

**TOWN OF OYSTER BAY
DEPARTMENT OF GENERAL SERVICES
NASSAU COUNTY, NEW YORK**

REQUEST FOR PROPOSAL (RFP)

FOR

ONLINE AUCTION SERVICES FOR SURPLUS TOWN PROPERTY

SOLICITATION NO. 001-2019

ISSUANCE DATE: JANUARY 25, 2019

RESPONSE IS DUE BY: FEBRUARY 15, 2019 NO LATER THAN 4:00 P.M.

DELIVERED TO: TOWN OF OYSTER BAY, GENERAL SERVICES
ERIC TUMAN, COMMISSIONER
74 AUDREY AVENUE, 4TH FLOOR
OYSTER BAY, NY 11771

RESPONSE REQUIREMENTS: SIX (6) HARD COPIES

REQUEST FOR PROPOSAL

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Attachment: Town of Oyster Bay Disclosure Questionnaire

AUTHORIZED CONTACT PERSON: Prospective contractors are advised that the authorized Town of Oyster Bay contact person for all matters concerning this RFP is:

Eric Tuman
Town of Oyster Bay
Commissioner of the Department of General Services
74 Audrey Avenue
Oyster Bay, New York 11771
Telephone: (516) 624-6100
Fax: (516) 677-5730
E-mail: etuman@oysterbay-ny.gov

INTRODUCTION: In accordance with the qualification-based consultant procurement policy of the Town of Oyster Bay (hereinafter referred to as “the Town”), the Department of General Services is seeking proposals from qualified professional firms to provide for the sale of Town owned assets by online auction.

FORM OF PROPOSAL: Any firm wishing to be considered under this RFP must submit six (6) copies of its technical proposal with additional relevant information. Proposals should be organized as described on page 7 herein. **RESPONSE IS DUE BY FEBRUARY 15, 2019 no later than 4:00 P.M.** delivered to Town of Oyster Bay, General Services, Eric Tuman, Commissioner, 74 Audrey Avenue, 4th Floor, Oyster Bay, NY 11771

CONTRACT TERM All services shall be performed for one (1) year from the date of the fully executed contract, with four (4) extensions at the Town’s option, each extension being one (1) year in length.

QUALIFICATION-BASED SELECTION PROCESS: The Town, after receipt and review of responses to this RFP, reserves the right to reject all proposals based on the information provided by the firm(s) in their proposals, and based upon any subsequent negotiations with one or more firms submitting proposals. The review of the proposals submitted in response to this RFP shall be based upon qualifications of the firms with respect to the specific requirements of the project.

CRITERIA FOR EVALUATION: In accordance with Town of Oyster Bay Procurement Policy Resolution #209-2018, the criteria to be used by the Town in evaluating proposals received in response to this RFP shall include the following:

- The experience and knowledge of the firm in assignments of similar size, scope, and complexity;
- Special legal and technical knowledge and expertise with respect to implementing online auctions and other subjects relevant to the project;
- Special equipment, facilities and/or other resources relevant to the project;
- The size, staffing, resources, and financial capability of the firm;
- The firm’s legal and technical knowledge and experience with respect to the relevant Town facilities and programs involved in the project;
- The firm’s past performance with the Town of Oyster Bay and other municipalities in regard to services;
- Time constraints and deliverability service; and
- It is expressly specified that the quality of the services to be rendered to the Town during the execution of the project is of paramount importance to the Town. However, it is also acknowledged that the cost of services is a substantial consideration.

USE OF SUB-CONSULTANTS AND OTHER SUBORDINATE ENTITIES: Firms responding to this RFP are advised that the Town will entertain the use of sub-consultants and/or other subordinate entities. In such event, the proposal must identify each sub-consultant or other subordinate entity, clearly describe the extent and nature of the work proposed to be delegated to each sub-consultant/entity, and provide information regarding each such sub-consultant/entity in accordance with the requirements of this RFP.

FAMILIARIZATION WITH CURRENT PROGRAMS, FACILITIES, AND DOCUMENTS: It is the sole responsibility of each firm submitting a proposal in response to this RFP to familiarize itself with the Town's current facilities, programs, 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 equipment and/or to view applicable documents. Any and all costs that may be incurred by the prospective proposer in familiarizing itself with the above are to be borne solely by the prospective proposer. In the event that the prospective proposer is ultimately awarded a contract pursuant to this RFP, the Town will not allow any claims for payment which include billable time for such familiarization costs, regardless of whether the costs were incurred prior to or following the submission of the proposal by the successful proposer.

PAYMENTS AND CLAIMS: Payments to the successful proposer will be made in accordance with the terms of the Agreement to be entered into between the firm and the Town. The Town makes no representation regarding the actual value of the work to be performed pursuant to this RFP.

INSURANCE: The Successful Proposer, at the time of execution of the contract, shall also furnish the Town with insurance certificates of adequate limits, as later indicated to protect the Town, its agents, and employees from any litigation involved in the work. All subcontractors must also furnish copies of their liability insurance certificates to the Town. The Town shall be named as an additional insured under each policy, as evidenced by an endorsement to the policy, which endorsement shall be furnished to the Town prior to performing any services.

PERFORMANCE BOND: The successful bidder will be required to post a PERFORMANCE BOND OR CERTIFIED CHECK in the amount of **\$50,000.00**. The successful Vendor shall be required to furnish said Performance Bond immediately after written notice of intent to award.

DISSEMINATION OF INFORMATION: During the term of the resulting contract, the successful proposer may not release any information related to the services or performance of services under the contract, nor publish any report or documents relating to the Town, the account or performance of services under the agreement without prior written consent of the Town; and shall indemnify and hold harmless the Town, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication and distribution, or circulation, in any manner whatsoever, or any information, data, documents, or materials pertaining to the Town, the account or the contract by the proposer or its agents or employees. There is no expressed or implied obligation for the Town to reimburse responding companies for any expenses incurred in preparing proposals in response to this request.

WITHDRAWAL OF PROPOSALS: Proposers will be given permission to withdraw any proposals after they have been received by the Town, provided said request is in writing and properly signed or by email and is received at least two (2) hours prior to the time and date set for the opening. No proposals may be withdrawn for a period of ninety (90) days following the formal opening and receipt of proposals by the Town.

PROPOSAL REJECTION: The Town reserves the right to reject any or all proposals and to accept or reject any part of any proposal. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the Town.

CORPORATE MERGER/ACQUISITION/TAKEOVER: Any assignment or other transfer of any Agreement resulting from this RFP by Proposer arising from merger, acquisition, takeover or any change in corporate form shall be subject to a condition that the pricing, terms and conditions inuring to the benefit of the Town under this contract shall continue to be at least as favorable to the Town for a period of not less than the contract term. Notwithstanding the terms of this provision, assignments or contractual obligations arising from corporate merger, acquisition, takeover or change in corporate form requires notice to the Town, Office of Comptroller, as well as the express prior approval of the Town Board.

CONTRACT TERMINATION: Either party shall have the ability to terminate the contract for any reason with thirty (30) days written notice without the Town incurring any termination fee. The Town shall also have the right to immediately terminate a contract or a part thereof before the work is completed in the event:

- A. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
- B. The proposer is not adequately complying with the specifications.
- C. The proposer refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment.
- D. The proposer in the judgment of the Town is unnecessarily or willfully delaying the performance and completion of the work.
- E. The proposer refuses to proceed with work when and as directed by the Town.
- F. The proposer abandons the work.

In the event that the Town must immediately terminate the contract, the Proposer will be paid for all work completed prior to the termination.

SCOPE OF SERVICES: The Scope of Services (“Scope”) outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this RFP. Although the Scope is intended to serve as a reference in the preparation of the proposal, firms may include in their proposals any additional services which support the goals of the program.

It is the Town’s intent to select one (1) Proposer to perform all of the services described in this RFP. As such, proposals should not be submitted, and will not be entertained by the Town, for a portion of the Scope described herein.

All Proposers shall adhere to all applicable federal, state and local regulations in the preparation of the Proposal and throughout the term of any Contract issued pursuant to this RFP.

SCOPE OF SERVICE

The work to be performed by the vendor shall include administering, overseeing and maintaining auctions performed on-line on the vendor's website. The vendor is responsible for all advertising and notices to prospective bidders, registering all bidders and accounting for all items and monies received, balancing sales and revenue, collecting all monies due and preparation of an itemized statement.

1. At the Town's sole discretion, the Town shall identify Town assets to be auctioned by the Vendor.
2. The Vendor shall travel to Town facilities to obtain photos and condition reports of Town designated items up for auction. The Town and the Vendor shall agree on acceptable fees for this service. At the Town's sole discretion, the Town may elect to obtain their own photos and condition reports at no cost to the Town.
3. The Vendor shall make all necessary preparations for auctioning Town designated items online at Vendor's website or such other mutually agreeable website. This shall include, but is not limited to:
 - i. The Vendor will upload photos and condition reports onto the website.
 - ii. The Town and the Vendor shall both agree on acceptable beginning and closing auction dates and times to be uploaded by the Vendor onto the website.
 - iii. The Vendor shall post any minimum bid requirements, set by the Town.
 - iv. The Vendor shall post all Terms of Sale agreed upon between the Town and the Vendor, including amount of time allowed for payment and merchandise removal.
4. It is agreed that all auctioned items shall be sold to the highest bidder, "as-is", "where-is", with no warranty expressed, implied or otherwise. The Town retains all rights to reject any bids they deem insufficient.
5. Upon accepting a winning bid, the Town agrees to provide merchantable title for motor vehicles, and agree to write-in the purchase information on the back of any titles issued to purchasers (as required by law). Additionally, the Town agrees to not sell listed merchandise before the term of the online auction has been completed.
6. All items will be sold subject to approval by the Commissioner of General Services after the auction has closed. Copies of invoices will be provided to the Town by the vendor as they are distributed to the buyers at the close of the auction.
7. The Buyers will be solely responsible for the removal of purchased vehicles/equipment/items from the Town's premises within the designated removal period indicated in every online auction listing. The Buyer will be responsible for making removal arrangements with the Town's representative listed on the auction site. Removal of the items will not be allowed until confirmation of payment is made by the auctioneer to the Town.
8. Items left after this removal period will be considered abandoned and will be subject to re-possession by the Town with no refund to the buyer.
9. All Services shall be completed within the term of this Agreement and in accordance within the timeframe as direct by the Department of General Services.

BUDGET/PAYMENT:

1. The winning bidder shall pay a percentage (determined by the proposer), added to the successful high bid prices, which will constitute the Vendor's compensation for the Services provided under this Agreement, except as noted in item 2 below.
2. If the Town elects to have the Vendor perform services under item 2 of the Scope of Services section of this Exhibit, the fees shall be deducted from sale proceeds before final payment is made to the Town.
3. The Vendor shall mail a check to the Department of General Services for all proceeds collected within (15) business days after the Town approves the bids for the sale items, along with an account summary and copies of receipts. The check shall be made payable to the "Town of Oyster Bay."

In the event of a bidder's refusal or failure to pay for their invoiced items, the Vendor will offer the unsold merchandise to the backup bidder, and the reneging bidder will be banned from all future auctions. If the backup bidder does not accept the merchandise for the backup bid price, the merchandise will revert back to the possession of the Town, after the time set in the Terms of Sale has passed for the backup bidder to send payment to the Vendor.

At the discretion of the Town, any unsold merchandise remains property of the Town and can be re-listed in a future online auction.

FORMAT OF PROPOSAL

Proposals should be organized as shown below with tab dividers between sections and should include all the information indicated. Elaborate brochures and other presentations beyond those sufficient to provide a complete and comprehensive response to this RFP are not desired. Six (6) copies of the proposal shall be submitted.

SECTION A: INTRODUCTORY STATEMENT

SECTION B: QUALIFICATIONS AND APPROPRIATENESS OF PROPOSED STAFF

1. Identify the project team
2. Provide the names and resumes of key personnel proposed for this project.

SECTION C: APPROPRIATENESS AND QUALITY OF PROPOSER'S EXPERIENCE

1. Describe proposer's experience on similar or relevant projects on Long Island, including the Town of Oyster Bay.
2. Provide a minimum of five (5) references with contact information (recent, similar projects are preferred).
3. Provide a minimum of three (3) examples of outreach materials prepared for similar or relevant projects.

SECTION D: PROPOSED METHODOLOGY

Based on the project description and Scope of Services herein, discuss how the firm would approach, design, and manage the project.

SECTION E: COSTS

Provide a schedule with the costs of services for the contract period.

Any additional information relevant to the firm's qualifications for this project may be included at the firm's option.

CONTRACT# _____ TITLE _____

**TOWN OF OYSTER BAY
DISCLOSURE QUESTIONNAIRE**

All questions on this questionnaire must be answered by an officer and any stakeholders who hold a majority or greater ownership interest in the proposer. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO
SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL
MAY BE REJECTED AS NON-RESPONSIVE AND IT MAY NOT BE CONSIDERED FOR
AWARD

NOTE: All questions require a response, even if response is “none” or “not-applicable.” No blanks.

SECTION I: GENERAL INFORMATION

1. Business name (legal name): _____
2. Federal Employer ID No. (FEIN): _____
3. d/b/a – doing business as (if applicable): _____
County filed: _____
4. Website address (if applicable): _____
5. Business e-mail address: _____
6. Principal place of business address: _____
7. Telephone number: _____ 7. Fax number: _____
8. Does the business use, or has it used in the past five (5) years, any other business name, FEIN, or d/b/a other than what is listed in questions 1-3 above? Yes ___ No ___
If yes, please provide details. _____

9. Authorized contact:
Name: _____
Title: _____
Telephone number: _____ Fax number: _____
E-mail: _____

10. How many years has this entity been in business? _____
11. The proposer is a (check one): Sole Proprietorship Partnership Corporation
 Other (Describe) _____

SECTION II: PRINCIPAL INFORMATION

1. Principal Name _____
 Date of birth ____/____/____ % Equity Interest in Company _____
 Home address _____
 City/state/zip _____
 Telephone _____

2. Positions held in submitting business

3. Within the past five years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?
 YES ___ NO ___; If Yes, provide details. _____

4. Has any governmental entity awarded any contracts to a business or organization listed in question 3 above in the past five (5) years while you were a principal owner or officer?
 YES ___ NO ___; If Yes, provide details. _____

SECTION III: DUE DILIGENCE QUESTIONS - TO BE COMPLETED IF CONTRACT VALUE IS \$25,000.00 OR OVER IN A 12 MONTH PERIOD.

1. Does the business possess all certifications, licenses, permits, approvals, insurance, bonds or other authorizations issued by any local, state, or federal governmental entity in connection with the proposal/project, business services, operations, business, or ability to conduct its activities? Please note this does not include construction related activities such as building permits and certificates of occupancy.
 YES ___ NO ___ If no, please provide details _____

2. Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
 YES ___ NO ___ If Yes, provide details. _____

3. Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with any entity terminated? YES ___ NO ___ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination.

4. On a separate document attached hereto, list all contracts that business has entered into with any municipality in the past three (3) years. Please list the names, address and contact person for the contracting entities.

5. Has the proposer, during the past five (5) years, been declared bankrupt? YES ___ NO ___ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

6. In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency?

YES ___ NO ___ If Yes, provide details for each such investigation. _____

7. In the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

YES ___ NO ___ If Yes, provide details for each such investigation. _____

8. In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies?

YES ___ NO ___ If Yes, provide details for each such investigation. _____

9. In the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

YES ___ NO ___ If Yes, provide details for each such investigation. _____

10. Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment(if the conduct pertained to events that allegedly occurred during the time of employment):

a) Any felony charge pending? YES ___ NO ___ If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? YES ___ NO ___ If Yes, provide details for each such charge. _____

c) Any violations of administrative, statutory or regulatory provisions pending? YES ___ NO ___ If Yes, provide details for each such charge. _____

d) In the past ten (10) years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness.? YES ___ NO ___ If Yes, provide details for each such conviction.

e) In the past ten (10) years, been convicted, after trial or by plea, of a misdemeanor? YES ___ NO ___ If Yes, provide details for each such conviction. _____

f) In the past ten (10)years, been found in violation of any administrative, statutory, or regulatory provisions? YES ___ NO ___ If Yes, provide details for each such occurrence.

11. In the past five (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ___ NO ___; If Yes, provide details for each such instance.

12. For the past five (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges? YES ___ NO ___ If Yes, provide details for each such year. _____

SECTION IV: CONFLICT OF INTEREST

Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

1. Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in being awarded this contract with the Town of Oyster Bay.

2. Any family relationship that any employee of your firm has with any public servant that may create a conflict of interest or the appearance of a conflict of interest in being awarded this contract with the Town of Oyster Bay.

3. Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in being awarded this contract with the Town of Oyster Bay.
