

COUNTY OF CORTLAND
REQUEST FOR PROPOSALS

NOTICE TO CONTRACTORS

Sealed Proposals will be received by the Office of the County Treasurer's Office, Cortland County, 60 Central Avenue, Cortland, New York 13045 until 11:00 a.m. on Wednesday, July 9, 2009 for the following: #07-009, Request for Proposal for Professional Auctioneer Services.

Proposals will be publicly opened in the Cortland County Treasurer's Offices immediately following the closing period. Completed proposals will be reviewed and evaluated by the County in anticipation of the awarding of a contract.

Cortland County reserves the right to reject and or waive any and all proposals and to waive any irregularities in procedure. If there are any questions concerning this request, please contact this office.

Sincerely,

Patrick J. O'Mara
County Treasurer

Date: June 9, 2009

**COUNTY OF CORTLAND
REQUEST FOR PROPOSALS**

**PROFESSIONAL AUCTIONEER SERVICES
FOR THE CORTLAND COUNTY TAX ENFORCEMENT OFFICE**

OVERVIEW

Cortland County has adopted Article 11 of the Real Property Tax Law and is responsible for enforcing all delinquent tax liens. The County Treasurer is the Tax Enforcement Officer for the County of Cortland. Tax Foreclosures have taken place for liens covering the years 2004 through 2006 and possibly 2007. On average, a major foreclosure occurs once per year and an auction is held immediately following such foreclosure. Typically, approximately 25 parcels are offered at the annual auction. It is the preference of the County to hold such auction during the summer months when the seasonal population of the County is at its maximum.

METHOD OF AWARD

The proposed contract is a professional services contract, and as such is not subject to the competitive bidding requirements of the General Municipal Law. The award of this contract will be based on: total cost of this service, (both to the County and to prospective purchasers); the proposed marketing/advertising plan; proposed strategies to enhance revenue; and the experience of the proposer in municipal sales and service.

The County of Cortland 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 in part or in its entirety this RFP if it is deemed in the best interests of the County to do so.

The County may award a contract based upon the proposals received, without discussion of such proposals with proposers. Each proposal should, therefore, be submitted in the most favorable terms the proposer can make to the County. The County of Cortland does, however, reserve the right to request additional data or an oral presentation in support of the written proposal.

The award of a contract for the services outlined in this RFP is subject to the approval of the Cortland County Legislature. Contract award decisions will be made public as soon as possible.

Proposers should not assume that their proposal has been approved until receipt of official notification from the County.

TERM OF AGREEMENT

This request for proposal is for a contract period beginning July 20, 2009 and ending December 31, 2009 under the terms and conditions herein. Additionally, any contract awarded may be extended, by mutual consent of the parties, for an additional two years through December 31, 2012.

CONTENTS OF PROPOSAL/SCOPE OF SERVICES

The County has endeavored to incorporate within this RFP all of the elements which it reasonably anticipates will be required to accomplish the intended objectives set forth in this RFP. In submitting a proposal, a proposer is agreeing to provide services consistent with these specifications.

If a proposer identifies an additional element not included in these specifications, which in its judgment would be an essential element to accomplish the intended objectives as articulated in this RFP, the proposer should identify this element in its proposal and explain in detail why the County should consider including this element within the Scope of Services. Conversely, if a proposer identifies a task within the Scope of Services which it believes could be modified or deleted without impacting the objectives of the RFP, the proposer should provide an explanation as to why the task should be deleted or modified. The County reserves the right to accept or reject all additions, deletions or modifications recommended.

If during the engagement the selected proposer or the County identifies additional tasks requisite to the completion of the project, the proposer shall provide services to complete that task. The proposer will provide such services at hourly rates set forth in its price proposal. The undertaking of any of the work or projects identified as a result of this project will be subject to approval by the County Legislature. As such, it is anticipated that there will be a need for meetings and conferences between the selected proposer and County staff.

All proposals shall contain the following information:

1. A complete description of the firm including relevant auction experience in the past five years. This requirement shall include a description of the size and types of sales previously handled; references from at least three (3) customers of similar size and nature; and evidence of financial responsibility. Any additional information supplied may be to the proposer's advantage.
2. A statement of the qualifications and expertise of the firm to provide the proposed services. This requirement shall include copies of licenses to provide auctioneer services.

As part of this requirement, this RFP shall provide a current list of employees, and their qualifications who would be assigned to the Cortland County Auction including the lead person(s) who will be directly responsible for the County engagement.

3. The proposer shall outline, in as much detail as possible, the methods(s) by which the proposer intends to publicize the auction and available properties; and to maximize the number of bidders, including proposer=s plan for use of print and other media, Internet promotion, etc. At minimum, newspaper advertising shall include Cortland County=s widest distribution newspapers (the Cortland Standard, the Post Standard, the Ithaca Journal and the Sunday Democrat). This requirement shall be interpreted to include a detailed description of the catalog which will be created to show the properties to best advantage; and the manner in which the catalog shall be circulated.

4. Provide a detailed description of the manner in which the firm would propose to provide the following auction services:

(a) Viewing properties included on the auction list at least ten (10) working days prior to the date of the auction. Posting notices and signs; and, when determined by the County Treasurer or Contractor to be advisable, taking pictures or video tape.

(b) Conducting and organizing the auction, to include preparation of bid packets, set up and tear down of the auction, providing staff to register bidders, record and process successful bids, providing a professional auctioneer to auction properties, and cashiers to collect proceeds.

(c) Describe the proposer=s plan for general conduct of sales from start to finish including, but not limited to, on-site advertising, crowd control, money exchange, distribution of individual receipts, parking, concessions, and registration of complaints. Please specify the facilities which you will supply (e.g. trailers or vans) for purposes of conducting sales transactions; and specify what, if any, facilities you will expect of the County.

(d) Preparing closing documents to include tax and quitclaim deeds, property transfer and capital gains forms; and to supply certain notices including but not limited to agency disclosure, lead paint disclosure, booklets and bidder certification forms.

(e) Hire and direct a professional videotape of the entire auction event (from start to finish) so as to provide an official record of the proceedings, with such videotape to be turned over to the County of Cortland within three (3) days of the event.

(f) Describe the manner in which electronic data will be securely transferred between Cortland County=s computer system and that of the auctioneer; and software compatibility will be assured. Software to be used by auctioneer shall be specifically identified.

(g) Under your proposal, will the County be required to pay commission or auction-related expenses? Provide a detailed description of the manner in which the auctioneer is to be compensated, whether through buyer's premium; percentage of sales; unit price or flat fee. If unit price or flat fee, specify the proposed unit price and flat fee for (a) pre-auction viewing, posting and pictures of auction properties; (b) organizing and conducting the tax delinquent auction; (c) preparing closing documents.

(h) Describe the manner in which the auction firm shall assist Cortland County with inquiries following the auction, and in resolving problems that are auction related.

(i) Supply proof of errors and omission insurance in the amount of \$1,000,000.00 as a protection against any claim arising from charges of misrepresentation by the auctioneer. This requirement is supplemental to, and not in exclusion of, general liability and workers compensation insurance requirements set forth in the general conditions.

(j) The proposal shall include any recommendations for improving the County's process and/or increasing county revenues from Real Property Tax Foreclosure auction sales.

MISCELLANEOUS PROVISIONS/GENERAL PROVISIONS

In submitting a proposal, a proposer agrees to be bound by the requirements set forth in the following General Conditions. Whenever reference is made to the term AContractor@ this shall include the party with whom the County has entered into an agreement as well as any subcontractors whom the proposer has engaged to complete portions of the Scope of Services.

1. The County reserves the right to add, delete or withdraw parcels from the delinquent tax real property inventory up to the actual sale on the day of the auction. Proposers are invited to provide recommendations as to the timing and locations for the sale, including any restrictions as to where the sale may be held.
2. Auction shall be of real property and attached buildings (including mobile homes), but shall not include the personal property of the former landowner, unless specified by the County.
3. The County may place a minimum acceptable price on any piece of property. If that price is not obtained, the County may withdraw the property and it shall not be considered when calculating the gross proceeds. Subject to the foregoing, however, the auction of each property shall be conducted on a Abare walls@ basis, i.e. each property excepting those for which a minimum acceptable price has been established is to be auctioned.
4. The contractor shall agree to defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the performance of the agreement and to bear other costs and expenses related thereto; to indemnify and hold-harmless the County of

Cortland, its officers, employees and agents from any and all liability damage claims, demands, costs, judgment, fees, attorney=s fees, or losses arising directly or indirectly out of the performance or failure to perform hereunder by the contractor, or by third parties under the control and direction of the contractor.

5. Any contract awarded shall provide that the auctioneer shall not misrepresent the condition of any County tax delinquent property to a prospective buyer, and shall clearly state on all notices of sale and advertisements that the parcels of real property are sold as is, where is@ without warranty expressed or implied.
6. The successful proposer will be required to execute a professional services agreement with Cortland County, to formalize the contract for this activity. The final contract for this project will involve, at a minimum, the terms and conditions set forth in this RFP (including the General Conditions) and may include those reflected in the specific proposal submitted. The contract documents shall be the exclusive source of the proposer=s rights and remedies, and shall supersede any and all prior writings, negotiations or agreements of any kind.
7. In submitting a proposal, the proposer is certifying that:
 - a. The price proposal has been arrived at independently without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other proposer or any other competitor.
 - b. The price proposal submitted in a proposal has not been knowing disclosed by the proposer directly or indirectly to any other proposer or competitor.
 - c. No official or agent of Cortland County has a direct or indirect interest in the awarding of a contract for the services set forth in this RFP.
8. It is understood that the Contractor is an independent contractor and shall not be considered an agent of the County nor shall any of the contractor=s employees or agents be considered sub-agents for the County.
9. The Contractor agrees to comply with the non-discrimination in employment policies as required by applicable State and Federal laws and regulations regarding employment discrimination. The Contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis or age, color, creed, national origin, race religious belief, sexual preference, or handicap.
10. The Contractor shall without additional expense to the County be responsible for complying with any and all applicable laws, codes, and regulations in connection with the services described in the proposal.

11. The Contractor shall not assign or transfer any interest or claim under this contract except as authorized in writing by the County and, except as set forth in the Contractor's proposal, no contract shall be made by the Contractor with any other parties for furnishing any of the work or services under this contract without the approval of the County.
12. The exclusive means of disposing of any dispute arising under this contract which is not disposed of by agreement shall be decided in a New York State court of competent jurisdiction, located within Cortland County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. The contractor waives any dispute or claim not made in writing and received by the County within 30 days of the occurrence giving rise to the dispute or claim. A claim must be in writing, for a sum certain, and any money requested must be fully supported by all cost and pricing information.
13. The performance of work under the contract may be terminated by the County in whole or in part from time to time, effective upon receipt of notice, whenever the Contractor shall default in performance of this contract or fails to make progress in prosecution of the contract work or endangers such performance and fails to cure such default within a ten (10) day period after receipt of notification from the County specifying the default.
14. The County may at any time make incidental changes within the general scope of the contract related to services required. The contract shall be modified in writing to reflect any equitable adjustment justified by any increase or decrease in the Contractor's cost or time required for performance or change in scope of services.
15. CONTRACTOR shall procure and maintain insurance satisfactory to COUNTY covering all locations and facilities operated or maintained by CONTRACTOR in the following coverages and amounts:
 - A. Comprehensive General Liability, including personal injury coverage of \$1,000,000 per occurrence - \$2,000,000 in the aggregate; property damage in the amount of \$500,000 per occurrence and \$1,000,000 in the aggregate.
 - B. Automobile coverage, with a combined single limit of \$1,000,000.
 - C. Statutory Workers' Compensation and Disability coverages.

Prior to, but in no event later than, the execution of the contract, the successful proposer shall arrange with its insurance carrier to have Cortland County along with its officers, employees, and agents listed as an additional named insured on all contracts of insurance necessary for performance of the awarded contract, and shall provide proof acceptable to the County that those amendments to the insurance contract(s) have been accomplished by submitting copies of certificates of insurance indicating the endorsements are in place.

16. The County, or its duly authorized agent, shall have access to and copies of the Contractor=s records, including any books, computer tapes, disks or programs, or material pertaining to work performed under the contract, at no cost to the County, to determine and verify the compliance with all contractual conditions. The County shall be granted access to such records without prior notice at all reasonable times during the contract period and for three (3) years thereafter.
17. By submission of a proposal under this solicitation, the proposer agrees that the County has 45 days acceptance time in which to award a contract. The County reserves the right to reject as non-responsive any offer that specifies less than 45 days of acceptance time.

The correct and full legal business name of the entity involved must be used on contracts issued as a result of this solicitation. A trade name, (i.e., a shortened or different name under which the firm does business), should not be used when the full legal name is different; corporations must have names that comply with state law which requires a suffix indicating the corporate status of that business (e.g., Inc., Incorporated, etc.). The signature on the contract must conform to the following:

Where the contractor is a corporation, the signature must contain the corporation seal or an attestation by a separate corporate officer (usually the secretary) of the authority of the signing corporate officer to bind the corporation;

Where the contractor is a partnership, at least one general partner must sign;

Where the contractor is a sole proprietor, the owner of the company must sign.

All signatures on proposals, amendments and related correspondence must be by persons who are authorized to contractually bind the proposers.