

Request for Proposals
By
Allegany County
For
ONLINE AUCTION SERVICES

OBJECTIVE:

Allegany County, New York (hereinafter called “the County”) is currently seeking requests for proposals (RFPs) from qualified auctioneers, auctioneer firms, and/or companies (hereinafter called “the Proposer”) authorized to do business in the State of New York to host and administer a competitive online auction for the public sale of tax foreclosed real property.

Auctions shall be of real property, including buildings/improvements, but shall not include the personal property of the former owner(s). The properties are sold “as is, where is” without warranty expressed or implied, and such other conditions as are enumerated in the *Notice to Bidders and Terms of Sale* approved by the governing body.

The County has previously sold the following number of properties acquired through the tax foreclosure and sale proceedings:

2019 - 69 parcels	Gross Proceeds - \$391,701
2018 - 73 parcels	Gross Proceeds - \$413,472
2017 - 62 parcels	Gross Proceeds - \$384,450

The County will provide cooperative services between the County Treasurer, the County Director of Real Property, their respective staffs, and the successful Proposer. The catalog of parcels for sale will be completed by the Proposer in conjunction with the County Treasurer’s Office. The catalog will be posted online on the County’s website page, and hard copies will also be available at the County Office Building located at 7 Court Street, Belmont, New York, and at other venues as agreed upon by each party. Closing documents will be prepared by the County and the Proposer as mutually agreed upon. The County reserves the right to add, delete, or withdraw parcels from the delinquent tax parcel inventory up until the time of the actual sale.

SCOPE OF THE PROPOSED PROJECT:

The Proposer must, at a minimum, be qualified to perform or provide the following:

1. Market listed properties locally and statewide.
2. Prepare and publish an auction catalog, which shall include a photo, tax map, and brief description of each available property as well as all of the terms and conditions of the auction.
3. Post signs on available properties where practical.
4. Provide 24/7 support coverage for bidders in the pre- and post-auction periods.

5. Offer credit card processing through the first five (5) days of the post-auction period.
6. Be responsible for all other expenses related to promoting and running an auction, with the County, however, agreeing to pay only for the costs of addressing legal notices.
7. Provide the County with a list of all registered bidders who attend the online auction.
8. Collect ten percent (10%) or one hundred fifty dollars (\$150.00) of the purchase price, whichever is greater, as a down payment on behalf of the County by cash, credit card, or guaranteed funds.
9. Distribute closing documentation to successful bidders under the guidance of the County Treasurer's Office.
10. Assist the County in executing the "left-over" parcel sale as an online auction at a date to be determined by the County Treasurer.
11. Provide at least two (2) licensed real estate professionals to assist the auctioneer while the bidding is completed.

INSTRUCTIONS TO BIDDERS:

GENERAL

Date of Notice: June 7, 2022
Contracting Agency: Allegany County
Contacts: Terri L. Ross, County Treasurer
terri.ross@alleganyco.gov
(585) 268-9290

SUBMISSION OF PROPOSALS:

Proposals must be received by 4:00 p.m. on **June 30, 2022** as an electronic copy in pdf format. Proposals must be transmitted via attachment to an email titled "Proposal for Online Auction Services" and addressed to both Terri L. Ross at terri.ross@alleganyco.gov and Jenna L. Kelley at jenna.kelley@alleganyco.gov.

MINIMUM PROPOSAL REQUIREMENTS:

All proposals must contain the following information:

1. A detailed description of the proposed services to be provided based on the Proposer's recommendation to accomplish the scope of work detailed above for this project, including:
 - a. Details of the Proposer's marketing plan;
 - b. Examples of the presentation of parcel information included in auction booklet; and
 - c. Anticipated staffing levels for the project by task.
2. Essential information about the auctioneer, auctioneer firm, or company providing the service, including the correct and full legal name of the business, tax identification number, a listing of all of the personnel involved in the proposal, ownership of the business, legal address, phone number, email address, and website address.

3. Provide documentation of at least (3) three municipalities for whom your auctioneer, auctioneer firm, or company has auctioned real property in the past year. The information should include a key person's contact name and all contact information.
4. Proposed compensation plan or fee structure to be covered by the Proposer's premium.
5. Information about whether or not you have ever had an Auctioneer's or Real Estate License suspended or revoked by any government agency.
6. Information about whether or not you have ever had an Auction Services Contract or Agreement suspended or revoked for cause by any government agency.
7. Completion of all the attached standard required County RFP submission documentation, including:
 - a. Contact information/proposal cover sheet;
 - b. Signed Certificate of Non-Collusion;
 - c. Acknowledgement of insurance requirements;
 - d. Signed Hold Harmless Clause Documents; and
 - e. Signed Certification of Compliance with the Iran Divestment Act.

NON-COLLUSIVE BIDDING CLAUSE AND CERTIFICATE:

a) Clause –

“By submission of this bid, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.”

b) The contractor shall submit a signed and dated Non-Collusive Bidding Certificate with its bid. Said certificate is mandated by Chapter 956 of the Laws of New York State, pursuant to Section 103-D of the General Municipal Law. Reference the “NON-COLLUSIVE BIDDING CERTIFICATE” form included in this bid document.

HOLD HARMLESS CLAUSE AND FORM:

a) Clause –

“The contractor agrees that it shall at all times save harmless the County of Allegany from all claims, damages or judgments or for the defense or payment thereof, based on any claim, action

or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of the contractor and in particular as may arise from the performance under this contract. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.”

a) The contractor shall submit a signed and dated Hold Harmless Clause form with its bid. Reference the “HOLD HARMLESS CLAUSE” form included in this bid document.

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION:

Contractor hereby represents that said contractor is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”.

By submission of this proposal, each contractor and each person signing on behalf of any contractor certifies and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each contractor is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b).

The contractor shall submit a signed, notarized and dated Iranian Energy Sector Divestment Certification with its proposal.

Said certificate is mandated by Section 103-g of the General Municipal Law. Reference the Iranian Energy Sector Divestment Certificate form included in this document.

INQUIRIES AND ADDENDA:

All inquiries concerning this project or the scope of work must be made no later than **June 24, 2022**, and should be directed to Terri L. Ross, County Treasurer, or Jenna L. Kelly, Deputy County Treasurer. Questions must be submitted in writing, by e-mail to terri.ross@alleganyco.gov or to jenna.kelley@alleganyco.gov, or by mail to 7 Court Street, Belmont, New York 14813. All questions will receive a written response.

LATE PROPOSALS:

The Proposer shall bear sole responsibility for the delivery of their proposal in a timely manner. Reliance upon the U.S. Postal Service or other carriers is at the Proposer’s risk. Late proposals shall not be considered and shall be returned unopened.

MODIFICATION OR WITHDRAWAL OF PROPOSALS:

A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where proposals are to be submitted at any time prior to the scheduled time for opening of proposals.

No proposal may be modified, withdrawn, or canceled for a period of one hundred twenty (120) days after the date of the proposal opening and all proposals shall be subject to acceptance by the County during this period.

EVALUATION, SELECTION, AND AWARD:

A committee comprised of County staff shall review and rank all proposals according to qualifications. The committee will evaluate submissions received that conform to the instructions above. The committee's recommendation of a preferred auctioneer, firm, or company will be submitted to the Allegany County Board of Legislators for approval to proceed in the evaluation process.

Every proposal submitted will be reviewed in accordance with the following criteria:

1. Professional Qualifications;
2. Experience;
3. Auction procedures and detail of items handled by the Auctioneer as outlined in the specifications; and
4. Compensation required.

The award, if any, will be made within thirty (30) calendar days of the opening date. All successful proposers shall be notified by the County Treasurer of any contracts they have been awarded.

Selection shall only be made from proposals submitted by qualified, responsive, and responsible entities who sufficiently meet the terms, conditions, and specifications stated herein.

It is the Proposer's responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the Proposer's proposal.

RIGHT TO SEEK CLARIFICATION, ACCEPT OR REJECT PROPOSAL(S):

Allegany County reserves its right to require clarification for the purpose of assuring a full understanding of the Proposer's responsiveness to the solicitation requirements. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers, or to cancel the entire or any part of this RFP, if it is deemed in the best interest of the County to do so.

TERMINATION:

The County, upon ten (10) calendar days' notice to the Proposer, may terminate any contract(s) resulting from this RFP, in whole or in part, when the County deems it to be in its best interest, whether with or without cause. In such event, the Proposer shall be compensated and the County shall be liable only for payment for goods, materials, equipment and/or services provided under any contract(s) awarded as a result of this bid up to the effective date of termination.

In the event of a dispute as to the value of services rendered by the vendor prior to the effective date of termination, it is understood and agreed that the County shall determine the value of such services rendered by the Proposer. Such reasonable and good faith determination shall be accepted by the Proposer as final.

In the event the County determines that there has been a material breach by the Proposer of any of the terms of any contract(s) awarded as a result of this RFP and such breach remains uncured for five (5) days after service on the Proposer of written notice thereof, the County, in addition to any

other right or remedy it might have, may terminate any contract(s) awarded as a result of this bid and the County shall have the right, power and authority to complete that which is required by the contract awarded as a result of this bid, and any additional expense or cost of such completion shall be charged to and paid by the Proposer. Service of notice hereunder shall be effective on the date of mailing.

NON-DISCRIMINATION:

The vendor expressly agrees that:

1. In the hiring of employees for the performance of a contract resulting from this RFP, neither the Proposer, any subcontractor, nor any person acting on their behalf, shall discriminate against any person on the basis of any characteristic or classification protected under New York State or federal anti-discrimination laws, who is otherwise qualified and available to perform the work to which the employment relates; and
2. Neither the Proposer, any subcontractor, nor any person acting on behalf of such Proposer or subcontractor shall, in any manner, harass, discriminate against, or retaliate against any employee hired for the performance of work under this Agreement on account of any characteristic or classification protected under New York State or federal anti-discrimination laws; and
3. In the course of performance of work under a contract resulting from this bid, neither the Proposer, any subcontractor, nor any person acting on their behalf shall, in any manner, harass, discriminate against, or retaliate against any person on account of any characteristic or classification protected under New York State or federal anti-discrimination laws; and
4. That there may be deducted from the amount payable to the Proposer by the County under any contract resulting from this RFP a penalty of fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
5. That any contract resulting from this RFP may be cancelled or terminated by the County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of this section.

CONFLICT OF INTEREST:

The Proposer agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The Proposer further agrees that, in the performance of a contract resulting from this RFP, no person having any such interest shall be employed by it.

The Proposer represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Proposer, to solicit or secure a contract resulting from this RFP, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the vendor) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making a contract resulting from this RFP. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its

discretion, to terminate a contract resulting from this RFP without liability, and to deduct the contract price, or otherwise to recover, the full amount of such fee, commission percentage, gift or consideration.

EMPLOYEE VERIFICATION REQUIREMENTS:

All proposers and all municipal entities included under any contract(s) resulting from an award of this RFP are required to comply with all current state, federal, and local laws, rules, and regulations as they pertain to the verification of the ability of each employee to legally work in this state and country. This includes all employees, subcontractors, and their employees engaged in work covered by said contract.

All proposers shall, upon request, supply the County with certified copies of U.S. Citizenship and Immigration Services Form I-9 for all employees, subcontractors, and their employees. These forms should be on file at the vendor's home office and are available online at <http://www.uscis.gov/files/form/i-9.pdf>. By submitting an RFP for consideration by the County, the Proposer acknowledges that it has complied with and will continue to comply with all regulations and statutes concerning the verification of employee status.

FREEDOM OF INFORMATION LAW:

Proposers are advised that Allegany County is subject to New York State's Freedom of Information Law (FOIL). The County will make every reasonable legal effort to maintain the confidentiality of proposals and negotiations. Proposers are advised to clearly identify and mark any proprietary information in their proposals as "Proprietary Information."

INSURANCE AND STATUTORY COMPLIANCE:

In acceptance of this agreement, the Proposer covenants and certifies that it will comply, in all respects, with all federal, state, and county laws regarding work for municipal corporations including, but not limited to, Workers' Compensation and employer's liability insurance, hours of employment, wages and human rights, and the applicable provisions of General Municipal Law §§103(a) and 103(b), and State Finance Law §§139-a and 139-b.

Pursuant to General Municipal Law §108, the parties hereto agree that this contract **shall be void** and of no effect unless the Proposer shall secure Workers' Compensation for the benefit of, and keep insured during the life of the contract, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

TAXES:

The County is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes, and all other taxes imposed by the State of New York and the federal government. Taxes shall not be included in any contract or proposed price. A tax-exempt certificate will be executed upon the Proposer's request.

NON-COLLUSIVE CERTIFICATE

By submission of this proposal, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;

Unless otherwise required by law, the prices which have been proposed in this proposal have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or in-directly, to any other contractor or to any competitor; and

No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

NAME: _____

ADDRESS: _____

SIGNED BY: _____ TITLE: _____

NAME PRINTED/TYPED: _____

TELEPHONE NUMBER: _____ DATE: _____

PROPOSAL TITLE: _____

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Proposer, any person signing on behalf of any Proposer, and any assignee or subcontractor and, in the case of a joint RFP, each party thereto, certifies, under penalty of perjury, that to the best of its knowledge and belief, that each Proposer and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, the Proposer is advised that any Proposer seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Proposer is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Proposer in default. The County reserves the right to reject any RFP for a Proposer that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Proposer that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Bidder/County nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this _____
day of _____ 20____

Notary Public

HOLD HARMLESS CLAUSE

As a successful contractor, I shall hold harmless the County of Allegany and its representatives thereof from all suits, actions, or claims of any kind brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safe-guarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising or recovered under any law, ordinance, regulation or decree.

NAME OF COMPANY: _____

SIGNED: _____

NAME: _____

TITLE: _____ DATE: _____

PROPOSAL TITLE: _____