

City of Chelsea, Massachusetts  
Purchasing Department

**Request for Proposals**

**AUCTIONEER SERVICES – AUCTIONING OF  
TAX POSSESSION PROPERTIES**

Contract # 2016-67

Submittal Due Date: October 29, 2015 at 2:00PM

RFP Contact: City of Chelsea, MA  
Dylan Cook  
Chief Procurement Officer  
City Hall  
500 Broadway, Room 206  
Chelsea, MA 02150

Telephone Number: 617-466-4224  
Fax Number: 617-466-4225  
E-Mail: [dcook@chelseama.gov](mailto:dcook@chelseama.gov)

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(Legal Notice)

**CITY OF CHELSEA  
Treasurer/Collector  
Request for Proposals**

The City of Chelsea, Massachusetts, through its Chief Procurement Officer, is seeking proposals for **Auctioneer Services – Auctioning of Tax Possession Properties.**

Request for Proposals documents are available on or after October 15, 2015 by contacting Dylan Cook, Chief Procurement Officer at [dcook@chelseama.gov](mailto:dcook@chelseama.gov) or by visiting the City's website [http://www.ci.chelsea.ma.us/Public\\_Documents/ChelseaMA\\_Procurement/Procurement%20Web%20Desk](http://www.ci.chelsea.ma.us/Public_Documents/ChelseaMA_Procurement/Procurement%20Web%20Desk).

Proposals must be sealed and clearly marked "**Auctioneer Services – Auctioning of Tax Possession Properties**" and submitted to the Office of the Chief Procurement Officer no later than 2:00 PM on October 29, 2015.

The City of Chelsea reserves the right to accept any proposal, to reject any or all proposals and to waive minor irregularities and/or formalities as it deems to be in the best interest of the City.

In accordance with our Minority Business Enterprise Plan, we are inviting all qualified women and minority business firms to respond.

The City of Chelsea is an Equal Opportunity Employer.

This invitation for bid is in accordance with M.G.L. Chapter 30B.

Dylan Cook  
Chief Procurement Officer

## **Section 1 Procurement Scope**

### **1.1 Authority**

Request for Proposals Procedures and award of the Contract shall be in accordance with Massachusetts General Law, Chapter 30B, plus all applicable Federal, State and Local laws and regulations.

### **1.2 Withdraw , Modify, and Amend Bids**

Responders who wish to withdraw, modify or amend their proposal must do so in writing utilizing electronic mail to the City of Chelsea Chief Procurement Officer at [Dcook@chelseama.gov](mailto:Dcook@chelseama.gov) or via fax at 617-466-4225, no later than the time and date set forth herein for the receipt of the Request for Proposals. All such withdrawals, modifications or amendments must so state in the subject line of the email correspondence. Any withdrawal, modification or amendment arriving after the date and time set forth for accepting proposals will not be considered. After the opening of the proposals, a responder may not change any provision of the proposal in a manner prejudicial to the interests of the City of Chelsea or fair competition. Minor informalities will be waived by the City of Chelsea.

### **1.3 Bid Bond – NOT REQUIRED - RESERVED**

### **1.4 Payment & Performance Bonds – NOT REQUIRED RESERVED**

### **1.5 Familiarity with Requirements**

Responders are to thoroughly familiarize themselves with the requirements of this Request for Proposals. Ignorance of the requirements will not relieve the responder from any obligations or liabilities of any contract(s) issued as a result of this Request for Proposals.

### **1.6 Independent Party**

Under this Request for Proposals, the successful responder declares itself to be at all times acting and performing as an independent party and nothing in this request for response or any subsequent contract(s) is intended to constitute a partnership or joint venture between the responder and the City of Chelsea.

### **1.7 Conflict of Interest**

No officer or employee of the City of Chelsea shall participate in any decision relating to any contract which would affect their financial or personal interest or the interest of any corporation, partnership, sole proprietorship or association in which they are directly or indirectly interested.

### **1.8 Political Activity Prohibited**

None of the services to be provided by any responder shall be used for any partisan political activity or to further the election of any candidate for public office.

## **1.9 Assignment by Contractor**

The successful responder or contractor shall not assign in whole or in part or otherwise transfer any interest in any contract without the written consent of the City of Chelsea, provided however, that the present and prospective claims for money due owing to the Contractor from the City of Chelsea or any other Buyer may be assigned to a bank or trust company or to a financial institution insured by the Federal Deposit Insurance Corporation (FDIC) without such consent so long as notice of such assignment is promptly furnished to the City of Chelsea. Any complete or partial assignment of the contractor's or successful responder's interest in any such contract shall require the assignee, at the City of Chelsea's discretion, to supply such further information as the City of Chelsea deems necessary to comply with the City of Chelsea rules and regulations governing contracts for services. Any such assignment, in whole or in part, shall also be expressly made subject to all defenses, set-offs or counter claims which would have been made available to the City of Chelsea against the successful responder in the absence of such assignment.

## **1.10 Subcontracting**

None of the services to be provided by the contractor pursuant to any contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership, or any other such entity without the prior written approval of the City of Chelsea. All intended subcontracts must be in writing and must be submitted with the Request for Proposals documents. All intended subcontracts shall be provisions, which are functionally identical to and consistent with the language of this Request for Proposals.

## **1.11 Choice of Law**

Any contracts awarded as a result of this Request for Proposals shall be construed under the laws of the Commonwealth of Massachusetts. The successful responder and agents thereof agree to bring any federal or state legal proceedings arising from any such contract in which the City of Chelsea is a party in a court of competent jurisdiction within the Commonwealth of Massachusetts. This section shall not be construed to limit any rights any party may have to intervene in any action in any court or wherever pending in which the other is a party.

## **1.12 Notices**

Unless otherwise specified, any notice hereunder shall be in writing and shall be deemed delivered when sent via electronic mail (e-mail), given in person to either party or deposited in the U.S. Mail, postage prepaid and addressed to the persons indicated in any contract or as specified by any amendment hereto.

## **1.13 Severable Sections Do Not Affect Entire Contract**

If any provision of the Request for Proposals or any subsequent contract is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations under the provision. The remainder of the Request for Proposals and any subsequent contract shall remain in full force and effect and enforceable to the fullest extent provided by law.

#### **1.14 Liquidated Damages for Failure to Enter Into Contract**

The successful Responder, upon its failure or refusal to execute and deliver the Contract, Bond and Certificates of Insurance required within ten days after receipt of notice of the acceptance of the bid, shall forfeit to the City of Chelsea, as liquidated damages for such failure or refusal, the security deposited with its bid, provided that the amount forfeited shall not exceed the difference between its bid price and the bid price of the next lowest responsive and responsible Responder. In case of death, disability, bona fide clerical or mechanical error of a substantial nature or similar unforeseen circumstances affecting the Responder, its bid deposit shall be returned.

#### **1.1 Liquidated Damages for Failure to Perform Under Terms of the Contract**

Should the successful Responder fail to commence or diligently perform according to the terms of the contract, the successful Responder agrees to pay to the City of Chelsea, as liquidated damages, Two Hundred Fifty Dollars (\$250.00) per calendar day that the successful Responder fails to commence or diligently perform the work in accordance with the contract documents and/or is in violation of the contract. Liquidated damages assessed under this provision shall be deducted from any payment(s) due to the successful Responder.

#### **1.16 Contract Performance**

The failure of any party to insist in any one or more situations, upon performance of any of the terms or provisions of any part of this Request for Proposals or resulting contract shall not be considered as a waiver or relinquishment of the right of either party to future performance of any such term or provision, and the rights and obligations of the parties to such future performance shall continue in full force and effect.

#### **1.17 Prevailing/Minimum Wages – NOT REQUIRED - RESERVED**

#### **1.18 Funding & Fiscal Year Appropriation**

Appropriations for expenditures by the City of Chelsea and authorizations to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year for the City of Chelsea, MA begins on July 1<sup>st</sup> and ends June 30<sup>th</sup> of the following year. The obligations of the City of Chelsea under any contract resulting from this Request for Proposals for any subsequent fiscal year following the fiscal year in which the initial contract is awarded is subject to the appropriations to the City of Chelsea of funds sufficient to discharge its obligations, which accrue in such subsequent fiscal year, and to the authorization to spend such funds for the purposes of this Request for Proposals. In the absence of such appropriation or authorization, any contract resulting from this Request for Proposals shall be terminated immediately without liability for damages, penalties or other charges arising from early termination. Expenditures for contracted services, which will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for the said fiscal year.

### **1.19 Procurement Calendar**

The City of Chelsea solicits Requests for Proposals that will result in a contract. The schedule of events for this solicitation, subject to amendment by the City of Chelsea is:

<b>Event</b>	<b>Date</b>
RFP Released	October 15, 2015
Due Date for Responses	October 29, 2015 at 2:00PM

### **1.20 Duration of Contract**

The initial term of this contract will commence on December 1, 2015 and end no later than November 30, 2016 with two additional one year options to renew, at the City's sole discretion from December 1, 2016 – November 30, 2017 and December 1, 2017 – November 30, 2018 respectively.

**End of Section**

## **Section 2 General Response Information**

### **2.1 Required RFP Sections**

The Responder must provide, in its response, a reply to the particular specifications included in the Request for Proposals.

### **2.2 Minority or Woman Business Enterprise Participation**

In accordance with the Minority Business Enterprise Plan for the City of Chelsea, all qualified Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) are strongly encouraged to submit proposals in response to this Request for Proposals. For the purpose of this RFP, the term MBE or WBE shall mean a vendor who is certified as a minority business enterprise by the State Office of Minority and Women-Owned Business Assistance (SOMWBA), and who is certified at the time the vendor's proposal is submitted.

All minority owned businesses are encouraged to apply for SOMWBA certification. For further information on SOMWBA qualifications or access to SOMWBA vendor lists, contact the State Office of Minority and Women Owned Business Assistance at (617)-727-8692.

### **2.3 The Contract Award**

Based upon the responses received, the contract will be awarded to the responsive, responsible responder offering the most advantageous proposal. The responder(s) submitting the response and price proposal considered to be most advantageous to the City will be notified of this status by the City, the City has no obligation to select the proposer offering the lowest rate(s).

### **2.4 ADA, Regulatory, Compliance and Standards**

Responders are expected to provide services and commodities that are in compliance with Section 504 of the Federal Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Telecommunications Act of 1996, and all successor federal and related legislation throughout the term of any contract resulting from this solicitation.

### **2.5 Indemnification**

Any successor in exchange for entering into an agreement or contract resulting from this Request for Proposals shall indemnify and hold harmless the City of Chelsea and all persons acting for or on behalf of either of them from all suits and claims against them, or either of them, arising from or occasioned by the use of any service, material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such service, material, equipment or apparatus, or any part thereof in any suit is held to constitute infringement, the successful bidder, within a reasonable time, will at its expense, and as the City of Chelsea may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus or remove the material, equipment or apparatus and refund the amounts paid therefore. Said indemnification includes reasonable attorney's fees related thereto.

Furthermore, any successful responder in exchange for entering into any agreement or contract resulting from this Request for Response agrees to indemnify and hold harmless, release and forever discharge the City of Chelsea as well as their officers, agents and employees as well as their successors and assigns from any and all manner of actions, suits, claims, demands, judgments, damages and liability in law and in equity which may arise or result from performance under this contract. This includes any discrimination, labor or employment claims against the successful responder and the City of Chelsea and any and all manners of legal action brought against the successful responder and /or the City of Chelsea. Said indemnification includes reasonable attorney's fees related thereto.

## **2.6 Federal, State and Local Laws**

The successful responder will comply with all applicable Federal, State and Local laws and regulations.

## **2.7 Tax Exempt**

Purchases made by municipalities and government are exempt from Federal Excise Taxes and Massachusetts Sales Taxes and response prices must show the exclusion of such taxes. Tax exemption certificates will be furnished as required.

## **2.8 Insurance**

The successful responder in addition to any insurance required by State or local Law, shall maintain in force during the term of any contract(s) issued as a result of this Request for Proposals the following insurance issued by an insurance company licensed to do business in the Commonwealth of Massachusetts. Failure to provide or maintain such insurance shall be grounds to reject a bid or execute a contract.

- a. Public Commercial Liability coverage in the amount of \$500,000.00 per occurrence and \$1,000,000.00 general aggregate. Automobile Liability Insurance coverage in the amount of \$500,000.00 per occurrence, \$1,000,000.00 general aggregate.
- b. Worker's Compensation Insurance in the amounts required by Massachusetts Law.
- c. Evidence of such insurance must name the City of Chelsea as the named insured as well as the successful bidder.
- d. An Insurance Certificate giving evidence of the insurance must be delivered to the City of Chelsea within 10 days by the successful responder receiving the award of this Request for Response.

## **2.9 Confidentiality**

The successful responder will comply with all provisions of Executive Order No. 11246 of September 24, 1975 and the successful responder acknowledges that in performance of any contract resulting from the Request for Proposals it may require or have access to "personal data" and become a "holder" of personal data as defined by M.G. L. c. 66A. The successful responder shall comply with all laws and regulations relating to confidentiality and privacy, including but not limited to any rules and regulations of the City of Chelsea. The successful responder shall at all

times recognize the City of Chelsea's ownership of personal data and the exclusive right and jurisdiction of the City, and "data subjects" (as defined in chapter 66A) to control the use of personal data. The successful responder shall immediately notify the City of Chelsea both orally and in writing if any personal data in its possession is subpoenaed, improperly used, copied or removed by anyone except an authorized representative of the City of Chelsea. The successful responder shall cooperate with the City of Chelsea in taking all steps it deems advisable to enjoin misuse regain possession and/or otherwise protect the City of Chelsea's rights and data subject's privacy. The successful responder shall allow access to any personal data held in their possession solely to those employees of the City of Chelsea who require such information in the performance of their occupational responsibilities. All personal data held by the successful responder shall be delivered to the City of Chelsea within 14 calendar days after termination of any contract resulting from this Request for Proposals. The successful responder agrees to take reasonable steps to insure the physical security of such data under its control, including but not limited to fire protection, protection against smoke and water damage, alarm system, locked removal of manually held data, passwords, access logs, badges or other methods reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data, limited terminal access, access to electronically or mechanically held data, limited terminal access, access to input documents and design provisions to limit use of personal data. The successful responder agrees that it will inform each of its employees having any involvement with their personal data or confidentiality. The City of Chelsea shall have access at all times to any data maintained pursuant to any contract resulting from this Request for Proposals, without the consent of the data subject. The successful bidder shall use personal data, and material derived from such data, only as necessary for the performance of the subject contract. Failure of the successful responder to comply with the requirements of this section may be grounds for terminating any contract resulting from this Request for Proposals.

## **2.10 Force Majeure**

Neither the City of Chelsea or the successful responder shall be liable to the other, nor deemed to be in breach of any contract resulting from this Request for Proposals for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to, Acts of God or the public enemy, wars, fires, flood, epidemics, quarantine restrictions, strikes, unforeseen freight embargos or unusually severe weather. Dates of times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other party promptly of the existence and nature of such a delay. It is agreed that since the performance dates of the subject contract are of the essence and important to the implementation of essential City of Chelsea work, continued failure to perform for periods aggregating 45 or more calendar days, even for causes beyond the control of the successful responder, shall afford the City of Chelsea the right to terminate any contract resulting from this Request for Proposals without assessment of termination costs or penalties.

## **2.11 Equal Opportunity**

During the performance of this contract, the successful responder agrees as follows:

- a. The successful responder will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information or ancestry. The successful responder will take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, religion, color, sex, nation origin or sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information or ancestry.
- b. The successful responder will comply with all provisions of Executive Order No. 11246 of September 24, 1975 and all of the rules, regulations and relevant orders of the Secretary of Labor.

## 2.12 Termination

The responders for this Request for Proposals should note that the City of Chelsea reserves the right to terminate any contract resulting from this Request for Proposals in whole or in part, by written notice:

- **Without cause:** Either party may terminate the subject contract by giving written notice to the other party at least 60 calendar days prior to the normal contractual effective date of termination as stated or such other period as is mutually agreed upon in advance by the parties
- **For cause:** If, in the opinion of the city of Chelsea, the successful responder fails to fulfill its obligations, the City of Chelsea may terminate any contract resulting from this Request for Proposals by giving 30 days written notice to the successful responder at any time. The subject contract shall be terminated immediately in the event of fraud or program abuse.
- **Emergency:** The City of Chelsea may terminate or suspend any contract resulting from this Request for Proposals up to 60 calendar days by providing written notice to the successful responder, stating the grounds for the City of Chelsea's action, in the form of U.S. Mail, hand-carried letter, or other appropriate written means, if the City of Chelsea determines that immediate action is necessary to protect City, State and/or Federal funds or property, or to protect persons from injury. Such termination or suspension shall be effective upon receipt of notice of either suspension or termination by the successful responder. In the case of a suspension under this paragraph, the notice of suspension shall be accompanied by instructions from the City of Chelsea specifying requisite actions by the successful responder to remove the suspension, proposed timetable for meeting those requirements and a description by the City of Chelsea of allowable activities and costs, if any, during the suspension period. Failure by the successful responder to remedy the stated deficiencies according to the timetable prescribed by the City of Chelsea shall be cause for immediate termination.
- **Elimination or Reduction of Funding:** In the event of a reduction of funding for any reason, the City of Chelsea may terminate any contract resulting from this Request for Proposals by providing notice of termination in a reasonable time. The City of Chelsea may provide a conditional notice of termination with a proposed amendment to the subject

contract. Any such notice shall provide that the subject contract will terminate automatically 30 calendar days after the date of the conditional notice of termination unless the successful responder submits to the City of Chelsea a properly signed copy of the amendment, or such modification form of amendment as may be agreeable to the City of Chelsea, within 20 calendar days after the date of the conditional notice of termination, or such other time as it is otherwise specified in the conditional notice.

- **Office's Remedies:** Upon Termination for Cause or for Emergencies: Notwithstanding the terms contained in this section, in the event of termination, the successful responder shall not be relieved of liability to the City of Chelsea by virtue of any breach of any contract resulting from this Request for Proposals by the successful responder. In the event of termination pursuant to this section, the City of Chelsea may withhold any payments to the successful responder for the purpose of set-off until such time as the exact amount of damages due to the City of Chelsea from the successful responder is determined. In addition to and notwithstanding the above, the successful responder covenants and agrees that in the event of termination of any contract resulting from this Request for Proposals, the successful responder shall pay to the City of Chelsea as damages: (a) such sum as, at the time of termination, the City of Chelsea reasonably determines that is, shall require to compensate a subsequent contractor to complete the delivery of service, and (b) the sum, reasonably determined by the City of Chelsea, which will compensate the City of Chelsea for all the direct and indirect costs resulting from delay in the delivery of services upon the successful responder's default. The successful responder further covenants and agrees with the City of Chelsea that the successful responder shall pay all of the City of Chelsea's costs and expenses (including attorney's fees) incurred or paid in obtaining and enforcing any court order favorable to the City of Chelsea for any obligation of the successful bidder under any contract resulting from this Request for Proposals.

### **2.13 Obligation in the Event of Termination**

Upon termination of any contract resulting from this Request for Proposals, all documents finished or unfinished, data, studies and reports prepared by the successful responder pursuant to the subject contract shall become the property of the City of Chelsea. Copies of finished and unfinished documents, data, studies and reports generated as a necessary part of performing the subject contract shall be delivered to the City of Chelsea upon reasonable request and shall be retained by the successful responder for future use. The City of Chelsea shall promptly pay the successful responder for all services performed and for all costs and un-cancelable commitments reasonably incurred in performance of the subject contract to the effective date of termination, provided the successful responder is not in default of the terms of the subject contract and submits to the City of Chelsea properly completed invoices with supporting documentation covering such services no later than 45 days after the effective date of termination, and that the successful responder make every reasonable effort to minimize or recover costs incurred.

### **2.14 Ownership of Furnishings & Equipment:**

Unless otherwise provided by law or a federal grant award, title to all furnishings and equipment provided by the City of Chelsea or that the awarded responder provides under the terms of this Request for Proposals and paid for with public funds, shall vest in and be retained by the City of

Chelsea. Upon completion of performance of the awarded responder's contract, the awarded responder shall return such furnishings and equipment in its possession in the same condition as at the commencement of any contract resulting from this Request for Proposals, normal wear and tear excepted.

#### **2.15 Anti-Boycott Warranty:**

During the term of any contract resulting from this Request for Proposals, neither the successful responder nor any "affiliated company" as hereafter described, shall participate in or cooperate with an international boycott, as defined in section 999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage on conduct declared to be unlawful by sections 2 and 4 of Chapter 151E of The Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity or which at least 51% of the ownership interests are directly or indirectly owned by the successful responder or by a person or persons or business entity or entities which directly own at least 51% of the ownership interest of the successful responder.

#### **2.16 Tied Bids – NOT REQUIRED - RESERVED**

#### **2.17 Unexpected Closures or Delays**

If, at the time of the scheduled bid submission deadline, the designated location for delivery of the bid is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other, the deadline will be postponed until 11:00 a.m. on the next normal business day. Bids will be accepted at the same location until that date and time.

**End of Section**

## **Section 3 Responder Response Information**

### **3.1 Responder Communications**

Responders are prohibited from communicating directly with any employee of the Purchasing Department and any other member of the City of Chelsea except as specified in this Request for Proposals, and no other individual City of Chelsea employee or representative is authorized to provide any information or respond to any question or inquiry concerning this Request for Proposals. Responders may contact the person identified on the cover sheet of this Request for Proposals in the event this Request for Proposals is incomplete.

### **3.2 Reasonable Accommodation**

Responders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of the Request for Proposals information in an alternative format, must communicate such requests in writing, via electronic mail (e-mail) to the contact person. Requests for accommodation will be addressed on a case by case basis. A responder requesting accommodation must submit a written statement, via e-mail which describes the responder's disability and the requested accommodation to the contact person for the Request for Proposals. The City of Chelsea reserves the right to reject unreasonable request.

### **3.3 Public Records**

All responses and information submitted in response to this Request for Proposals are subject to the Massachusetts Public Record Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 2, Subsection 26. Any statements in the responder's responses inconsistent with these statutes will be disregarded.

### **3.4 Brand Name or Equal**

Unless otherwise specified in this Request for Proposals, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this Request for Proposals to any manufacturer or proprietor or to constitute an endorsement of any good or service, and the City of Chelsea must consider clearly identified offers if substantially equivalent goods and services submitted in response to such reference.

### **3.5 Publicity**

Any responder awarded a contract under this Request for Proposals is prohibited from selling or distributing any information collected or derived from the contract, including lists of participating or eligible departments, employee names, telephone numbers, e-mail addresses, addresses or any other reports or information except as specifically authorized under this contract.

### 3.6 Costs

Costs for services that are not specifically identified in the responder's response and identified as part of a contract, will not be compensated under any contract awarded pursuant to this Request for Proposals.

The City of Chelsea will not be responsible for any costs or expenses incurred by responders responding to this Request for Proposals.

### 3.7 Required Contract Attachments

All responders are required to complete, sign and return the following documents along with the Required Submittals:

**Certificate of Non-Collusion** - By signing the attached Non-Collusion Statement, the responder is declaring the fact that its response was formulated without collusion with any person, representative, agent or party submitting a competing response. No response will be accepted without the signed Non-Collusion Statement attached to the original response.

**Vote of Corporation ( If Responder is a Corporation)** - If the responder is a Corporation, a vote of the Corporation approving participation in this Request for Proposals process must be signed by the corporate officers with the Corporate Seal Affixed and attached to the original Request for Proposals.

If the Responder is a Corporation, the names and addresses of the corporate Officers and the state and date of incorporation must be included. The responder must state if the Corporation is publicly held or privately held. If the Corporation is publicly held, the exchange on which it is traded and the symbol under which it is traded is required.

**Sole Proprietorship ( If Responder is a Sole Proprietorship)** - If the responder is a Sole Proprietorship, a partnership or any other legal business entity, the names and addresses of the officers must be included, the parent state of business and the numbers of years this entity has been in business. In short, a complete business profile must be included in the bid.

**Reference Form** - To include three current contract references, at least one of which is a government agency that can be contacted during the Request for Proposals process. Two of the references must be customers for which the responder is or has provided services similar to those outlined in the Scope of Services of the Request for Proposals. Include customer name, contact person, his/her title, address and telephone number.

**Response Pricing Form** – Signature required

### **3.8 Submitted Responses**

The City of Chelsea shall be under no obligation to return any responses or materials submitted by the responder in response to this Request for Proposals. All materials submitted by responders become the property of the City of Chelsea and will not be returned to the responder. The City of Chelsea has the right to use any ideas, concepts or configurations that are presented in the responder's response whether or not the response is selected for contract award.

### **3.9 Clarification of Response**

The City of Chelsea is not required to seek clarification of responses; therefore, the bidder should be as clear as possible in all of its responses to this Request for Proposals.

### **3.10 Evaluation and Award of Contract**

All pricing must remain constant for the entire term of the contract, as well as any possible extension offered. Based upon the responses received, the contract will be awarded the responsive, responsible responder offering the most advantageous proposal. The responder(s) submitting the response and price proposal considered to be most advantageous to the City will be notified of this status by the City, the City has no obligation to select the proposer offering the lowest rate(s).

### **3.11 Rejection of Responder's Response**

A responder's response may be rejected by the City of Chelsea if the responders' response:

- Fails to adhere to one or more of the requirements
- Fails to submit its bid to the required address on or before the Request for Proposals due date
- Fails to submit a bid in accordance to the format and instructions specified or to supply the minimum information requested in this Request for Proposals.
- Fails to meet unconditionally or is unable to demonstrate competence to meet the requirements of this Request for Proposals.
- Misrepresents its equipment, systems or services or provides demonstrably false information in its response or fails to provide material information.
- Violates the restrictions on contacts with the City of Chelsea employees and representatives
- Refuses, is unable to, or fails to provide clarification requested by the City of Chelsea in a reasonable time frame.

### **3.12 Request for Proposals Cancellation**

The City of Chelsea retains the right to cancel this Request for Proposals, or any portion thereof, at any time prior to the execution and approval of a contract. If this Request for Proposals is cancelled, all responses received to this Request for Proposals will be rejected. All expenses

related to the preparation of responses to this Request for Proposals remain the responsibility of the responder.

### **3.13 No Guarantee of Purchase**

The City of Chelsea makes no guarantee that any purchases will take place from any contract resulting from this Request for Proposals, nor does the City of Chelsea guarantee any minimum quantity of purchases from any contract resulting from this Request for Proposals. Any estimated or past procurement volumes referenced in this Request for Proposals are included only for the convenience of the bidders, and not to be relied upon as any indication of future purchases.

The responder may not place, as a condition for providing the cost levels proposed, any minimum purchase requirements.

### **3.14 Prime Contractors and Subcontractors**

Prior approval of the eligible entity is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial program and reporting requirements and are held to the same reimbursable cost standards as the successful responder.

The City of Chelsea requires a single point of contact for any contract resulting from this Request for Proposals. Subcontractors may be used, but the successful responder, as prime contractors, shall be responsible for meeting all of the terms of any contract resulting from this Request for Proposals and must accept full responsibility for any subcontractor's performance.

Responder's must provide a list of subcontractors, a description of each subcontractor's responsibility in regards to this contract and signed letters of agreement between the responder as the prime contractor, and its subcontractor(s) identifying their responsibilities and their relationship to the prime contractor. The prime contractor must notify each individual account (eligible entity) in writing; the name of their subcontractor both initially and when a subcontractor is changed. If a subcontractor has filed for Chapter 11 Bankruptcy or Chapter 7 Bankruptcy, the prime contractor also must notify the City of Chelsea. The notification must be written and must be within one week of the events noted above.

### **3.15 Written Inquires**

Responders may submit written inquiries concerning any part or attachment of this Request for Proposals. Written inquiries regarding issues outside of the scope of this Request for Proposals will not be considered.

All inquiries must be submitted by the required date and time, to the contact listed on the cover page of this Request for Proposals.

All written inquiries must be submitted via electronic mail (email) only. No other manner of submission will be accepted.

Any change to this submission date and/or time will be made by a notice sent electronically to all responders. The responder is responsible for confirming receipt of its written inquiries with Dylan Cook, Chief Procurement Officer City of Chelsea at [Dcook@chelseama.gov](mailto:Dcook@chelseama.gov).

The City of Chelsea will provide written responses via electronic mail (e-mail) to all written inquiries received by the required due date. Responses will not identify the inquiry by responder.

### **3.16 Instructions for Submission of IFB Responses**

Proposals shall be assembled and submitted as follows:

**Basic Proposal (with Form A, attached) – which shall include all required items, information, and a detailed Plan of Services explaining how the Project will be implemented, however, the Price Proposal shall not be submitted with the Basic Proposal; and,**

**Price Proposal, in a separate sealed envelope (with Form B attached) – which shall include only the proposed prices for the services for the initial term and the two one year renewal terms.**

### **3.17 Deadline for Submission**

All responses to this Invitation for Bids are due at the address listed on the cover page and no later than the date and time listed in the Procurement Calendar.

**End of Section**

## **Section 4 REQUEST FOR PROPOSALS FOR AUCTIONEER SERVICES – AUCTIONING OF TAX POSSESSION PROPERTIES**

### **Introduction**

The City of Chelsea, Massachusetts (the ‘City’), acting through the Chief Procurement Officer of the City, issues this Request for Proposals (the ‘RFP’) to parties (individually referred to as a ‘Proposer’) who have an interest in providing real estate auction services to the City in connection with the City’s on-going auctions of properties acquired through tax title foreclosure (‘Tax Possession Properties’) pursuant to Chapter 60 of the Massachusetts General Laws (hereinafter referred to as the ‘Project’). In connection with the Project the selected Proposer will provide general advice to the City and to certain of its contractors including D’Ambrosio, LLP regarding Tax Possession Properties and auctions. The City hereby requests competitive sealed bid proposals in accordance with Massachusetts General Laws Chapter 30B, § 6 for the period December 1, 2015 through November 30, 2016, unless extended by the City in its sole discretion. The City reserves the right at its sole discretion to renew any contract that is awarded as a result of this RFP for up to two (2) additional terms. The first renewal term would be for the period from December 1, 2016 to November 30, 2017. The second renewal term would be for the period from December 1, 2017 to November 30, 2018. Proposers must submit proposals for the entire term (i.e. the initial term and the two renewal terms). Proposals for a portion of the term may be rejected.

As of September 30, 2015, the City had accumulated an active portfolio of 265 properties that had been placed into tax title, with a total delinquent amount of \$1,336,021. One of the key objectives of the City was to improve the delinquent real estate tax collection rate and reduce the list of tax title accounts. In furtherance of that objective, D’Ambrosio Brown, LLP was engaged to provide tax title collection, litigation management, real estate consulting, and other services to the City. The activities of D’Ambrosio, LLP are overseen by the City Law Department, in consultation with the Treasurer’s Office.

As of October 1, 2015, the City has taken possession of 5 properties and additional foreclosures will likely be assigned to outside counsel for prosecution.

Tax Possession Properties are sold subject to certain terms and conditions found in the ‘Terms and Conditions of Sale,’ attached hereto as Exhibit A. Although not anticipated, there can be no guarantee that there will not be material changes to the Terms and Conditions of Sale used in future auctions.

To date the City has not scheduled any auctions. The first auctions, probably of five properties will occur as soon as possible, pending award of this contract. However, the City cannot guarantee any particular volume of properties to be auctioned or the frequency of the auctions. In addition, it is anticipated that any contract with the City will be non-exclusive.

## **I. Scope of Services**

A. If selected, the Proposer, in a professional and proper manner, to the satisfaction of the City, and in accordance with the law and industry standards, shall provide the services enumerated herein (and as set forth in the sample contract attached hereto as Exhibit B) with respect to those Tax Possession Properties assigned to the Proposer.

### B. Pre-Auction Services

1. Property Selection. As requested, consult with the City in the selection of Tax Possession Properties to be auctioned.

2. Site Visit. The Proposer shall conduct appropriate site visits and photograph or otherwise become familiar with the Tax Possession Properties to be auctioned. When resources are available, the City will assist the Proposer on gathering data regarding the properties but nothing herein is meant to diminish the Proposer's obligation to become familiar with the Tax Possession Properties. The Proposer shall maintain the information, photographs, and data in a manner allowing its distribution to persons interested in any of the Tax Possession Properties.

3. Open Houses. The Proposer shall conduct open houses for potential buyers to view the Tax Possession Properties if required by the City and upon prior approval by the City.

4. Seminars. The Proposer shall conduct informational bidder seminars for parties interested in the Tax Possession Properties as required by the City.

### C. Communication with Interested Parties

1. Inquiries. The Proposer shall track and answer all inquiries, whether in person, mail, telephone, or email, and respond to all inquiries from interested parties.

2. Communications. The Proposer shall communicate directly with persons who have indicated an interest or who the auctioneer believes may have an interest in any of the Tax Possession Properties and distribute information regarding the Tax Possession Properties, as appropriate, by mail, facsimile, or via the internet.

### D. Marketing

1. Promotional Materials. Subject to the review, approval, and satisfaction of the City, the Proposer shall prepare appropriate marketing materials including but not limited to brochures, advertisements, mailings, posters, post cards, and web pages.

2. Web-Based Promotion. The Proposer shall promote the Tax Possession Properties on a website which will be open to all prospective bidders upon approval by the City. A specialized web presence promoting the auction, advertising the

properties, and detailing the terms and conditions will be created. In addition, the Proposer's website shall be linked to the City's website.

3. Advertising. The Proposer shall prepare and place advertisements in appropriate publications as required by law, as suggested by industry standards, and dependent upon the quantity and the quality of the Tax Possession Properties to be offered in each auction. The Proposer and the City shall work cooperatively in determining the appropriateness of incurring advertising expense as to particular Tax Possession Properties or auctions.

4. Direct Mailings. The Proposer shall send direct mailings to prospective bidders, including targeted mailings to abutters, following up the direct mailings with email notifications, where appropriate depending upon the particular Tax Possession Property or auction. The Proposer and the City shall work cooperatively in determining the appropriateness of incurring direct mailing expense as to particular Tax Possession Properties or auctions.

5. Postings. The Proposer shall post signs, where and when appropriate, promoting the auction as to all Tax Possession Properties. The Proposer shall remove signs 14 days after an auction is held.

6. Press Release. For issuance by the City, and subject to review and approval of the City, the Proposer shall prepare a draft press release about each auction. The draft must be completed and forwarded to the City at least one week prior to the scheduled auction date.

7. Cost and Expenses. The Proposer shall be responsible for the payment of all marketing costs and expenses.

#### E. Auction

1. Logistical and Technical Services. The Proposer shall prepare, to the satisfaction of the City, all reasonable auction day logistical and technical arrangements to facilitate the auction, including but not limited to:

- a. Organizing the venue-
- b. Setup of the room
- c. Videotaping the event
- d. LCD projection of the Tax Possession Properties to be auctioned
- e. Securing a sound system
- f. Documenting bid increments.
- g. Post signs and personnel at the venue directing potential bidders to the room where the auction is to be conducted.

2. Registration and Pre-Qualification of Bidders. The Proposer, on the day of the auction, shall pre-qualify, register, and obtain all pertinent information from prospective bidders.

3. Conduct the Live Auction. The Proposer shall conduct the auction with an experience licensed auctioneer, an assisting licensed auctioneer, and a sufficient number of staff including experienced ring men.

4. Check-Out Process. The Proposer shall provide, if requested by the City, a smooth checkout process and obtain all required documents from successful bidders including, but not limited to, the following:

- a. The memorandums of sale
- b. All required affidavits
- c. Other documents required by City.

#### F. Consultation with City.

The Proposer shall advise and consult with the City regarding services performed or to be performed by the Proposer at such times as may be mutually convenient to the parties without additional charge to the City. The Proposer shall initiate such consultations whenever in doubt or when the Proposer requires legal advice of any aspect of an auction. There shall be no charge by any party for such consultations.

#### G. Auction Reports

The Proposer shall prepare an “Auction Report” detailing the results of each auction. The Auction Report or reports shall contain the information as required in the next section. The Proposer shall provide TWO copies of each Auction Report to the City within five (5) business days of the Auction. A separate report shall be submitted for each Parcel.

#### H. Contents of the Auction Report

Each Auction Report shall contain at least the following information. The information may be provided on a preprinted form:

1. Auction Summary.

Cover sheet headed “Auction Report for the City of Chelsea” stating:

- a. Parcel I.D.
- b. Parcel Assessed Value
- c. Date of the Report
- d. Parcel Number
- e. Property Address
- f. Purchaser information including name, address, telephone number, email address, and any other helpful contact information.

2. The certifications of the Proposer that

(a) To the best of his/her knowledge and belief, everything contained in the Auction Report is true and no relevant or important fact has been omitted; and

(b) The Proposer has no past, present, or prospective interest (including that of real estate agent or broker) in the property, the parties involved, or any other interest that would conflict in any way with the services performed or the making of an impartial Auction Report.

3. Copy of Auction Sale Terms.

4. The signature of the Proposer.

#### I. Acceptance of Beginning Bids at a Reserve Selected by the City

The City, in its discretion, may set minimum bid amounts for the Tax Possession Properties. If requested by the City, the Proposer shall assist in the determination of minimum bid amounts. When applicable, the City will provide the Proposer, prior to the date of Auction, the minimum bid amounts. The Proposer will not declare a property sold without the approval of the City.

#### J. Records

The records of the Proposer insofar as they relate to the services described in this RFP shall be kept on a generally recognized accounting basis. The City, by its Treasurer, Auditor, Comptroller, or other duly authorized representative, shall have a reasonable right to inspect, review, and copy the records of the Proposer relating to the services provided to the City. The Proposer will provide to the City information regarding the high bidder and the second highest bidder (“under bidder”).

#### K. Retention of Auction Records.

The Proposer shall retain a copy of each Auction Report and all records germane to the auction for seven (7) years after delivering the Auction Report to the City, or for seven (7) years after disposition of any judicial proceedings, whichever is later.

#### L. Affidavit Regarding Notice of Auction

Within two weeks after the conclusion of an auction, the Proposer shall prepare, execute, and deliver an affidavit to the City setting forth the following: (i) the details (and copies of) any advertising conducted by the Proposer for the auction and (ii) the names and addresses of any parties to whom notice of the auction was sent.

## **II. Restrictions**

The Proposer acknowledges and understands that the City will subject the sale of some or all of the Tax Possession Properties to be auctioned to the compliance with certain

restrictions. Please see the previously noted Terms and Conditions of Sale attached hereto as Exhibit A. As also previously noted, although not anticipated, there can be no guarantee that there will not be material changes to the Terms and Conditions of Sale used in future auctions.

The Proposer shall, in a clear and understandable manner, orally disclose any restrictions prior to the opening of bidding at an auction. The Proposer shall also provide the full text of any restrictions on the Proposer's website, in the bidder's package, in mailings, and in the visual presentation used at the auction.

**III. Submission Requirements - Sealed Submission 1, clearly marked "Proposals for Auctioneer Services –Auctioning of Tax Possession Properties":**

Interested firms should submit **five (5) copies** of a proposal addressing the objectives and scope described in this Request for Proposals. Proposal submittals should be **thorough but brief** and must include, at a minimum, each of the following:

A. In order to be responsive to this request for proposals, the following minimum criteria ("Minimum Criteria") must be satisfied:

1. The Proposer must have a minimum of three (3) years' experience in auctioning real property (both residential and commercial) in Massachusetts.
2. The Proposer shall have previously auctioned tax possession properties for at least three (6) Massachusetts municipalities within the last three (3) years.
3. Each of the Proposer's "Key Personnel," must have a minimum of one (1) year of relevant experience providing auction services to Massachusetts municipalities. "Key Personnel" include the person in charge and other individuals with responsibility for significant portions of the services to be provided, all of whom have education and experience appropriate to their assigned responsibilities.
4. The Proposer must have the capacity and capability to auction a minimum of ten (10) Tax Possession Properties at one auction and has, within the last three years, actual experience in auctioning multiple tax possession properties at one auction.
5. The Proposer must have a website which has the capability to provide detailed information about, and pictures of, the Tax Possession Properties. The City will provide certain documents related to the auctions (such as the Terms of Sale, Memorandum of Sale, etc.) and the Proposer must be able to make these documents available for downloading by the general public through its website. The Proposer's website must also have the ability to be linked to the City's website.
6. The Proposer must be knowledgeable of and experienced with the Chelsea real estate market, or similar market.

7. The Proposer is duly qualified and licensed to conduct auctions in Massachusetts and otherwise perform the services described in this request for proposal.

8. The Proposer shall supply the information required in the Statement of Interest, Qualifications, and Experience, and shall meet all other requirements of this RFP and applicable statutory requirements.

B. Each proposal must clearly state how the Proposer meets the Minimum Criteria set forth. Proposals that do not meet the Minimum Criteria shall be rejected.

### **Statement of Interest, Qualifications, and Experience**

In order to be responsive to this request for qualifications, the Proposer must provide, at a minimum, the following information:

A. Statement of Interest. A general statement regarding the Proposer's interest in providing the services described in this request for proposal.

B. A history of the Proposer.

C. A description of relevant experience including auction services previously provided to government clients, the nature of the services, auction prices, dates, and locations.

D. The organizational structure of the Proposer including an organizational chart.

E. The names and experience of Key Personnel that will be assigned to provide the services described in this request for proposal. Please state the reasons why the proposed organization and team members are considered appropriate for the project. Please provide, for each person:

1. Name, title and current business address.

2. A current resume showing education, previous employers, nature of work performed for the employer, and dates of employment.

3. Length of time employed with the Proposer and the person's current assignment(s).

4. A description of the nature, size, and complexity of previous real auction experience with a specific description of any previous assignment assisting a government client auction real property.

F. Project Approach. A narrative describing the approach that the Proposer would take to deliver the services described in the scope of services.

G. Office Locations. A list of all of the Proposer's office locations with street addresses and telephone numbers.

H. Computer Systems. A description of the Proposer's computer capabilities including a statement with regard to the auction firm's ability to send and receive e-mail along with attachments and the ability to generate and read Microsoft Office products (documents and spreadsheets).

I. Legal Matters. Provide the following information:

1. A statement of whether within the past ten years there have been, or whether there are currently, any pending investigations of or actions against the Proposer, any owner of the Proposer, or any employee of the Proposer by any federal, state, or local regulatory agency. State whether any of the Key Personnel to be assigned to this project have been or are now subject to any such investigations or actions. If the response to any of the foregoing is affirmative, provide an appropriate explanation to include the disposition of the proceedings.

2. State whether any government client has terminated a contract, or sought removal of your project team during the past three (3) years. If so, provide a complete explanation.

3. Document any name changes or changes in the organization of your legal entity that necessitated a filing with the Secretary of the Commonwealth during the past ten (10) years. Explain the reasons behind any change.

4. State whether the Proposer has filed for U.S. Bankruptcy Court Protection during the past seven (7) years and, if so, describe the circumstances and disposition of the case.

J. Teaming Arrangements. In recognition that users and investors may be located beyond the City's borders, Proposer's are encouraged to propose creative teaming arrangements with other auction firms or realtors or investment professionals that will increase the potential purchase audience.

K. Client References. The names, addresses, and telephone numbers of three client references. References from government clients are preferred.

L. Other Relevant Information. The Proposer should include any other information that demonstrates the Proposer's qualifications to perform the services described in the scope of services and otherwise demonstrates satisfaction with the requirements of this RFP. The Proposer should also submit information regarding any special capability or service which may be applicable to the Project.

**IV. Sealed Submission 2, clearly marked "Cost Proposal for Scope of Services":**

- A. Proposers shall submit in a separate envelope a price proposal outlining total proposed compensation for performance of the services over the term of the contract.
- B. The fee charged by the selected Proposer for the services rendered shall be paid by the winning bidder at an auction as a "buyer's premium" at the time of closing.
- C. The price proposal shall include a flat fee, or a percentage of the sales price (commission), or a combination of the two, or any compensation structure that aligns the interests of the Proposer with the interests of the City.

**V. Proposals shall be assembled and submitted as follows:**

**Basic Proposal (with Form A, attached) – which shall include all required items, information, and a detailed Plan of Services explaining how the Project will be implemented, however, the Price Proposal shall not be submitted with the Basic Proposal; and,**

**Price Proposal (with Form B attached) – which shall include only the proposed prices for the services for the initial term and the two one year renewal terms.**

Form A. Basic Proposal and Form B. Price Proposal attached hereto shall be detached and submitted as a cover sheet to the documents prepared by the Proposer for its Basic Proposal or Price Proposal, respectively. The Basic Proposal or Price Proposal shall be submitted in separate sealed envelopes addressed as set forth. Each envelope shall be clearly marked "AUCTIONEER SERVICES AUCTIONING OF TAX POSSESSION PROPERTIES" PROPOSAL RPF 2016-67 together with the additional legend "BASIC PROPOSAL" OR "PRICE PROPOSAL" as appropriate.

Proposal Forms shall be completed in ink or by typewriter. The price of each item shall be stated in words and figures. All blanks must be filled in. Proposals by corporations shall be executed in the corporate name by the president or other corporate officer accompanied by evidence of authority to sign and attested by the secretary or assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Proposals by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature. The official address of the partnership shall be shown below the signature. Proposals by joint ventures shall be similarly executed by all joint venture partners. All names shall be typed or printed below the signature.

Each Proposal Form shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Form). The address to which communications regarding the proposal are to be directed shall be shown.

**Proposals will be received until 2:00PM on Thursday, October 29, 2015. No proposals will be accepted after this deadline.** Proposals should be sent to Dylan Cook, Chief Procurement Officer, Procurement Office, Chelsea City Hall, Room 206, 500 Broadway,

Chelsea, Massachusetts 02150, (617) 466-4220. Proposals must be sealed and clearly marked, “RFP for **Auctioneer Services – Auctioning of Tax Possession Properties**”. No fax or electronic copies will be accepted.

Please note that City Hall hours are as follows:

Monday, Wednesday, Thursday	--	8:00 A.M. to 4:00 PM
Tuesday	--	8:00 A.M. to 7:00 PM
Friday	--	8:00 A.M. to 12:00 Noon

#### **VI. Evaluation/Selection Criteria:**

Proposals will be analyzed by a review committee made up of representatives from the Treasurer’s Office, the Office of Development and Planning and the Law Department and the Chief Procurement Officer. Supplemental information may be requested by the City and obtained from Proposers. In connection with the evaluation of Proposals, oral presentations may be requested of all or some of the Proposers.

The Committee will give each vendor a rating of Highly Advantageous, Advantageous, Not Advantageous and Unacceptable. Each being as follows:

- **Highly Advantageous (HA):** This represents a response that offers more than the specification and provides a particularly impressive or advantageous response to the RFP.
- **Advantageous (A):** This represents a response that satisfies the evaluation standard specified in the RFP.
- **Not Advantageous (NA):** This represents a response that fails to meet the standard for a satisfactory response to the RFP, but is responsive.
- **Unacceptable (U):** This represents a response that fails to meet the standard for a satisfactory response to the RFP, and is not-responsive.

#### **Comparative Evaluation/Selection Criteria:**

Proposals that meet the Minimum Criteria will be further evaluated and rated on the basis of the following Comparative Criteria. The City reserves the right to ask any Proposer to provide additional supporting documentation in order to verify its response. Previous tax possession auction services in Chelsea or communities surrounding Chelsea is preferred. Please outline your experience.

##### 1. Extent of Proposer’s general real estate auction experience in Massachusetts:

HA- The proposer has eight (8) or more years of experience auctioning both residential and commercial real estate in Massachusetts.

A- The proposer has at least five (5), but less than eight (8) years of experience auctioning both residential and commercial real estate in Massachusetts.

NA- The proposer has at least three (3) years, but less than five (5) years, of experience auctioning both residential and commercial real estate in Massachusetts.

U- The proposer has less than three (3) years of experience auctioning real estate in Massachusetts or does not have experience auctioning both residential and commercial real estate.

2. Extent of experience of the proposer in acting as an auctioneer of Tax Possession Properties:

HA- The proposer has provided services similar to those being sought in this RFP to fifteen (15) or more Massachusetts municipalities within the last three (3) years.

A- The proposer has provided services similar to those being sought in this RFP to at least ten (10), but less than fifteen (15) Massachusetts municipalities within the last three (3) years.

NA- The proposer has provided services similar to those being sought in this RFP to at least five (5), but less than ten (10) Massachusetts municipalities within the last three (3) years.

U- The proposer does not have experience auctioning Tax Possession Properties for Massachusetts municipalities or has provided services similar to those being sought in this RFP to fewer than five (5) Massachusetts municipalities within the last three (3) years.

3. Qualifications and experience of the proposer's key personnel:

HA- The proposer has demonstrated that each of the Proposer's key personnel are highly qualified and each has ten (10) or more years of relevant experience auctioning Tax Possession Properties for Massachusetts municipalities.

A- The proposer has demonstrated that each of the proposer's key personnel are qualified and each has at least five (5) years, but less than ten (10) of relevant experience auctioning Tax Possession Properties for Massachusetts municipalities.

NA- The proposer has demonstrated that each of its key personnel are qualified and each has at least three (3) years, but less than five (5) years, of relevant experience auctioning Tax Possession Properties for Massachusetts municipalities.

U- Any of the proposer's key personnel are not qualified or have less than three (3) years of experience in auctioning Tax Possession Properties for Massachusetts municipalities.

4. Extent of proposer's capacity and capability to auction multiple Tax Possession Properties in one auction and previous experience in auctioning multiple properties:

HA- The proposer has the capacity and capability to auction ten (10) or more properties in one auction, can conduct four or more auctions within the City's fiscal year, and has within the last three years actual experience in auctioning thirty-five (35) or more properties at one auction.

A- The proposer has the capacity and capability to auction at least ten (10) properties in one auction, can conduct at least four auctions within the City's fiscal year, and has within the last three years actual experience in auctioning at least twenty-five (25) properties at one auction.

NA- The proposer has the capacity and capability to auction at least ten (10) properties in one auction, can conduct at least four auctions within the City's fiscal year, and has within the last three years actual experience in auctioning at least fifteen (15) properties at one auction.

U- The proposer does not have capacity or capability to auction up to ten (10) properties in one auction or cannot conduct at least four auctions within the City's fiscal year.

5. Capability and sophistication of the Proposer's website:

HA- The proposer has demonstrated that it has a sophisticated website that is very "user friendly," can very easily be accessed and navigated by potential bidders and City officials, and has the capability to provide detailed information (including pictures) about the Tax Possession Properties to be auctioned which can also allow interested parties to download documents related to the auction (e.g. Terms of Sale, Memorandum of Sale, etc.) and can be linked to the City's website.

A- The proposer has demonstrated that it has a functional website that is "user friendly," can easily be accessed and navigated by potential bidders, and City officials and has the capability to provide detailed information (including pictures) about the Tax Possession Properties to be auctioned which can also allow interested parties to download documents related to the auction (e.g. Terms of Sale, Memorandum of Sale, etc.) and can be linked to the City's website.

NA- The proposer has demonstrated that it has a rudimentary website that can be accessed and navigated by potential bidders and City officials and has with the capability to provide detailed information (including pictures) about the Tax Possession Properties to be auctioned which can also allow interested parties to download documents related to the auction (e.g. Terms of Sale, Memorandum of Sale, etc.) and can be linked to the City's website.

U- The proposer does not have a website or has a website that does not meet one or more of the City's capability or functionality requirements.

6. Proposer's knowledge of and experience with the Chelsea real estate market:

HA- The proposer has recent experience (including auctioning of Chelsea real estate) with, and knowledge of, the Chelsea real estate market.

A- The proposer has relatively recent experience (including auctioning of Chelsea real estate) with, and knowledge, of the Chelsea real estate market.

NA- The proposer has some prior experience with and knowledge of the Chelsea real estate market.

U- The proposer does not have prior experience with or knowledge of the Chelsea real estate market.

7. Evaluation of the quality, completeness, and appropriateness of the proposed project approach and qualifications of the Proposer described in the Statement of Interest, Qualifications, and Experience:

HA- The project approach is well explained, complete, appropriate, meets or exceeds all of the requirements of the City and presents unique advantages to the City.

A- The project approach is well explained and complete, meeting, or exceeding in some areas, all of the needs of the City.

NA- The project approach is explained and complete and meets, but does not exceed, the basic requirements of the City.

U- The project approach is not clear or fails to meet the needs of the City.

## Evaluation Criteria Matrix

<b>EVALUATION CRITERIA</b>	<b>Highly Advantageous (3 points)</b>	<b>Advantageous (2 points)</b>	<b>Acceptable (1 point)</b>	<b>Unacceptable (0 points)</b>
1. Extent of Proposer's general real estate auction experience in Massachusetts :	The proposer has eight (8) or more years of experience auctioning both residential and commercial real estate in Massachusetts	The proposer has at least five (5), but less than eight (8) years of experience auctioning both residential and commercial real estate in Massachusetts.	The proposer has at least three (3) years, but less than five (5) years, of experience auctioning both residential and commercial real estate in Massachusetts.	The proposer has less than three (3) years of experience auctioning real estate in Massachusetts or does not have experience auctioning both residential and commercial real estate.
2. Extent of experience of the proposer in acting as an auctioneer of Tax Possession Properties:	The proposer has provided services similar to those being sought in this RFP to fifteen (15) or more Massachusetts municipalities within the last three (3) years.	The proposer has provided services similar to those being sought in this RFP to at least ten (10), but less than fifteen (15) Massachusetts municipalities within the last three (3) years.	The proposer has provided services similar to those being sought in this RFP to at least five (5), but less than ten (10) Massachusetts municipalities within the last three (3) years.	The proposer does not have experience auctioning Tax Possession Properties for Massachusetts municipalities or has provided services similar to those being sought in this RFP to fewer than five (5) Massachusetts municipalities within the last three (3) years.
3. Qualifications and experience of the proposer's key personnel:	The proposer has demonstrated that each of the Proposer's key personnel are highly qualified and each has ten (10) or more years of relevant experience auctioning Tax Possession Properties for Massachusetts municipalities.	The proposer has demonstrated that each of the proposer's key personnel are qualified and each has at least five (5) years, but less than ten (10) of relevant experience auctioning Tax Possession Properties for Massachusetts municipalities.	The proposer has demonstrated that each of its key personnel are qualified and each has at least three (3) years, but less than five (5) years, of relevant experience auctioning Tax Possession Properties for Massachusetts municipalities.	Any of the proposer's key personnel are not qualified or have less than three (3) years of experience in auctioning Tax Possession Properties for Massachusetts municipalities.
4. Extent of proposer's capacity and capability to auction multiple Tax Possession Properties in one auction and previous experience in auctioning multiple properties:	The proposer has the capacity and capability to auction ten (10) or more properties in one auction, can conduct four or more auctions within the City's fiscal year, and has within the last three years actual experience in auctioning thirty-five (35) or more properties at one auction.	The proposer has the capacity and capability to auction at least ten (10) properties in one auction, can conduct at least four auctions within the City's fiscal year, and has within the last three years actual experience in auctioning at least twenty-five (25) properties at one auction.	The proposer has the capacity and capability to auction at least ten (10) properties in one auction, can conduct at least four auctions within the City's fiscal year, and has within the last three years actual experience in auctioning at least fifteen (15) properties at one auction.	The proposer does not have capacity or capability to auction up to ten (10) properties in one auction or cannot conduct at least four auctions within the City's fiscal year.

<p>5. Capability and sophistication of the Proposer’s website:</p>	<p>The proposer has demonstrated that it has a sophisticated website that is very “user friendly,” can very easily be accessed and navigated by potential bidders and City officials, and has the capability to provide detailed information (including pictures) about the Tax Possession Properties to be auctioned which can also allow interested parties to download documents related to the auction (e.g. Terms of Sale, Memorandum of Sale, etc.) and can be linked to the City’s website.</p>	<p>The proposer has demonstrated that it has a functional website that is “user friendly,” can easily be accessed and navigated by potential bidders, and City officials and has the capability to provide detailed information (including pictures) about the Tax Possession Properties to be auctioned which can also allow interested parties to download documents related to the auction (e.g. Terms of Sale, Memorandum of Sale, etc.) and can be linked to the City’s website.</p>	<p>The proposer has demonstrated that it has a rudimentary website that can be accessed and navigated by potential bidders and City officials and has with the capability to provide detailed information (including pictures) about the Tax Possession Properties to be auctioned which can also allow interested parties to download documents related to the auction (e.g. Terms of Sale, Memorandum of Sale, etc.) and can be linked to the City’s website.</p>	<p>The proposer does not have a website or has a website that does not meet one or more of the City’s capability or functionality requirements.</p>
<p>6. Proposer’s knowledge of and experience with the Chelsea real estate market: experience in auctioning multiple properties:</p>	<p>The proposer has recent experience (including auctioning of Chelsea real estate) with, and knowledge of, the Chelsea real estate market.</p>	<p>The proposer has relatively recent experience (including auctioning of Chelsea real estate) with, and knowledge, of the Chelsea real estate market.</p>	<p>The proposer has some prior experience with and knowledge of the Chelsea real estate market.</p>	<p>The proposer does not have prior experience with or knowledge of the Chelsea real estate market.</p>
<p>7. Evaluation of the quality, completeness, and appropriateness of the proposed project approach and qualifications of the Proposer described in the <u>Statement of Interest, Qualifications, and Experience</u>:</p>	<p>The project approach is well explained, complete, appropriate, meets or exceeds all of the requirements of the City and presents unique advantages to the City.</p>	<p>The project approach is well explained and complete, meeting, or exceeding in some areas, all of the needs of the City.</p>	<p>The project approach is explained and complete and meets, but does not exceed, the basic requirements of the City.</p>	<p>The project approach is not clear or fails to meet the needs of the City</p>

**Responder Information Form**  
**Auctioneer Services – Auctioning of Tax Possession Properties**  
(To be first page of Response)

Name of Company:

Address:

Telephone #:

Fax #:

Email Contact:

Is the Company a:

Corporation \_\_\_\_\_

Partnership \_\_\_\_\_

Sole Proprietorship \_\_\_\_\_

Publicly Held \_\_\_\_\_

Privately Held \_\_\_\_\_

Names and address of the Principals, Owners, Directors, Officers:

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\_\_\_\_\_  
Signature of authorizing party

**CITY OF CHELSEA**

**REQUIRED RESPONSE SUBMITTAL FORM**

**Certificate of Non-Collusion**

The undersigned certifies under the penalties of perjury that this proposal/response has been made and submitted in good faith and without collusion or fraud with any other person. As used in this Certification the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature

Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contact Number

**STATEMENT OF CORPORATE AUTHORITY**

**REQUIRED (IF CORPORATION)** IF A CORPORATION, COMPLTE BELOW OR ATTACH TO EACH SIGNED COPY OF THE BID A NOTORIZED COPY OF VOTE OF CORPORATION AUTHORIZING THE SIGNATORY TO SIGN THIS CONTRACT. IF ATTESTING CLERK IS THE SAME PERSON AS THE INDIVIDUAL EXECUTING THIS CONTRACT, HAVE SIGNATURE NOTORIZED ABOVE.

At a duly authorized meeting of the Board of Directors of \_\_\_\_\_ held  
on \_\_\_\_\_ Date \_\_\_\_\_ Name of Corporation

at which time all voted that \_\_\_\_\_  
Name Officer

of this Company, be and hereby is authorized to execute contracts and bonds in the name and behalf of said Company, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this Company's name on its behalf by such person \_\_\_\_\_ under seal of the Company, shall be valid and binding upon this company.

A TRUE COPY,

ATTEST: \_\_\_\_\_  
Clerk

PLACE OF BUSINESS: \_\_\_\_\_  
\_\_\_\_\_

DATE OF THIS CONTRACT: \_\_\_\_\_

I hereby certify that I am the Clerk of the \_\_\_\_\_

\_\_\_\_\_ and that \_\_\_\_\_ is

duly elected \_\_\_\_\_ of said Company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

\_\_\_\_\_  
(Clerk's Signature)

(CORPORATE SEAL)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_ to be the person whose name is signed on the preceding or attached document in my presence.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**FORM A – Basic Proposal Form  
PROPOSAL FOR AUCTIONEER SERVICES  
AUCTIONING OF TAX POSSESSION PROPERTIES**

As required by Massachusetts General Laws, Chapter 30B, § 10, the undersigned Proposer certifies under penalties of perjury that this Basic Proposal, including the attached documents, has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals. The undersigned further certifies that it has carefully examined the RFP, including the attached exhibits and all addenda, and it proposes and agrees that it will contract with the City to provide all of the services described therein in the manner and time set forth therein.

The initial term of the contract will be from December 1, 2015 to November 30, 2016. The City reserves the right at its sole discretion to extend the contract for up to two (2) consecutive additional terms. The first renewal term would be for the period from December 1, 2016 to November 30, 2017. The second renewal term would be for the period from December 1, 2017 to November 30, 2018.

If this Proposal is accepted by the City, the undersigned Proposer agrees to execute a contract in the form attached as Exhibit B to the RFP without exception.

The Proposer has, under separate cover, submitted Form B, Price Proposal, which is incorporated into this proposal by this reference.

The Proposer further certifies under penalties of perjury as follows:

- a. That neither Proposer nor any member of the Proposer's team is currently suspended or debarred from doing business with any government entity.
- b. That it has reviewed all of its engagements and pending engagements and that, in making this proposal, no potential for conflict of interest or unfair advantage exists.
- c. That the information supplied by the Proposer in this proposal is current, truthful and complete.
- d. That pursuant to Massachusetts General Laws, Chapter 62C, § 49A, the Proposer has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

The Proposer acknowledges receipt of Addenda numbered: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**Signature of Proposer:** \_\_\_\_\_

**Name of Proposer:** \_\_\_\_\_

**State of Incorporation:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**City/State/Zip:**

**Telephone:** \_\_\_\_\_

If this proposal is being submitted by a corporation, the proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed. A certificate of the clerk of the corporation evidencing the officer's authority to execute the proposal shall be attached.

If this Proposal is being submitted by a partnership, it shall be executed in the partnership name by a general partner.

If this Proposal is being submitted by a Joint Venture, it shall be executed by all Joint Venture Partners, and any partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

**THIS BASIC PROPOSAL FORM A, WITH THE PROPOSER'S BASIC PROPOSAL ATTACHED, MUST BE SUBMITTED IN A SEALED ENVELOPE SEPARATELY FROM THE PRICE PROPOSAL.**

**FORM B – Price Proposal Form  
PROPOSAL FOR AUCTIONEER SERVICES  
AUCTIONING OF TAX POSSESSION PROPERTIES**

The undersigned Proposer certifies under penalties of perjury that this Price Proposal, including the attached documents, has been made and submitted in good faith and without collusion or fraud with any other person. As used in the certification, the word “Person” shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals. The undersigned further certifies that he has carefully examined the RFP, including the attached exhibits and all addenda, and it proposes and agrees that it will contract with the City to provide all of the services described therein in the manner and time set forth therein for the prices set forth below.

**Attached to this Form B is the detailed price breakdown for one or more of the alternative methods of compensation, Method 1, Method 2, and Method 3 required by Section IV. of the RFP. Proposers must submit prices for one or more alternatives for each of the three (3) contract terms.**

The Proposer certifies that the information contained in this Price Proposal is current, truthful and complete.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**Signature of Proposer:** \_\_\_\_\_

**Name of Proposer:** \_\_\_\_\_

**State of Incorporation:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

If this Proposal is being submitted by a corporation, the proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed and attested to by the clerk. A certificate of the clerk of the corporation evidencing the officer’s authority to execute the proposal shall be attached.

If the proposal is being submitted by a partnership, it shall be executed in the partnership name by a general partner. If this Proposal is being submitted by a Joint Venture, it shall be executed by all Joint Venture Partners, and any partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

**THIS PRICE PROPOSAL FORM MUST BE SUBMITTED IN A SEALED ENVELOPE SEPARATELY FROM THE BASIC PROPOSAL.**

**PRICE PROPOSAL**

**1. METHOD 1: FLAT FEE:**

A. December 1, 2015 – November 30, 2016: The sum of \_\_\_\_\_

B. December 1, 2016 – November 30, 2017: The sum of \_\_\_\_\_

C. December 1, 2017 – November 30, 2018: The sum of \_\_\_\_\_

**2. METHOD 2: COMMISSION:**

A. December 1, 2015 – November 30, 2016: \_\_\_\_\_%

B. December 1, 2016 – November 30, 2017: \_\_\_\_\_%

C. December 1, 2017 – November 30, 2018: \_\_\_\_\_%

**3. METHOD 3: ALTERNATIVE COMPENSATION STRUCTURE, IF ANY:**

**4. ANY OTHER FEES, EXPENSES, AND COSTS, OF ANY KIND WHATSOEVER, WHETHER TO BE PAID BY THE CITY OR THE SUCCESSFUL BIDDER, IN ADDITION TO OR INSTEAD OF THE COMPENSATION STATED ABOVE IN METHOD 1, 2, OR 3 MUST BE STATED HEREIN:**

**CITY OF CHELSEA**  
**REQUIRED RESPONSE SUBMITTAL FORM**

**REFERENCE FORM**

Responder: \_\_\_\_\_

Title of Project: **Auctioneer Services – Auctioning of Tax Possession Properties**

**Responder must provide references for:**

All contracts performed within the past five years of similar size and scope to this contract

- Reference: \_\_\_\_\_
- Address: \_\_\_\_\_
- Contact: \_\_\_\_\_
- Phone: \_\_\_\_\_
- Fax: \_\_\_\_\_
- Description and date(s) of services provided:

- Reference: \_\_\_\_\_
- Address: \_\_\_\_\_
- Contact: \_\_\_\_\_
- Phone: \_\_\_\_\_
- Fax: \_\_\_\_\_
- Description and date(s) of services provided:

- Reference: \_\_\_\_\_
- Address: \_\_\_\_\_
- Contact: \_\_\_\_\_
- Phone: \_\_\_\_\_
- Fax: \_\_\_\_\_
- Description and date(s) of services provided:

## **EXHIBIT A**

### **SAMPLE TERMS AND CONDITIONS OF SALE**

1. Prior to the start of the auction, all bidders shall be required to provide verification of their deposit in the amount of Five Thousand Dollars (\$5,000.00), in the form of a certified check, bank check or money order, per property, payable to the City of Chelsea. The successful bidders' checks will be non-refundable. The successful bidders shall pay the balance of the purchase price at the time of the closing by certified check, bank check, money order or attorney's trustee check. Bids shall be made in a minimum of One Thousand Dollar (\$1,000.00) increments, or an amount as specified by the Auctioneer.
2. When specified by the City, a building may be auctioned with conditions that include pre-qualifying all bidders according to a development plan for the property. These buildings will be identified at least one month before the auction. All bidders shall be required to submit a development plan that includes appropriate documentation based on these conditions. City staff from the Planning and Development Department will review the plans and documentation to ensure that these conditions are met by each bidder who intends to bid one week before the auction. Conditions include but are not limited to renovation plans based on city supplied specifications intended to remedy all code issues, illustrated financial capacity, experience owning and managing commercial or residential property, and willingness to enter into legal agreements that include timelines for compliance. This development plan must conform with the City of Chelsea Zoning and Ordinance requirements.
3. Any materials or documents concerning this auction prepared or furnished by the City of Chelsea or the Auctioneer are solely for informational purposes. No warranty or representation is made as to the accuracy or completeness of the information. Prospective purchasers should make their own investigations and inspections and draw their own conclusions.
4. All properties will be sold "as is". The City of Chelsea, its Tax Title Custodian, its employees, representatives, and/or agents make no warranties or representations as to the properties, including but not limited to, their condition, construction, fitness for habitation or whether they conform to applicable state or local building and sanitary codes. Some information may be supplied by the City that illustrates the level of renovation that must be done on each property to bring it into code compliance. These documents are furnished solely for informational purposes and to meet minimum conditions to pre-qualify bidders. No warranty or representation is made as to the accuracy or completeness of the information, even in cases where the bidder is required to bring the property up to code compliance. Prospective purchasers should make their own investigations and inspections and draw their own conclusions.

5. In case of any damage to the premises by fire or other casualty, after the signing and delivery of the Memorandum of Sale of Real Property, the successful bidder shall bear the risk of loss. Successful bidder must provide an insurance binder that will be activated at execution of deed.
6. The properties shall be conveyed subject to any environmental conditions, including, but not limited to, hazardous waste conditions which may or may not be in compliance with any applicable laws, policies or regulations.
7. The properties shall be conveyed subject to tenants or occupants, if any. It will be the responsibility of the successful bidder, not the City of Chelsea or its Tax Title Custodian, to evict any former owner or any other person who may be residing or conducting a business on the premises and to remove any personal property.
8. The properties shall be conveyed subject to the right of redemption, if any, of the United States of America.
9. The Tax Title Custodian reserves the right to reject any bid from any bidder, cancel the sale to any bidder and retain the deposit from any bidder who:
  - a. In connection with a previous Tax Title Auction failed to:
    1. Close on the purchase of a property;
    2. Perform, in a timely manner, any rehabilitation on a property; and/or
    3. Comply with or violated any terms and conditions of sale;
  - b. Was the owner of any property upon which the City foreclosed for failure to pay:
    1. Real Estate Taxes; and/or
    2. Any other indebtedness; or
  - c. Has current code or ordinance violations or has previously failed to comply with Orders issued by any code enforcement department including, but not limited to, housing, building, fire and zoning, as determined by the City's Inspectional Services Department or any similar code enforcement entity in the Commonwealth. A chronic history of code and ordinance violations and/or listing on the City's Problem Properties Watch List also can result in the bid being rejected by the City. Any officer, director, stockholder or member who holds ten percent (10%) or more of the outstanding stock of a corporation, limited liability company, trust, partnership, joint venture, or any other business entity, which has current code or ordinance violations or has previously failed to comply with Orders issued by any code enforcement department, as determined by the City's Code Enforcement Department, shall cause said corporation, limited liability company, trust, partnership, joint venture, or any other business entity to be subject to the provisions of this paragraph.

10. The Tax Title Custodian reserves the right to reject any and all bids at said auction and may adjourn the same if, in his opinion, no bid is made which approximates the fair market value of the property. Any adjournment thereof may be made from time to time for such periods as the Tax Title Custodian deems expedient giving notice thereof at the time and place appointed for the sale or for any adjournment thereof.
11. Sale shall not be made to the prior owner or to an agent, representative or straw of the prior owner.
12. Sale shall not be made to any person who owes the City of Chelsea any monies in the form of previously incurred real estate taxes, rents, water and sewer charges, motor vehicle excise taxes, personal property taxes, parking tickets or any other indebtedness. A corporation, limited liability company, trust, partnership, joint venture, or any other business entity shall be deemed to be a person within the meaning of this paragraph. Any officer, director, stockholder or member who holds ten percent (10%) or more of the outstanding stock of said corporation, limited liability company, trust, partnership, joint venture, or any other business entity, and who owes any monies to the City of Chelsea as aforesaid shall cause said corporation, limited liability company, trust, partnership, joint venture, or any other business entity to be subject to the provisions of this paragraph.
13. In the event a deposit is received from any person in violation of these Terms and Conditions of Sale, and the deed of transfer has passed, the purchaser will on demand re-convey to the City of Chelsea, at no cost and for no consideration, all his/her right, title and interest in the purchased property. If such a violation of these Terms and Conditions of Sale should be determined to exist prior to the passing of the deed to the property, the sale shall be cancelled. All monies or deposits collected shall be forfeited and applied to any prior real estate taxes, rents, water and sewer charges, motor vehicle excise taxes, personal property taxes, parking tickets or any other indebtedness owed by the purchaser, former owner, agent, representative, or straw to the City of Chelsea on any property owned by the purchaser or the aforementioned.
14. The successful bidder shall be required to submit an Affidavit pursuant to M.G.L. c. 60, §77B. Also, the successful bidder will be required to submit an Affidavit of Disclosure of Property Owned in the City of Chelsea. Copies of the aforementioned Affidavits are available online at [www.chelseama.gov](http://www.chelseama.gov) or by contacting [Proposer] at (123) 456-7890. Copies will also be available at the Auction.
15. The successful bidder for any residential property constructed prior to 1978 will be required to sign a Lead Paint Notification Waiver and a Property Transfer Notification Certification. Copies of the aforementioned documents are available

online at [www.chelseama.gov](http://www.chelseama.gov) or by contacting [Proposer] at (123) 456-7890. Copies will also be available at the Auction.

16. The City shall install smoke detectors and carbon monoxide detectors in any residential property prior to closing.
17. All plans and evidence of financing relating to rehabilitation, new construction and site development shall be submitted to the Department of Planning and Development for review and approval prior to transfer of title. After transfer of title, the timeline for completion of authorized work is as follows:
  - a. All immediate health and safety issues must be remediated. During the interim before the development plan is implemented the property must be properly secured and kept free of scrub vegetation, litter and graffiti.
  - b. Rehabilitation and landscaping, fencing and paving shall be completed within six (6) months of transfer of title; and
  - c. Property needs to be actively marketed for occupancy or actually occupied no later than three months after
18. Prior to exterior renovations to all property sold through this process, the Buyer must submit his/her plans to, and obtain approval from, the Chelsea Department of Planning and Development.
- 19.
20. At closing, the successful bidder shall execute a Reverter Deed to the City which shall be held in escrow by the City pending satisfaction of any deed restrictions and the Terms and Conditions of Sale.
21. All properties will be sold free and clear of any unpaid real estate taxes or municipal liens assessed prior to foreclosure by the City. However, the successful bidder is required, pursuant to M.G.L. c. 44, §63A, to make a payment in lieu of taxes from the date of the deed transferring title from the City to the successful bidder to **June 30, 2012** (the end of the Fiscal Year). Such tax shall be computed by applying the tax rate for such fiscal year to the sale price.
22. An annual “in lieu of tax” payment will be required of any tax-exempt entity purchasing property at this auction. The “in lieu of tax” payment will be calculated as follows:

(Assessed Value per Thousand) x (Tax Rate) x (Fifty Percent).
23. Upon payment (by certified check, bank check, money order or attorney’s trustee check) of the payment in lieu of taxes, the balance of the bid amount, recording fees and the Buyer’s premium by the successful bidder, a duly authorized

representative of the City of Chelsea will deliver a Quitclaim Deed transferring title from the City to the successful bidder.

24. The City of Chelsea will record such deed at the Suffolk County Registry of Deeds after the execution thereof and the successful bidder, pursuant to M.G.L. c. 60, §77A, shall pay the expense of such recording.

25. All conditions, restrictions or covenants announced at the auction for specific properties are to be taken and construed as running with the land and are to be binding upon said grantee, its successors, assignees, grantees and lessees for a term of thirty (30) years after the date of the deed creating them unless released by the City.

26. Each deed from the City conveying a property to a successful bidder shall contain the following restrictions:

a. The grantee cannot sell the property to any other purchaser until the authorized work is completed and approved by the City's Office of Planning and Development; and

b. If the grantee violates any term and/or condition of sale, the City reserves the right to record the Reverter Deed thereby conveying the property back to City ownership at no cost and for no consideration

27. Time line for closing:

a. If constructing a new building or rehabilitating an existing building, successful bidders must submit all documents to the Office of Planning and Development within forty-five (45) days after auction;

b. The Office of planning and Development will have up to thirty (30) days to approve all documents;

c. Closing will take place within thirty (30) days after the Office of Planning and Development approves documents.

28. The Tax Title Custodian reserves the right to sell to the second highest bidder in the event that the highest bidder defaults or to the third highest bidder in the event that the second highest bidder defaults. However, this reservation of rights should not be construed as requiring the Tax Title Custodian to sell to the second highest bidder or the third highest bidder in the event of such default.

29. All properties will be sold subject to a Buyer's Premium of \_\_\_\_\_

30. These Terms and Conditions are incorporated into the Memorandum of Sale of Real Property, a copy of which is available online at [www.chelseama.gov](http://www.chelseama.gov) or by contacting [Proposer] at (123) 456-7890. Copies will also be available at the

Auction. The Tax Title Custodian, in his discretion, may announce additional terms and conditions with respect to the entire auction and/or specific properties at auction at the time of the sale, which terms and conditions are also incorporated into the Purchase and Sale Agreement.

**CITY OF CHELSEA**

**By:** \_\_\_\_\_  
**Robert B. Boulrice**  
**Treasurer, Tax Title Custodian**

**EXHIBIT B**

**THIS IS A SAMPLE CONTRACT. THE PROPOSER SHOULD BE WILLING TO SIGN A CONTRACT CONSISTENT WITH THESE TERMS**

CITY CONTRACT NO. \_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL AUCTION SERVICES**

This Agreement is made effective November 1, 2015, by and between the **CITY OF CHELSEA**, a municipal corporation with a usual place of business at 500 Broadway, Chelsea, Massachusetts 02150, acting through its City Treasurer, with the approval of the City Manager, (“City”) and \_\_\_\_\_, (“Auctioneer”) a (individual/corporation) with a principal place of business at \_\_\_\_\_.

WHEREAS the City requires an auctioneer with expertise in live (outcry) as well as on-line auctions for properties acquired by the City following tax title foreclosures and other properties designated by the Treasurer to be auctioned (“Properties”); and

WHEREAS the City requires the services of a qualified auctioneer to provide auction services and advice to the Treasurer and to the City, and

WHEREAS the Auctioneer has the qualifications, ability, and expertise in the real estate auction field to perform the services required by the City, and

WHEREAS the Auctioneer is willing to provide the services described herein on the terms and conditions provided herein,

NOW THEREFORE, the City and the Auctioneer, hereby agree as follows:

**1. SCOPE OF SERVICES**

**A. General Provisions**

The Auctioneer, in a professional and proper manner, to the satisfaction of the City, and in accordance with the law and industry standards, shall provide the services enumerated herein with respect to those properties assigned to the Auctioneer, in writing, by the City.

**B. Pre-Auction Services**

**1. Property Selection**

If requested by the City, the Auctioneer shall consult and provide advice to the City in the selection of properties to be auctioned.

**2. Site Visit and Data Collection.**

The Auctioneer shall conduct appropriate site visits and photograph or otherwise become familiar with the properties to be auctioned. When resources are available, the City will assist the Auctioneer in gathering data regarding the properties but nothing herein is meant to diminish the Auctioneer's obligation to become familiar with the Properties. The Auctioneer shall maintain the information, photographs, and data in a manner allowing its distribution to persons interested in any of the properties.

3. Open Houses

The Auctioneer shall conduct open houses for potential buyers to view the properties if required by the City and upon prior approval by the City.

4. Seminars

The Auctioneer shall conduct informational bidder seminars for parties interested in the properties as required by the City.

**C. Communications with Interested Parties**

1. Inquiries

The Auctioneer shall track and answer all inquiries, whether in person, mail, telephone, or e-mail, and respond to all inquiries from interested parties.

2. Communications

The Auctioneer shall communicate directly with persons who have indicated an interest or who the auctioneer believes may have an interest in any of the properties and distribute information regarding the properties, as appropriate, by mail, facsimile, or via the internet.

**D. Marketing**

1. Promotional Materials

Subject to the review, approval, and satisfaction of the City, the Auctioneer shall prepare appropriate marketing materials, including but not limited to brochures, advertisements, mailings, posters, post cards, and web pages.

2. Web-based Promotion

The Auctioneer shall promote the properties on a website which will be open to all prospective bidders upon approval of the City. In addition, the Auctioneer's website shall be linked to the City's website.

3. Advertising

The Auctioneer shall prepare and place advertisements in appropriate publications as required by law, as suggested by industry standards, and dependent upon the quantity and quality of the properties to be offered in each auction. The Auctioneer and the City shall work cooperatively in determining the appropriateness of incurring advertising expense as to particular properties or auctions.

4. Direct Mailing

The Auctioneer shall send direct mailings to prospective bidders, including targeting mailings to abutters, following up the direct mailings with email notifications, where appropriate depending on the particular property or auction. The Auctioneer and the City shall work cooperatively in determining the appropriateness of incurring direct mailing expense as to particular properties or auctions.

5. Postings

The Auctioneer shall post signs, where and when appropriate, promoting the auction as to all properties. The Auctioneer shall remove signs no later than fourteen (14) days after the auction.

6. Press Release.

For issuance by the City, and subject to review and approval of the City, the Auctioneer shall prepare a draft press release about each auction. The draft must be completed and forwarded to the City at least one week prior to the scheduled auction date.

7. Cost and Expenses. The Auctioneer shall be responsible for the payment of all marketing costs and expenses.

**E. Auction**

1. Logistical and Technical Services

The Auctioneer shall prepare, to the satisfaction of the City, all reasonable auction day logistical and technical arrangements to facilitate the auction, including but not limited to

- a. Organizing the venue
- b. Setup of the room
- c. Videotaping the event
- d. LCD projection of the properties to be auctioned
- e. Documenting bid increments
- g. Posting of signs and personnel at the venue directing potential bidders to the room where the auction is to be conducted.

2. Registration and Pre-qualification of Bidders

The Auctioneer, on the day of the auction, shall pre-qualify, register, and obtain all pertinent information from prospective bidders.

3. Conduct the Live Auction

The Auctioneer shall conduct the auction with an experienced licensed auctioneer, an assisting licensed auctioneer, and a sufficient number of staff, including experienced ring men.

4. Check-Out Process

The Auctioneer shall provide, if requested by the City, a smooth check-out process and obtain all required documents from successful bidders, including but not limited to

- A. the contracts/memorandum of sale(s)
- b. All required affidavits
- c. Other documents as required by the City.

#### **F. Retention of Auction Records**

The Auctioneer shall retain a copy of each auction report and all records germane to the auction for seven (7) years after delivery of the auction report to the City, or for seven (7) years after any disposition of any judicial proceedings, whichever is later.

#### **G. Consultation with City**

The Auctioneer shall advise and consult with the City regarding services performed or to be performed by the Auctioneer pursuant to this Agreement at such times as may be mutually convenient to the parties to this Agreement, without additional charge to the City. The Auctioneer shall initiate such consultations whenever he is in doubt or requires legal advice of any aspect of the auctions to be furnished under this Agreement. There shall be no charge by any party for such consultations.

#### **H. Auction Reports**

The Auctioneer shall prepare an Auction Report detailing the results of each auction. The Auction Report shall contain information as required by this Agreement. The Auctioneer shall provide TWO copies of each Auction Report to the City within five (5) business days of the auction. The Auctioneer shall submit a separate report for each parcel.

#### **I. Contents of Auction Report**

Each Auction Report shall contain at least the following information. The information may be provided on a preprinted form:

1. Cover Sheet headed "Auction Report for City of Chelsea" stating
  - (a) Parcel I.D.
  - (b) Parcel Assessed Value
  - (c) Date of Report
  - (d) Parcel Number
  - (e) Property Address
  - (f) Purchaser information including name, address, telephone number, e-mail address, and any other helpful contact information
2. The certifications of the Auctioneer that
  - (a) to the best of his/her knowledge and belief, everything contained in the Auction Report is true and no relevant or important fact has been omitted; and
  - (b) the Auctioneer has no past, present, or prospective interest (including that of a real estate agent or broker) in the property, the parties involved, or any other interest

that would conflict in any way with the services performed or the making of an impartial Auction Report.

3. Copy of Auction Sale Terms
4. Signature of the Auctioneer.

**J. Acceptance of Beginning Bids at a Reserve Selected by the City**

The City, in its discretion, may set minimum bid amounts for the properties. If requested by the City, the Auctioneer shall assist in the determination of minimum bid amounts. When applicable, the City will provide the Auctioneer, prior to the date of the Auction, the minimum bid amounts. The Auctioneer will not declare a property sold without the approval of the City.

**K. Records**

The records of the Auctioneer insofar as they relate to this Agreement shall be kept on a generally recognized accounting basis. The City, by its Treasurer, Auditor, Comptroller, or other duly authorized representative, shall have a reasonable right to inspect, review, and copy the record of the Auctioneer relating to services performed under this Agreement. The Auctioneer will provide to the City information regarding the high bidder and the second highest bidder (“under bidder”). All marketing material created by the Auctioneer and any database of potential bidders created by the Auctioneer shall be the proprietary property of the Auctioneer, except to the extent that the database contains information with respect to those parties who bid, or who were pre-qualified to bid, at the auctions that are conducted pursuant to this Agreement.

**L. Affidavit Regarding Notice of Auction**

Within two weeks after the conclusion of an auction, the Proposer shall prepare, execute, and deliver an affidavit to the City setting forth the following: (i) the details (and copies of) any advertising conducted by the Proposer for the auction and (ii) the names and addresses of any parties to whom notice of the auction was sent.

**M. Restrictions**

The Auctioneer acknowledges and understands that the City may require certain restrictions as to the auction of some or all of the properties and, if so, the Auctioneer shall auction the properties subject to such restrictions. The Auctioneer shall, in a clear and understandable manner, orally disclose any restrictions prior to the opening of bidding at an auction. The Auctioneer shall also provide the full text of any restrictions on the Proposer’s website, in the bidder’s package, in mailings, and in the visual presentation used at the auction.

**2. TIME**

This Agreement shall be for a term of twelve (12) months commencing on November 1, 2015 and ending on October 31, 2016. The City reserves the right at its sole discretion to extend this Agreement for up to two (2) consecutive additional terms. The first renewal term would be for the period from November 1, 2016 to October 31, 2017. The second renewal term would be for the period from November 1, 2017 to October 31, 2018.

**3. COMPENSATION** *(This section will be drafted consistent with bid proposal accepted by the City)*

**[ ]. Appropriation**

The City's obligation to pay fees or compensation of any kind to the Auctioneer from City funds is subject to an appropriation being made to provide the funds to make the payment.

**4. TERMINATION**

A. If the Auctioneer shall fail to timely, professionally, and properly perform the services required or contemplated by this Agreement, then the City shall have the right to immediately terminate this Agreement and suspend or terminate payments to the Auctioneer by written notice signed by the Treasurer or his delegate.

B. The City shall have the right to terminate this Agreement for convenience upon thirty (30) calendar day's written notice to the Auctioneer by the Treasurer or his delegate.

C. The Auctioneer shall have the right to terminate this Agreement for convenience upon thirty (30) calendar day's written notice to Treasurer of the City.

D. The obligations of the parties for payments or services shall end upon termination of this Agreement.

**5. REMEDIES OF THE CITY**

If the Auctioneer shall in any manner breach any provision of this Agreement, the City shall be entitled to all remedies available at law for breach of contract in addition to any remedies provided herein.

**6. LIABILITY**

A. The Auctioneer shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from any and all suits and claims arising from any act or omission of the Auctioneer, his agents, servants, associates, consultants, employees, partners, or

vendors in any way associated with the performance of this Agreement. The Auctioneer shall require each subcontractor to agree in their subcontract not to make any claim against the City, its offices, agents, or employees, by reason of such subcontract or any acts or omissions of the Auctioneer.

B. The City represents and warrants that it has full authority to sell, without restriction of any kind or nature whatsoever and without encumbrance of any kind or nature, full title and ownership to all of the properties assigned to the Auctioneer for auction purposes. In that regard, the City, subject to Massachusetts law regarding immunities and procedural and monetary limitations including M.G.L. c. 258, does hereby agree to defend and hold harmless the Auctioneer from any and all responsibility arising out of a claim that the properties or any part thereof should not have been sold at the auction to which this Agreement relates. Nothing in this paragraph is meant to diminish or provide indemnity for the Auctioneer's responsibility for its own acts and omissions. Nothing in this paragraph is meant to convey any rights to third parties or to create a liability of the City to third parties.

C. The Auctioneer is required to inform prospective bidders that neither the City nor the Auctioneer warrants or guarantees the properties as to approved uses, zoning, conformance to any laws or regulations, or fitness for a particular purpose. The Auctioneer does not warrant or guarantee the properties as to title, size, approved uses, zoning, conformance to any laws or regulations, or fitness for a particular purpose. In that regard, the City by these presents, subject to Massachusetts law regarding immunities and procedural and monetary limitations including M.G.L. c. 258, does hereby agree to defend and hold harmless the Auctioneer from any and all responsibility arising out of a claim relating to title, size, approved uses, zoning, conformance to any laws or regulations, or fitness for a particular purpose of the properties sold at the auction to which this Agreement relates. Nothing in this paragraph is meant to diminish or provide indemnity for the Auctioneer's responsibility for its own acts and omissions. Nothing in this paragraph is meant to convey any rights to third parties or to create a liability of the City to third parties.

D. At all times the Auctioneer is an independent contractor and not an employee or agent of the City.

## **7. INSURANCE**

A. The Auctioneer accepts that the City is self-insured and that the Auctioneer, in addition to indemnity provided in paragraph 6, shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from law suits or other claims of liability or damages of any kind arising out of or based on any claimed act or omission of the Auctioneer or any of its sub-consultants.

B. The Auctioneer shall maintain during the entire duration of this Agreement

- 1) For all employees or consultants working in Massachusetts, Worker's compensation and employer's liability insurance as required by the Commonwealth of Massachusetts.
- 2) Comprehensive automobile and vehicle liability insurance covering claims for based on personal injuries, including death, and/or damages to property arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with not less than \$1,000,000 combined single limits.
- 3) Commercial general liability insurance covering claims based on personal injuries or damage to property arising out of any covered act or omission of the Auctioneer or of any of its employees, agents, or subcontractors, with not less than \$1,000,000 combined single limits.
- 4) Professional liability insurance with per claim and annual aggregate limits of not less than \$1,000,000.

The City shall be named as an additional insured with respect to liabilities hereunder in insurance coverages identified in items "2" and "3", and the Auctioneer waives subrogation against the City as to said policies. The policies will provide that they will not be cancelled without 30 days prior notice to the City.

The insurers will be authorized to do business in Massachusetts.

Copies of ALL **insurance certificates** are REQUIRED to be attached to this Agreement.

## **8. SUCCESSORS AND ASSIGNS**

A. The City and the Auctioneer each binds itself, its associates, consultants, partners, successors, assigns, and legal representatives to such other party with respect to all covenants of this Agreement.

B. Neither the City nor the Auctioneer shall assign any interest in this Agreement or transfer any interest in the same, whether by assignment or novation, without the prior written approval of the other party hereto.

## **9. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, the Auctioneer agrees as follows:

A. The Auctioneer will not discriminate against any bidder, prospective bidder, interested party, client or applicant for services because of race, color, religion, gender, sexual orientation, disability, family status or national origin. The Auctioneer will take affirmative action to ensure that bidders, prospective bidders, interested parties, clients, applicants and employees are treated without regard to their race, color, religion, gender, sexual orientation, disability, family status or national origin.

B. In the event of the Auctioneer's noncompliance with the nondiscrimination clauses of this Agreement or with any such laws, rules, regulations, or orders, this

Agreement may be canceled, terminated, or suspended in whole or in part and the Auctioneer may be declared ineligible for further City contracts.

## **10. CONFLICT OF INTEREST**

A. The Auctioneer covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services required or contemplated by this Agreement. The Auctioneer further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Auctioneer.

B. No member, officer, or employee of the City, or its designees or agents, and no member of the governing body of the City, and no other public official of the City during their tenure with the City and for one year thereafter shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, or for any services to be performed in connection with this Agreement.

## **11. APPLICABLE LAW AND EXCLUSIVE FORUM**

A. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

B. It is the express agreement of the parties to this Agreement that the exclusive venue of all legal actions and procedures of any nature whatsoever which relate in any way to this Agreement shall be the Superior Court of Hampden County, Department of the Trial Court of the Commonwealth of Massachusetts, or the United States District Court for the Western District, both sitting in Chelsea, Massachusetts.

## **12. COMPLIANCE WITH LAWS**

The Auctioneer shall comply with all applicable laws, rules, and regulations promulgated by all local, state and national boards, bureaus and agencies.

## **13. EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated Agreement between the City and the Auctioneer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Auctioneer.

Signatures of all required parties.