smith, Interim Executive Director

Phone: (716) 285-6961

Email: alsmith@nfha.org

A. General:

The instructions below provide guidance for the preparation and submission of proposals. Their purpose is to establish the requirements; format and content of proposals so that proposals are complete, contain all essential information and can be evaluated fairly. The following represents the extent of the instructions and conditions:

B. Form:

Proposals shall be submitted in the form of hourly cost to provide all services, for up to three (3) years, perform all actions, as described in Section F and submit all documentation as described herein for:

Year 1: April 1, 2025 – March 31, 2026

Year 2: April 1, 2026 – March 31, 2027

Year 3: April 1, 2027 - March 31, 2028

C. Content:

Proposals 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. Charges not so specified will not be considered for payment.

D. Qualifications and Experience:

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

- 1) A broad and practical knowledge of HUD rules, regulations, requirements, law and related procedures; and experience in implementing 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 same.
- 3) Skills, capabilities and work experience of a demonstrated level that would assure completion of the services required 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 for professional liability in the amount of one (1) million dollars.

E. Selection Criteria:

- 1) General Responses to Request for Proposal and Presentations (**15** points).
- 2) Firm's/Individual's Experience and Qualifications and ability to provide services required as listed below (**50** points).
- 3) Firm's/Individual's Previous Experience with the Niagara Falls Housing Authority (**5** points). For those Firms/Individual's that have not previously done work for the Niagara Falls Housing Authority, no score shall be given. The scores Firms/Individuals with previous experience will be adjusted by 95% to avoid penalizing new applicants.
- 4) Hourly Cost (**30** points).

The accepted proposal will be that one which receives the highest cumulative total of points as described above, the results of an interview, if required and successful negotiation of a contract and which meets all other criteria and standards as described herein.

F. Services Required:

Legal services under the contract which shall be entered by and between the

Niagara Falls Housing Authority and the successful respondent shall include, but not be limited to:

- 1) Attending any or all Authority Board of Commissioners meetings (regular or special) (approximately twelve (12) per year) and other meetings as requested.
- 2) Conferring with and advising the Board of Commissioners, Executive Director, employees and members of the Authority on legal matters when requested. On time sensitive matters, calls must be returned within a 24-48-hour time period.
- 3) Advice and assistance to the Authority in the preparation of all legal documents, papers, contracts, specifications, bonds, waivers, and such other legal drafting as may be required from time to time.
- 4) Advising and consulting on all matters with the Authority of a legal nature.
- 5) Appearance for and representation of the Authority, in court, in all litigated matters except as herein otherwise provided.
- 6) Approval of the legality of contracts.
- 7) Handling of all legal questions and matters arising under contracts of the Authority and rendering legal opinions on all matters submitted by the Authority.
- 8) Review and approval of all documents pertaining to Temporary and Permanent Financing relating to all developments covered by the aforementioned contract.
- 9) Advising and assisting all parties having dealing with the Authority, in connection with its day to day business.
- 10) Giving legal advice on all action's ex contractu and ex delicto.
- 11) Gives advice for successful conclusion in court of original jurisdiction, all actions for the recovery of possession of dwelling unit or for the collection of rent.
- 12) Provide representation when needed for subsidiaries of the NFHA or related legal entities to the Authority.
- 13) Provide training to board members and/or staff as requested.

G. Exclusions:

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

- 1) All reasonable and necessary expenses paid out or incurred on behalf of the Authority in the provision 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 travelling and subsistence in connection with the performance, outside the area within said Authority 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.
- 3) Fees and costs for litigation which, in the opinion of the Attorney, is extraordinary and beyond the scope of Section E. of this specification. In such

cases, Attorney shall so notify the Authority. The Authority will immediately submit the matter to the Regional Counsel of the Department of Housing and Urban Development, and, in the event any such litigation is in the opinion of the Office of the Regional Counsel extraordinary, the Attorney shall, upon written request of the Authority, perform such litigation which for the purpose of this specification, is considered extra services. In the event the Regional counsel is of the opinion that such litigation is not extraordinary, it shall so notify the Authority and its Attorney, whereupon an opportunity to be heard shall be afforded said Authority and/or its Attorney, before the opinion and final determination of Regional Counsel shall be or become binding upon said Authority and its Attorney.

4) Fees and costs for litigation that transpires under appeal to the Supreme Court, Appellate Division of the State of New York, and the Attorney shall perform said services if requested in writing by the Authority. The amount of compensation shall be agreed upon between the Authority and the Regional Counsel or the Department of Housing and Urban Development.

H. Provisions:

1) No contract entered into by the Authority and the successful respondent shall prevent the Authority from engaging for excluded services, a member of the Bar of the State of New York other than the successful respondent 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 respondent 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) The successful respondent 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 outlined in Section F of this specification, in which the Authority is a party, except routine evictions actions and suits for arrears in rents.

3) That the Authority and the successful respondent, in any event, agree to be bound as far as duty required by said successful respondent 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 proposal process, or the proceeds thereof.

5) No member of or Delegate of the Congress of the United States of America or Resident Commissioner, shall be admitted to any share or part of any contract awarded as a result of this bill process, or to any benefits which may arise therefrom.

6) In connection with any work performed under contract awarded as a result of this proposal process, the successful respondent shall not discriminate

against any employee or applicant for employment because of race, creed, color or national origin. The successful respondent shall take affirmative action to ensure 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.

7) The successful respondent 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.

I. Declarations:

In connection with this specification, the respondent declares that:

- 1) They are acquainted with and understand the specification in its entirety.
- 2) They 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 proposal to perform the work described.
- 4) The full names and residences of all persons interested in this specification, as Principals of the firm, partnership, or corporation submitting a bid are as follows:

<u>Name</u>	<u>Title</u>	<u>Residence</u>
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J. Inquiries:

Inquiries/questions concerning the RFP should be submitted in writing no later than October 17, 2024:

Angela L. Smith, Interim Executive Director
Niagara Falls Housing Authority
744 Tenth Street

Niagara Falls, New York 14301

Inquiries may also be emailed to: alsmith@nfha.org

K. Submission Date:

1) **All proposals must be received no later than 10:00 am, local time, on October 24, 2024.** Proposal responses shall include an **original and three (3)** copies. Proposals received prior to 10:00 a.m. on October 24, 2024, will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no proposal received thereafter will be considered. No responsibility will attach to an officer for the premature opening of a proposal not properly addressed and identified. Unless specifically authorized, telegraphic proposals will not be considered, but modification by telegraph of proposals already submitted will be considered if received prior to the hour set for opening and written confirmation of such modification if the signature of the respondent is placed in the mail and postmarked prior to the time set for proposal opening.

2) Respondents are cautioned that, while telegraphic modifications of proposals may be received as provided above, such modifications, if not explicit and if any sense subject to misinterpretation, shall make the proposal so modified or amended, subject to rejection.

L. Withdrawal of Proposals:

Proposals may be withdrawn on written or telegraphic request dispatched by the respondent 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 respondent is placed in the mail and postmarked prior to the time set for proposal opening. Negligence on the part of the respondent in preparing his proposal confers no right of withdrawal or modification of his bid after such proposal has been opened.

M. Award of Contract; Rejection of Proposals:

The contract will be awarded to the responsible respondent achieving the highest score based on Section D of this specification and complying with all conditions herein, provided it is in the interest of the Authority to accept it.* The respondent to whom the award is made will be notified at the earliest practicable date and the Board may choose to appoint the winning bidder prior to April 1, 2025. The Authority, however, reserves the right to reject any and all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the

interest of the Authority.

**The Authority reserves the right to award a one-year contract or a multiple year contract up to three (3) years or multiple contracts for the specified scope of work.*