

OFFICE OF THE TOWN ATTORNEY
TOWN OF OYSTER BAY
NASSAU COUNTY, NEW YORK

REQUEST FOR PROPOSALS
FOR
SPECIAL COUNSEL SERVICES
REAL ESTATE TRANSACTIONS – HICKSVILLE

NOTES:

1. ISSUANCE DATE: March 6, 2020
 2. THIS RESPONSE IS DUE BY: May 7, 2020 – **DEADLINE EXTENDED DUE TO COVID-19 OUTBREAK.**
[Consideration will only be given to responses received at or before 12:00 p.m. EDT on May 7, 2020]
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PROJECT NAME: **SPECIAL COUNSEL TO THE TOWN ATTORNEY
REAL ESTATE TRANSACTIONS - HICKSVILLE**



REQUEST FOR PROPOSALS
REAL ESTATE TRANSACTIONS – HICKSVILLE

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AUTHORIZED CONTACT PERSON

Prospective firms are advised that the authorized Town of Oyster Bay contact person for all matters concerning this Request for Proposals (the “Request” or “RFP”) is:

Frank M. Scalera, Chief Deputy Town Attorney
54 Audrey Avenue
Oyster Bay, NY 11771
Telephone: (516) 624-6150 – Fax: (516) 624-6196
Email: fscalera@oysterbay-ny.gov

INTRODUCTION

In accordance with the General Municipal Law § 104-b and the Town of Oyster Bay’s Procurement Policy, the Office of the Town Attorney of the Town of Oyster Bay (the “Town”) is seeking proposals from qualified individuals or law firms interested in providing legal services to and representation of the Town in connection with certain contemplated real estate transactions in the Hicksville area.

Counsel must be admitted to, and be in good standing with, the New York State courts.

The scope of the anticipated services and required experience and knowledge are more fully described below.

FORM OF PROPOSALS

Proposers must submit three (3) copies of their firm’s resume, individual attorneys’ credentials, and representative case/transactional work. Provide the name of a contact person at the firm, as well as such individual’s e-mail address and telephone number.

At a minimum, proposing firms should expansively and thoroughly address the following subjects as a part of their proposal:

1. *Proposer Profile: Organization, Capacity, Staffing, Resumes*

Provide a complete description of the firm’s organizational structure, and capacity to provide and support the proposed services; resumes of the proposed personnel (quality/demonstrated skills of proposed personnel); and a clear description of potential resource utilization methods and approach to the transaction.

2. *Related Experience*

Describe any prior public sector experience, project management and implementation qualifications and related experiences of the proposer including references, organizational and technical capacity, and

outcome/results of services provided to other similar clients of similar size; comprehensive description of why the proposer can perform the tasks defined in the RFP.

Proposers should also conduct a conflicts check prior to submitting a response to this Request. **Kindly indicate the result of such conflicts check in the body of your firm's response.**

Finally, the firm's proof of professional liability insurance shall be provided with the firm's response.

ETHICS AND DISCLOSURE

Pursuant to Town policy, proposers will be required to complete a disclosure questionnaire. That disclosure will be processed through the Town's vendor monitoring system. The questionnaire will be forwarded by e-mail to the principal whose name is provided on the firm's response. **Any firm that does not complete and return the electronic questionnaire will not be considered for an award under this RFP.**

QUALIFICATION BASED SELECTION PROCESS

The Town, after receipt and review of responses to this RFP, reserves the right to reject any or all proposals based upon the information provided by the firm(s) in their proposal(s) and based upon subsequent negotiations between the Town and the firm(s). The review process is based on the qualifications of the firm for the nature of the services solicited under this RFP, as guided by the Town's Procurement Policy, adopted by Town Board Resolution 43-2020, a copy of which is available upon request.

In reviewing the proposals, the following factors will be considered, without limitation:

1. Magnitude, scope, and complexity of the services to be rendered;
2. Experience of the firm in assignments of similar size, scope, and complexity;
3. Special knowledge relevant to the project;
4. Size, staffing, resources, and financial capability of the firm vs. the size of the assignment;
5. Past performance with the Town, if any;
6. Firm's current workload with the Town, if any; and
7. Acceptability and efficacy of proposed analysis, management and implementation methods and procedures and supporting systems for ongoing project management and implementation support, previous engagements of similar scope and quality, description of recommendations and alternative approaches that the Town might use to improve its management process including rationale for the recommendations or alternative approaches.

CRITERIA FOR EVALUATION

It is expressly acknowledged that the quality of the services to be rendered is of paramount importance to the Town. However, it is further expressly acknowledged that the cost of the services to be rendered is a substantial concern because the Town seeks effective representation at reasonable rates.

Based upon a review of the proposals in the context of the Qualification Based Selection Process, qualified firms will be invited to submit an engagement letter, which will be subject to negotiation. If a satisfactory agreement cannot be negotiated with such firm(s), then negotiations with such firm will be terminated. Please note that the Town does not make retainer payments in advance of services rendered.

SCOPE OF SERVICES AND OTHER REQUIREMENTS

The Town seeks qualified legal counsel to provide legal services relating to real estate transactions. Specifically, the Town owns a number of parking lots in the Hamlet of Hicksville, which the Town is interested in either selling or leasing to appropriate parties. Thus, it is expected that the services to be rendered include, without limitation, pre-transaction due diligence (including title searches and reviews), purchase and sale agreement drafting, lease drafting, transaction closing, and all other ancillary work inherent in real estate transactional work.

Firms having prior experience negotiating with public authorities are preferred, as well as firms having experience in industrial development agency transactions, municipal incentives, zoning and land use.

The term of retention of the firm(s) that is/are ultimately selected shall be for a one (1) year period beginning from the date of execution of retention agreement. Any such retention agreement shall include a one-year extension option, exercisable by the Town at its sole and exclusive discretion.

Firms shall provide status reports to the Town Attorney, or his designee(s), at regular intervals, including an initial report upon receipt of an assignment. Any significant events during the life of the transaction must also be communicated to the Town.

Prior to submission of any document to any prospective purchaser or court, firms shall provide the Town Attorney, or his designee(s), with drafts of such document for approval. No document, with the exception of routine correspondence, shall be transmitted without the prior approval of the Town Attorney or his designee(s).

USE OF SUB-CONSULTANTS AND OTHER SUBORDINATE ENTITIES

Prospective firms are advised that the Town will entertain proposals that include the use of sub-consultants and/or other subordinate entities, i.e. experts or appraisers. The Town maintains agreements with appraisers; accordingly, such services shall be coordinated through the Office of

the Town Attorney. Under no circumstances will an expert or other consultant be retained without the express prior authorization of the Office of the Town Attorney.

FAMILIARIZATION WITH CURRENT PROGRAMS, FACILITIES, AND DOCUMENTS

It is the sole responsibility of the prospective firms to familiarize themselves with the Town's current programs, facilities, documents and any other information which is necessary and relevant to the scope of this RFP. Upon sufficient and reasonable advance notice to the contact person named above, arrangements may be made to visit and inspect any involved Town facilities and/or to view applicable documents.

Any and all costs borne by the prospective proposer in familiarizing themselves with the above are to be borne solely by the prospective proposer. In the event that the prospective proposer is ultimately awarded a retainer pursuant to this RFP, the Town will not allow any claims for payment which include billable time for such familiarization and travel costs, regardless of whether they were incurred prior to or following the submission of the proposer's proposal.

PAYMENT AND CLAIMS

Payment for services rendered is made on a monthly basis, following submission of an invoice and Town claim form, which is subject to review and audit by Town personnel. Billing shall be computed on one-tenth of an hour basis, and invoices must clearly reflect the staff assigned to this project, the number of hours or portion thereof spent on this project, the hourly rate of each staff member, and a description of the services rendered by each staff member.

A proposed fee schedule shall be included with any proposal. Such fee schedule should indicate the rates for partners, associates, paralegals, and any other staff whose time will be billed to the Town. Please note that the Town will not pay any attorney rate for work that ought to have been completed by paralegals and/or support staff.

Disbursements, such as filing fees and postage, shall be billed, and will be paid, at cost. The Town will not reimburse the cost of electronic legal research conducted on LexisNexis, Westlaw, or other similar databases. The Town will not reimburse for expenses it is exempt from paying, including, without limitation, index number fees and sales tax. All disbursements shall be documented by the submission of copies of receipts or other proof of payment.

Note: The Town makes no representation of the actual value of the work under this RFP. Further, as part of the award process, a maximum dollar amount may be determined and may be incorporated into the agreement that is awarded pursuant to this Request for Proposals. The Town further states that it also makes no representation that actual services required will be for the full maximum dollar amount incorporated into the agreement.

PROPOSAL SUBMISSION INSTRUCTIONS

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation.

The proposals must be signed by an individual who is authorized to bind the Firm to all commitments made in the proposal. Responses will be accepted by e-mail to the Authorized Contact Person, provided that hard copy submissions are postmarked by the deadline established herein. Copies of e-mailed proposals should also be copied to Matthew M. Rozea, Esq. (mrozea@oysterbay-ny.gov). Proposals received and/or postmarked after the above date and time will not be considered. The Town is under no obligation to return proposals.

It is each Proposer's responsibility to carefully review all requirements of the RFP, including the scope of work, the specification and terms and conditions. It is further the proposer's responsibility to ask questions, request clarifications, or otherwise advise the Town if any language, specifications or requirements of this RFP appear to be ambiguous, contradictory, or vague. Any questions must be submitted by e-mail only by March 13, 2020 at 12:00 p.m.

Although the Town will make best efforts to respond to any question(s) received by the deadline established above, the Town is under no obligation to respond to such questions, inquiries or assertions. Note that all questions, and all corresponding answers, if any, will be shared with all prospective firms that have expressed an interest in responding to this RFP.

Proposers will submit all proposals and direct all responses, questions and any other communications to the following contact person:

Frank M. Scalera, Esq., Chief Deputy Town Attorney (fscalera@oysterbay-ny.gov)

with copies to

Matthew M. Rozea, Esq., Deputy Town Attorney (mrozea@oysterbay-ny.gov).

Please indicate in the subject line of any email "Real Estate Transactions RFP."

No contact with any other Town personnel other than as outlined in this RFP is permitted until such time as an award has been made by the Town Board.

OTHER GENERAL INFORMATION

1. **Incurred Costs.** The Town shall not be liable for any costs incurred in the preparation and production of a proposal in response to this RFP or for any work performed prior to the issuance of a contract.

2. **Rejection of Proposals.** This RFP does not commit the Town to award a contract, or to procure, or to contract for services or supplies. The Town reserves the right to award this

contract to the proposer(s) that best meet the requirements of the RFP. The Town reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP if it is in the interests of the Town to do so. The Town may require the Proposer selected to participate in negotiation and to submit any price, technical, or other revisions, or their proposals as may result from negotiations.

3. **Addenda to Request for Proposals.** Amendments to this RFP may be necessary prior to closing date and will be posted on the Town website: <http://oysterbaytown.com/doing-business-with-the-town>. It is the sole responsibility of proposers to review that website for addenda prior to making any proposal; the Town will not directly contact interested firms to advise of any amendments to this Request.

4. **Contract Negotiations.** The Town intends to enter into contract negotiations with the firm selected by the Town Board, who shall be required to enter into a written contract with the Town in a form approved by legal counsel for the Town.

5. **Disclosure of Proposal Contents.** The Town will withhold proposals submitted under this RFP from disclosure, unless otherwise required by law, including, but not limited to, the Freedom of Information Law (“FOIL”). Proposers should indicate any information they feel is exempted from disclosure under FOIL. In the event that the Town determines that information is required by applicable law to be disclosed, the Town will notify the Proposer in advance of such disclosure to enable the Proposer to take such actions as it deems appropriate. Copies of executed contracts are not exempt from FOIL.

6. **Ownership of Information.** All material submitted in response to this RFP will become the property of the Town.

7. **Examination of Records:** In submitting a proposal, the successful Proposer agrees that the Town shall have access to and the right to examine all pertinent documents, papers and records of the Proposer and/or any sub-proposer as related to any contract and/or subcontract resulting from this RFP until six years after final payment has been made pursuant to any contract awarded as a result of the Town’s acceptance of proposal.

8. **Disclaimer** The Town and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the Town does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text graphics, links or other facets of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

9. **Negotiated Changes.** In the event that negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.

10. **Certain Termination Provisions.** The contract shall provide that in the event of any material misrepresentation by the Proposer contained in its proposal, the Town shall have the right to immediately terminate the agreement. It shall also provide that in the event the Proposer or any of its principals are convicted of a misdemeanor or felony during the term of the agreement, that the Town shall have the right to terminate the agreement.

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