TOWN OF OYSTER BAY

DEPARTMENT OF PLANNING and DEVELOPEMENT

NASSAU COUNTY, NEW YORK

REQUEST FOR PROPOSAL (RFP)

FOR

Outside Legal Services for the Zoning Board of Appeals-Calendar Year 2027

SOLICITATION NO. P&D 001-2026

ISSUANCE DATE: August 17, 2026

RESPONSE IS DUE BY: September 4, 2026, 3:00 PM

RESPONSE REQUIREMENTS: Four (4) HARD COPIES

Delivered or Mailed to: Angelo A. Delligatti, Commissioner
Town of Oyster Bay
Department of Planning and Development
74 Audrey Avenue
Oyster Bay, New York 11771

REQUEST FOR PROPOSAL

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

Susan Cloninger
Secretary to the Zoning Board of Appeals
Town of Oyster Bay
Department of Planning and Development
74 Audrey Avenue
Oyster Bay, New York 11771
Telephone: (516) 624-6229
E-mail: scloninger@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 Planning and Development is seeking proposals from qualified professional firms to provide Outside Legal Services for the Zoning Board of Appeals- Calendar year 2027.

FORM OF PROPOSAL: Any firm wishing to be considered under this RFP must submit four (4) copies of its technical proposal with additional relevant information. Proposals should be organized as described on page 5-6 of this RFP.

CONTRACT TERM All services shall be performed for one (1) year from the date of the fully executed contract, with two (2) mutually agreeable extensions, 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 154-2021, 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;
- Special equipment, facilities and/or other resources relevant to the project;
- The size, staffing, resources, and financial capability of the firm;
- The firms legal and technical knowledge and experience with respect to the relevant Town facilities and programs involved in the project;
- The firms 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 involved Town facilities 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 involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation 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, 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 Purchase 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 require 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.

Please be advised that this Department may contract with multiple law firms from this Request for Proposal to ensure availability and avoid any conflicts of interest. Proposer to perform all 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. Additionally, in accordance with the Town of Oyster Bay Ethics Code, you will be required to demonstrate that there is no conflict of interest between your law firm and any employees or other relationships/arrangements/agreements with the Town of Oyster Bay.

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 will require legal counseling and legal representation on behalf of the Town of Oyster Bay's Zoning Board of Appeals for any land use and/or zoning litigation brought against the Town's Zoning Board of Appeals.

Pricing and staffing plans should be proposed for the first-year contract period and for the possibility of a second and a third-year contract period. Responses must indicate set fees for meeting appearances and per page costs of transcripts. Additionally, related experience and references should be included in all responses.

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

Pricing and staffing plans should be proposed for the first-year contract period and for the possibility of a second and a third-year contract period. Additionally, related experience and references should be included on all responses. 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.

ETHICS AND DISCLOSURE

Pursuant to Town policy, selected proposers will be required to complete a disclosure questionnaire. That disclosure will be processed through the Town's vendor monitoring system and is subject to the approval by the Town Inspector General. 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 RFQ*