



TOWN OF OYSTER BAY
DEPARTMENT OF THE INSPECTOR GENERAL
NASSAU COUNTY, NEW YORK

REQUEST FOR PROPOSAL ("RFP")

FOR

Automated Vendor Monitoring Services

ISSUANCE DATE: May 28, 2019

RESPONSE IS DUE BY: June 14, 2019

DELIVERED TO: TOWN OF OYSTER BAY
Office of the Inspector General
Brian J. Noone, Inspector General
c/o Department of General Services
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:

Brian J. Noone
Inspector General
Town of Oyster Bay
Department of the Inspector General
54 Audrey Avenue
Oyster Bay, New York 11771
Telephone: (516) 624-6811
Fax: (516) 624- 6141
E-mail: bnoone@oysterbay-ny.gov

INTRODUCTION: In accordance with the qualification-based Procurement Policy of the Town of Oyster Bay (the “Town”), the Department of the Inspector General seeks proposals from qualified professional firms to provide Automated Vendor Monitoring Services, as more fully defined and described below.

FORM OF PROPOSAL: Any firm wishing to be considered under this RFP must submit six (6) copies of its proposal with additional relevant information. Proposals should be organized as described on page 10 herein. **RESPONSE IS DUE BY JUNE 14, 2019 no later than 4:00 P.M** delivered to Town of Oyster Bay, Office of the Inspector General, Brian J. Noone, Inspector General, c/o Department of General Services, 74 Audrey Avenue, 4th Floor, Oyster Bay, NY 11771. Faxed or e-mailed responses will be rejected.

CONTRACT TERM: All services shall be performed for one (1) year from the date of the fully executed contract, with two (2) extensions at the Town’s sole and exclusive option, each extension being one (1) year in length. No extension shall be effective unless and until the Town Board adopts a resolution authorizing such extension option.

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, as more particularly described in this RFP.

CRITERIA FOR EVALUATION: The Award Criteria to be considered by the Town Evaluation Committee shall include all of the criteria required pursuant to Guideline No. 6 as set forth in the Town’s Procurement Policies and Procedures adopted on March 27, 2018, by Resolution No. 209-2018, which include, among others:

- The experience and knowledge of the firm in assignments of similar size, scope, and complexity;
- Special technical knowledge and expertise with respect to Automated Vendor Monitoring Services, Information Technology 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 or any 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. All claims shall be subject to audit and review by the Town prior to payment.

INSURANCE: The Successful Proposer, at the time of execution of the contract, shall also furnish the Town, prior to commencement of work, insurance certificates of adequate limits, as later indicated to protect the Town, its agents, and employees from any litigation, claims, or liability arising out of the work to be performed under this RFP and the resulting contract. 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.

DISSEMINATION OF INFORMATION: During the term of the resulting contract, proposers 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. Further, proposers 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.

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 sixty (60) 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.
- G. The Town reasonably determines that the proposer has failed to fulfill any of its material obligations with sufficient diligence to ensure proper services within the term of this agreement, including any authorized extensions.
- H. The proposer fails to maintain the insurance policies described on page 4 or fails to furnish certificates and endorsement pages evidencing such policies within thirty (30) days of the receipt of notice from the town.
- I. The proposer does not comply with all laws, ordinances, rules or provisions governing this agreement, or is otherwise in violation of any provisions of this agreement.
- J. The proposer engages in any illegal conduct or otherwise violates any law, rule, regulation, or judicial order applicable to the proposer, this agreement, or the proposer's delivery of services.
- K. the proposer assigns, or otherwise transfers, all or any of its interest in this agreement, or otherwise causes a change in control in the proposer's ownership, without the prior written consent of the town.
- L. The proposer is in material default of any of the terms and conditions of this agreement.
- M. Distributes records or electronically stored information to third-parties without having first received authorization.
- N. The proposer made a material misrepresentation in this proposal.
- O. The proposer or any of its principals are convicted of a misdemeanor or felony during the term of this agreement.

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

An essential element of awarding public contracts is ensuring that the Town Of Oyster Bay does business only with responsible, reputable vendors that have both the capacity to perform required work and the integrity to warrant the award of public tax dollars to perform those functions delineated within any RFP.

The Scope outlined below has been established for the purpose of achieving and implementing program goals and objectives. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of this solicitation.

At present the Town collects vendor data through Town supplied questionnaires. This process is cumbersome and labor-intensive. This solicitation seeks the automation of this process that searches for and reports data intelligence collected from relevant public databases so a true assessment of the Town's past (if requested), current and future vendor applicants might be properly monitored. The types of information required by the Town will include, but will not be limited to:

- 1) Licenses
- 2) Bankruptcies
- 3) Debarments
- 4) Violations
- 5) Investigations
- 6) Indictments
- 7) Convictions
- 8) Lawsuits
- 9) Public Liens
- 10) Environmental Issues
- 11) Labor Practice Issues
- 12) Corporate Parents
- 13) Ownership

- 14) Affiliates
- 15) Principals
- 16) Conflicts of Interest
- 17) Contract Cancellations
- 18) Non-responsibility Determinations
- 19) Other Adverse Information and Reporting

Prior to issuing a contract with a given vendor, the Town requires the vendor to provide information regarding the above areas of potential concern to determine whether the vendor is suitably responsible to be awarded the contract. Subsequent to award, the vendor is obligated to notify the Town whenever new circumstances arise that constitute a material change in the vendor's disclosures to the Town. At times issues of potential concern may not be disclosed by the vendor or reported during the course of a contract, making it difficult for the Town to be certain it is awarding contracts to and doing business with fully vetted vendors. For this reason the Town seeks to automate the public database search, analysis, and reporting functions, which would be of significant benefit to the Town in terms of staff time and costs, consistency and service provision to the public.

Vendor responsibility data must be gathered, analyzed, and reported in a manner that supports assessment of individual vendors, networks of related entities and/or individuals, and within and/or between industries. Data and reports returned should be real-time to the extent feasible. The proposer shall provide details of how data is collected, analyzed, and reported, including any limits with respect to real-time reporting. The platform offered by the proposer must be supported by standard operating systems, browsers, and related infrastructure.

Vendors also are encouraged to consider methods to integrate information gathered, analyzed, and reported from automated public databases with vendor disclosure, performance, and related vendor responsibility data maintained by the Town. The goal is to have an automated, integrated, user-friendly, and periodically refreshed monitoring and reporting platform for all vendor data of concern to the Town.

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 proposer to all commitments made in the proposal. The original and six (6) copies of the proposal, together with all attachments, must be submitted to the Town in a sealed envelope **no later than 4:00 p.m.**

EST on June 14, 2019. Proposals received after the above date and time will not be considered. The Town is under no obligation to return proposals.

It is 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.

The Town is under no obligation to respond to any question, inquiry or assertion that is not received in writing to the authorized contact person (see page 2). Proposers will submit all proposals and direct all responses, questions and any other communications to the authorized contact person (see page 2).

OTHER GENERAL INFORMATION

1. **Incurring Cost.** 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. The Town reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the Town.

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>.

4. **Contract Negotiations.** The Town intends to enter into contract negotiations with the firm(s) 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 also have the right to terminate the agreement.

AWARD OF CONTRACT

Following review of Proposals, the Town Board will make the formal award of the Contract. The Town Board's action, however, shall not constitute a binding agreement, as the successful negotiation and execution of the terms of the agreement is required.

FORMAT OF PROPOSAL

Proposals should be organized as shown below with tab dividers between sections and should include the information indicated. Elaborate brochures and other presentations beyond those sufficient to provide a complete and comprehensive response to this RFT 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.
3. Team member (s) should hold qualifications in fields related to this RFP

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 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.