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www.troycommunitylandbank.org

RFP for Legal Services

Introduction

A. Overview

The Troy Community Land Bank Corporation ("TCLB") is issuing this Request for Proposals ("RFP") to solicit updated proposals from law firms and/or individual attorneys for the purpose of providing the TCLB with comprehensive legal service representation in matters involving Article 16 of the Not-for-Profit Corporation Law, Public Authorities Law, and other relevant issues and laws surrounding Land Banks, in addition to real estate transactions and development deals.

The work contemplated is professional in nature. A respondent must be competent to perform services identified herein and be financially solvent.

This RFP shall not create a legal obligation on the part of the TCLB or any respondents. The TCLB reserves the right, in its sole discretion, to amend, suspend, terminate or reissue this RFP, in whole or in part, at any stage. The TCLB shall not be liable to respondents for any costs incurred in connection with the RFP process. Submissions shall be deemed property of the TCLB.

B. Context of RFP

The TCLB was incorporated in 2014, pursuant to New York State's Land Bank Program. Under the provisions of Article 16 of the New York State Not-for-Profit Corporation Law, governmental entities that possess the power to foreclose on tax liens are permitted to create a not-for-profit corporation whose purpose is to facilitate the return of vacant, abandoned, and tax delinquent properties into productive use.

More information on the land bank, including its adopted procurement policy, is available at www.troycommunitylandbank.org.

C. Time of Completion

An attorney retained by TCLB shall provide services within a mutually agreed upon timeframe and/or in accordance with any deadlines imposed as a result of court action or by a third party.

D. Term of Contract

The initial contract period shall be for two years, commencing on or about **January 1, 2025 to December 31, 2026** with the option to renew on an annual basis for three additional years, if mutually agreed upon in writing

between the TCLB and the Respondent. Specific terms and termination language shall be specified in the final agreement.

Professional Services Requirements

A. Scope of Services

This section describes the minimum professional service expectations of the successful Respondents under the Agreement awarded from this RFP. Respondents must demonstrate sufficient capacity and expertise in one or more areas of law stated in the following Scope of Services in order to be considered.

TCLB is a dynamic organization that requires legal services in the following three practice areas:

- A. General Real Estate Services (Real Estate Closings, Enforcement/Compliance and other Real Estate related services);
- B. Real Estate Development; and
- C. General legal services / counsel related to the TCLB's status as a 501c3 Not-for-Profit Corporation and local public authority formed under the laws of New York State.

Respondents are welcome – but not required – to submit a proposal for all three areas of legal services, providing they meet the qualifications set forth in this RFP. The frequency and type of legal services required varies by area. Minority and women-owned businesses are strongly encouraged to apply.

***** This Scope of Services is intended to support informed RFP responses and should not be considered an exhaustive list of legal services that may be required, as other legal needs not contemplated in this Scope of Services may arise from time to time *****

PRACTICE AREA 1: REAL ESTATE GENERAL SERVICES

Most of TCLB's re-occurring legal needs are related to real estate closings and may involve larger multi-property projects with different types of government and private financing and co-developers, as well as single family home closings.

PRACTICE AREA 2: REAL ESTATE DEVELOPMENT (as needed):

TCLB also requires legal services in connection with Real Estate Development projects and initiatives. These services include legal support for creative and innovative projects designed to increase opportunities for homeownership, activate vacant lots or create more inclusive or equitable opportunities for acquiring and owning real estate through TCLB. TCLB will require support for more complex real estate development initiatives, projects, partnerships and transactions as it seeks to activate multiple clusters of real property assembled over time to facilitate larger scattered site or neighborhood scale redevelopment. These services are required on an as needed, project-by-project basis.

PRACTICE AREA 3: GENERAL NOT-FOR-PROFIT CORPORATE COUNSEL

TCLB is a 501c3 Not-for-Profit Corporation and local public authority that uses powers granted pursuant to NYS law (specifically Article 16 of the Not-for-Profit Corporation Law, also known as the NYS Land Bank Act) to reclaim vacant properties. In accordance with NYS law, the Land Bank is governed by a Board of Directors and the benefits provided to the organization under its status as a 501c3 nonprofit and local authority present a variety of governance, compliance and reporting requirements and policies and procedures, which require legal support and guidance.

TCLB has 2 part-time staff and served by an eleven-person Board of Directors.

PRACTICE AREA 1: REAL ESTATE GENERAL SERVICES

REAL ESTATE SALES / CLOSINGS (as needed):

- Advance, schedule and conduct real estate sales / closings (varies: app. 5 annually)
- Update / prepare and provide sales contracts to approved buyers on a monthly basis
- Monitor sales contracts, title reports, follow up with buyers to ensure timely responses
- Prepare contract modifications / extensions as needed
- Prepare and review closing documents, including enforcement documents
- Occasionally help negotiate and draft sales contracts and related documents
- Be accessible to buyers / field inquires on status of closing
- Provide outstanding customer service / relations and accessibility

REAL ESTATE ENFORCEMENT and COMPLIANCE (as needed):

- Advise and support real estate enforcement and compliance actions including but not limited to: mortgages, notes and workouts
- Occasionally draft enforcement and compliance related documents
- Support compliance and enforcement actions including but not limited to: deed reverters, deeds-in-lieu of foreclosure, redevelopment mortgage / agreement modifications, foreclosure actions / proceedings

OTHER REAL ESTATE RELATED SERVICES (as needed):

- Representation in the areas of residential (primarily) and commercial (occasionally) real estate transactions including sales, purchases, deeds, leases, permits, licenses, land contracts, support the negotiation and / or preparation of related documents
- Representation in matters of real estate litigation
- Representation in matters of environmental law and the New York State Environmental Quality Review Act (SEQRA), land uses and local building code issues
- Representation in matters concerning real property development and management
- Advise on real estate transaction related matters
- Provide other real estate legal services as necessary

PRACTICE AREA 2: REAL ESTATE DEVELOPMENT (as needed):

- Representation in negotiations with developers, development partners and other development related entities
- Representation in matters with the Federal and State Housing agencies, such as US Department of Housing and Urban Development (HUD), New York States Homes and Community Renewal and other governmental entities
- Representation involving the negotiation, preparation and review of all contracts, agreements, opinions, documents and other writings necessary to implement or assist in the implementation of all phases of any real estate development and / or development-related work (including ground leases, regulatory and operating agreements, declarations of trust and restrictive covenants, management agreements and development / co-development agreements)

- Draft and / or review organizational documents as required for the reorganization and / or formation of any subsidiary or entity to act as an ownership, development or lending entity, relative to development projects (services may also include but not be limited to legal assistance to create the entity)
- Identify regulatory, statutory and other legal concerns or issues that must be addressed with regard to redevelopment projects and all real estate related activities
- Assist with the preparation and implementation of any alternative funding proposals or agreements including but not limited to one or more Low-Income Housing Tax Credit (LIHTC) proposals, tax exempt or other bonding transactions
- Negotiate agreements, draft contracts and / or review agreements related to any non-residential developments
- Develop agreements, as needed, to facilitate various real estate development or related programs (such as homeownership programs, vacant lot programs, etc.)
- Representation for real estate acquisition and real estate disposition matters involving public and private real estate opportunities and other property related issues, i.e., title clearance, environmental reviews, etc.

Represent TCLB with residential real estate mortgage loan closings, construction financing and in legal matters involving HUD, New York State Housing Finance agencies, County, Village and other alternative funding agencies' regulations, rules and procedures including but not limited to LIHTC and all relevant HUD funded programs. Represent the Authority before federal, state and local administrative agencies and departments regarding funding applications, zoning, obtaining licenses and permits and other matters related to development and redevelopment.

- Provide all other legal services necessary for real estate development that may not be contained in this RFP
- Provide other real estate development legal services as necessary

PRACTICE AREA 3: GENERAL NOT-FOR-PROFIT CORPORATE COUNSEL

- Advise TCLB's Executive Director and Board of Directors on legal issues and matters related to not-for-profit corporate and tax-exempt organization status
- Advise on legal issues and matters related to New York State Public Authority Law and status as a local public authority, including compliance and statutory authority with respect to the New York State Land Bank Act
- Advise on municipal issues and requirements as may arise from time to time
- Advise on individual employment matters and Human Resources policies and / or procedures, as may be needed
- Advise / review personnel, fiscal, procurement and other policies, as well as corporate bylaws
- Attend Board of Directors meetings and Committee meetings, as necessary
- Advise and assist with the preparation of Board of Director meeting materials, Resolutions, Board compliance and other governance and compliance matters
- Advise on government grant and contract issues
- Advise on responses to subpoenas, court orders and requests for information from third parties including but not limited to Freedom of Information Law (FOIL) request
- Defend lawsuits, administrative claims or other legal claims
- Conduct litigation as necessary
- Provide other general legal services as necessary

B. Qualifications: Experience, Expertise, Capacity and Price

- a. All attorneys of the firm providing counsel to the TCLB shall be licensed to practice law in the State of New York.
- b. All members of the firm chosen by TCLB shall be in good standing.
- c. Legal Experience: Respondents should describe experience related to the areas outlined in the scope of services above, including relevant experience providing legal services to other Land Banks or similar organizations (e.g., nonprofits, public authorities, etc.).
- d. Attorney Qualifications: Respondents should separately attach a description of the qualifications of attorneys to be assigned to the representation. Descriptions should include, but not be limited to:
 1. Professional and education background of each attorney.
 2. Overall supervision to be exercised.
 3. Prior experience of the individual attorneys with respect to the required experience listed above.
 4. Education, position in firm, years and types of experience and continuing professional education will be considered.
 5. Include resumes only of attorneys likely to be assigned to the representation.
- e. Capacity: Each Respondents must provide a description of ability to provide the capacity to meet the frequency of the services required in each area of practice as stated in the Scope of Services.
- f. Price: Price proposals must include information on the hourly billing rates of each attorney or other legal staff who is expected to provide the Services as well as charge for expenses, if any, such as legal research, copies and faxes. Also include a monthly flat fee that would be charged to advise on routine matters that could be handled over the telephone or otherwise without extensive research or other legal work.
 - Alternate Fee Structures: Respondents are encouraged to propose alternate fee structures that may be advantageous for TCLB. Examples of alternate fee structures of interest TCLB vary by area of practice, and include, but are not limited to:

* Fixed fee / task-based	* Retainers
* Capped Fees	* Donated Services

As a nonprofit organization, the TCLB looks to Respondents that demonstrate an effort to minimize costs while providing the Scope of Services favorably. TCLB reserves the right to negotiate with Respondents on the structure of the billing and / or fee.
- g. Conflict of Interest: The Respondent must describe any existing conflicts of interest or any conflicts which might arise and provide assurance that there are no unresolved conflicts of interest between Respondents and TCLB, including TCLB Board of Directors, the City of Troy, as well as any other matters that could impact a conflict analysis for this potential client.

Evaluation Criteria and Scoring

The TCLB will take into consideration the Evaluation Criteria detailed below. A point system will be used to rank the experience and capacity of each Respondent.

A. Experience and Capacity

30 PTS for the depth of expertise and amount of experience of the Respondent and its key personnel. The top 1/3 will be awarded a full 30 PTS. The middle 1/3 of respondents will be awarded 20 points. The bottom 1/3 of respondents will be awarded no points under this category.

30 PTS for depth of experience with New York State Land Bank Act, as well as land bank specific legal issues, including but not limited to: implementation of policies and procedures, tax issues, municipal law, tax foreclosure law, etc. The top 1/3 will be awarded a full 30 PTS. The middle 1/3 of respondents will be awarded 15 points. The bottom 1/3 of respondents will not be awarded points under this category.

20 PTS for organizational capacity and the ability to respond in a timely fashion.

10 PTS Quality/Completeness of Proposal Submission.

10 PTS for Fee Schedule and Affordability.

Submittal Requirements

RFP responses must be submitted via e-mail to info@troycommunitylandbank.org.

A hard copy may be delivered in a plain white envelope to 415 River St, Suite 101, Troy NY 12180

Failure to comply with the instructions of this RFP will be cause for rejection of submittals. Please include the attached Exhibit A with your response.

The TCLBC reserves the right to seek additional information to clarify responses to this RFP. Each response must include the following:

A. SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

Proposals submitted in response to this RFP will be evaluated by comparing the quality, completeness and competitiveness of each proposal with the following evaluation criteria and the needs of the TCLB.

In order to be considered, Respondents(s) must be able to demonstrate the expertise, experience and capacity necessary to provide the legal services as defined in the Scope of Services.

B. COVER LETTER / SUMMARY

The proposal must include a cover letter which identifies the proposing firm / organization, mailing address, contact person, email and telephone number. The cover letter must acknowledge the receipt of all addenda issued to the RFP and be signed by the individual who is authorized to negotiate and execute a contract on behalf of the proposing firm. Cover letters must also include:

1. A brief history of your firm including:
 - a. Areas of practice offered by the firm
 - b. Office location(s)
 - c. Number of employees
2. A description if firms or individuals that will be supporting your firm's responses, including:
 - a. A brief description of the firm / individuals(s)
 - b. A brief description of role, or respective roles / services to be provided

C. EVALUATION CRITERIA

Proposals will be screened for completeness and compliance with the Request for Proposals. Be sure to include Exhibit A: Proposer's Certification along with your proposal, attached hereto.

Selection Process

A. INTERVIEWS (OPTIONAL)

At TCLB's option, formal interviews may be conducted in-person, over a conference call or another mutually agreeable medium to clarify and elaborate on any Respondent(s) proposal, including finalists. If requested, attendance at such an interview is mandatory.

A Selection Committee comprised of TCLB board members and others deemed appropriate by the TCLB Board will review qualifications in accordance with the evaluation criteria set forth herein and in accordance with TCLB policies. Contract(s) shall be awarded to vendor(s) whose proposal(s) received the highest score(s) in accordance with criteria set forth in the RFP. There will be no guarantee of assignments to anyone in the qualified candidate pool. The particulars of the assignment and cost proposals will determine the best candidate for any assignment.

B. AWARD

TCLB reserves the right to make multiple awards with regard to this RFP if it is determined to be in the best interests of TCLB. It is anticipated that the final award will be finalized by Resolution at the December 2024 Board meeting.

C. CONTRACT / INSURANCE REQUIREMENTS

The successful respondent will be required to enter into a formal contract agreement with TCLB. In addition, the successful respondent shall provide proof of a Certificate of Insurance as will be outlined in the formal Agreement, to include but not be limited to Professional / Malpractice Liability Insurance, prior to a fully executed agreement going into effect.

D. QUESTIONS

Questions regarding this RFP shall be submitted in writing via email to: info@troycommunitylandbank.org. The last date to submit questions regarding the RFP is Friday, November 29, 2022 at 4:00 PM. Answers to questions will be posted online by 5PM Monday December 2nd at 5:00 PM on the Land Bank's website: info@troycommunitylandbank.org.

E. SUBMITTAL DUE DATE

Responses to this RFP are due by 5:00 PM on Friday, December 13th, 2024, via email or hardcopy.

If submitting a hardcopy, each Respondent is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time and your firm's name. Hard copies must be delivered to:

Troy Community Land Bank
415 River Street, Suite 101
Troy NY 12180

Responses to this RFP should be e-mailed to: info@troycommunitylandbank.org.

F. PUBLIC RECORDS AND DISCLOSURE

All proposals submitted in response to this RFP will become the property of TCLB and will be subject to disclosure pursuant to New York State law, except those portions of a proposal that a Respondent requests exemption from disclosure consistent with New York State law. TCLB will take reasonable measures to hold in confidence all proposal contents but shall not be liable for the release of any information when required by law or court order.

After award, the Agreement between TCLB and the successful Respondent will be a public document and no part of the Agreement can be designated as “Confidential”. Unless this RFP is cancelled, proposals and evaluation results will not be made part of the public record until the TCLB has entered an agreement for services.

G. PROPOSER OFFER, WITHDRAWAL AND MODIFICATION

By submitting a proposal in response to the RFP, each Respondent agrees their proposal is a binding offer to perform the work described in this RFP for a period of ninety (90) calendar days from the date proposals are due. This period may be extended upon the mutual agreement between TCLB and a Respondent. Proposals may be withdrawn or modified prior to the proposal due date and time by submitting a written request to the Sole Point of Contact for this RFP. Proposals may be withdrawn or modified after the proposal due date and time unless TCLB agrees to withdrawal or modification in writing.

H. DEFENSE AND INDEMNIFICATION

A successful firm shall defend, indemnify and hold harmless TCLB, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys’ fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful firm, its employees or agents, to the extent of its or their responsibility of such claims, damages, losses and expenses.

The following language is an example of the TCLB’s indemnification clauses expected of the successful Respondent(s) (“Contractor”), which will be finalized as part of the Final Agreement:

- a. To the fullest extent permitted by applicable law, the Contractor shall indemnify, defend, and hold harmless the Land Bank, and its contractors, officers, directors, servants, agents, representatives and employees (each, individually, and “Indemnified Party” and, collectively, the “Indemnified Parties”), from and against any and all liabilities, damages, losses, costs, expenses (including, without, limitation, any and all reasonable attorneys’ fees and disbursements), causes of action, suits, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation for death, personal injury and property damage (collectively, “ Damages”) incurred by any Indemnified Party to the extent caused by (i) any breach of this Agreement by the Contractor, its contractors, subcontractors, officers, directors, members, servants, agents, representatives or employees, or (ii) the malfeasance, misfeasance, nonfeasance, negligence, unlawful act or omission, or intentional misconduct of the Contractor, its subcontractors, officers, directors, members, servants, agents, representatives or employees, arising out of or in connection with this Contract or the Services to be performed hereunder.
- b. The Contractor shall be solely responsible and answerable in damages for any and all accidents or injuries to persons (including death) or property arising out of or related to the services to be rendered

by the Contractor, or any Subcontractor pursuant to this Agreement. Contractor's obligations under this section shall survive termination of the agreement.

I. NON-COLLUSIVE CERTIFICATION

By submission of this RFP, each firm and each person signing on behalf of any firm certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

- a. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other firm or with any competitor; and
- b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the firm and will not knowingly be disclosed by the firm prior to opening, directly or indirectly, to any other firm or to any competitor; and
- c. No attempt has been made or will be made by the firm to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

J. FINAL AGREEMENT

The Respondents selected from this RFP (the "Firm(s)") will be invited to enter into an agreement for professional services with the TCLB (the "Agreement"). Agreements must be in a form approved by TCLB in its sole discretion. Being invited to enter into an Agreement through this RFP is not a commitment by TCLB to enter into any Agreements nor shall it bind TCLB in any way. Agreements will only become effective upon execution by both parties. Certain professional service Agreements are subject to approval by the TCLB's Board of Directors as determined by the TCLB.

K. COMPENSATION

Payment will be remitted in a manner and frequency mutually agreed upon by TCLB and the Firm(s).

L. COMPLIANCE

Firm(s) must demonstrate the ability to comply with all the requirements contained within the Agreement before the Land Bank will execute an Agreement. Fulfilling these requirements listed is not a condition to respond to this RFP and apply only to the selected Respondent.

EXHIBIT A
PROPOSER CERTIFICATION

Each Proposer must initial each section below, complete the signature block and return this page with their proposal.

Failure to do so may be grounds for proposal rejection.

1. ____ You acknowledge receipt of addenda number ____ through ____ or N/A.
2. __ If awarded an Agreement from this RFP, prior to Agreement execution, you agree to satisfy all compliance requirements listed in this RFP.
3. ____ To the best of your knowledge, your firm is not in violation of any local, state or federal tax law.
4. __ You certify your proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; you have not solicited or induced any person, firm or corporation to refrain from proposing and you have not sought by collusion or fraud to obtain any advantage over any other Proposer or TCLB.
5. __ You certify that a) your firm has no business or person relationships with any other company or person that could be considered a conflict of interest to TCLB; and b) the Key Personnel identified to perform work under an awarded Agreement and/or the principals of your firm do not have any business or personal relationships with any TCLB officer or employee that is clearly disclosed in your proposal.
6. __ The undersigned warrants that he / she is an authorized representative of the Proposer; has read, understands and agrees to be bound by all RFP instructions, work requirements and Agreement terms and conditions contained herein (including all addenda issued for this RFP); that the information provided in your proposal is true and accurate; and that providing incorrect or incomplete information may be cause for proposal rejection or Agreement termination.

SIGNATURE BLOCK

Proposer's Legal Business Name: _____

Signature: _____ Date of Proposal: _____

Printed Name & Title: _____

Phone Number: _____ Email address: _____

Proposer's Mailing Address: _____

Proposer's Primary Point of Contact for this RFP (if different): _____

Phone Number: _____ Email address: _____

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