



## City of Rochester

Bureau of Purchasing  
City Hall Room 105 A, 30 Church Street  
Rochester, New York 14614-1290  
www.cityofrochester.gov

### REQUEST FOR PROPOSAL

#### AUCTIONEER SERVICES

The City of Rochester is seeking proposals from qualified vendors to provide Auctioneer Services to permit the City to sell vehicles, equipment and miscellaneous items on the open market to maximize revenues for the City. The City is seeking proposals to provide Auctioneer Services in five different ways, defined as the following service groups:

- Group A: Live auction for City auto pound, light vehicles and miscellaneous items as requested
- Group B: Live auction for City owned light vehicles and equipment and miscellaneous items as requested
- Group C: Live auction simultaneous with internet auction for heavy vehicles and equipment and miscellaneous items as requested
- Group D: Internet auction for vehicles, equipment and/or miscellaneous items as requested
- Group E: Internet auction of items held by the Rochester Police Department Property Clerk.

Each person/company must be a professional auctioneer specializing in the sale of municipal equipment and vehicles. For Groups A, B and C this person/company must be in the business of conducting live auctions with experience and a presence in the greater Rochester, New York market. For Groups D and E, this person/company must be in the business of conducting internet auctions for municipal equipment and vehicles with experience and a presence in the greater Rochester, New York market.

Each proposal shall describe the company and person(s), and specifically address the questions set forth in this Request for Proposals. Each respondent must also submit a completed Fee Schedule. Proposers may also submit any recommendations for improving the City's auction process and/or increasing the City's net revenue.

Proposals must be received in the Bureau of Purchasing no later than 4:00 PM local time on Monday, December 7, 2015, to the person and address specified herein. Proposals must be received in hard copy by the time specified. Two signed copies must be provided. A complete electronic copy should also be submitted, either with the two signed copies, or transmitted via e-mail at or before the time specified.

The proposal is not subject to public bidding requirements, and as such will not be publicly opened and read. However, proposers should be aware that the proposal and all materials submitted with the proposal shall become the property of the City and will be subject to the New York State Freedom of Information Law. Any proprietary information submitted with the proposal must be clearly identified and a request to keep such information confidential must be submitted with the proposal. Any exceptions and/or comments should be attached to your proposal.

Very truly yours,

Charles Zettek, Jr.  
Purchasing Agent

**AUCTIONEER SERVICES**

**CITY OF ROCHESTER  
REQUEST FOR PROPOSALS  
AUCTIONEER SERVICES**

**Proposals must be received by 4:00 p.m.  
Monday, December 7, 2015**

**Submit Proposals to:  
City of Rochester  
Bureau of Purchasing  
Attention: Roslyn Phillips  
30 Church Street, Room 105-A  
Rochester, NY 14614  
(585) 428-7042**

**e-mail: [phillipr@cityofrochester.gov](mailto:phillipr@cityofrochester.gov)**

# AUCTIONEER SERVICES

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# AUCTIONEER SERVICES

## 1. OVERVIEW

The City of Rochester is seeking proposals from qualified vendors to provide Auctioneer Services to permit the City to sell vehicles, equipment and miscellaneous items on the open market to maximize revenues for the City. The City is seeking proposals to provide Auctioneer Services in five different ways, defined as the following service groups:

- Group A: Live auction for City auto pound, light vehicles and miscellaneous items as requested
- Group B: Live auction for City owned light vehicles and equipment and miscellaneous items as requested
- Group C: Live auction simultaneous with internet auction for heavy vehicles and equipment and miscellaneous items as requested
- Group D: Internet auction for vehicles, equipment and/or miscellaneous items as requested
- Group E: Internet auction of items held by the Rochester Police Department Property Clerk.

The City's intent is to enter into professional services agreements with one or more companies to dispose of vehicles, equipment and miscellaneous items through advertised public live auctions and/or internet auctions. Live auction sales shall be held in facilities and/or on premises owned by the City, or otherwise approved by the City. Internet auctions shall be held as described herein using established internet auction protocols that maximize bidding and guarantee payment to the City of the winning bid amount.

The Purchasing Agent shall retain the exclusive right to determine which service group to use for disposal of City surplus. In general, the Auctioneer(s) will be responsible for the Group(s) they are awarded. In particular, City auto pound lot vehicles will be sold by the contractor for Group A. Property Clerk items will be sold by the contractor for Group E. However, the City reserves the right to dispose of surplus property through other contract holders, requests for sealed bids, private sale or wholesale dealer or other means without the use of this contract, at the City's sole discretion.

## 2. RFP TIME LINE

Availability of RFP.....	11/19/2015
Deadline for questions to be submitted to the City.....	11/30/2015
Response issued to any questions submitted .....	12/2/2015
<b>Proposals Due Date 4:00 p.m. ....</b>	<b>12/7/2015</b>
Selection estimated .....	12/14/2015
Recommendation transmittal estimated .....	12/17/2015
Approval by City Council.....	1/19/2016
<b>Contract Start Date.....</b>	<b>2/1/2016</b>

The dates shown above are subject to change as may be in the best interests of the City.

## AUCTIONEER SERVICES

### 3. BACKGROUND INFORMATION

- 3.1 The numbers and gross proceeds of auctions shown below represent the City's current estimates for a year based upon past history. This information is being provided for informational purposes only. The City makes no guarantee as to the amount of any services that will be requested in each service group, which may be substantially more or less than the amounts shown, and should not be construed as a guarantee of work under this contract. The times shown are representative of when the City plans to hold live auctions. Dates and times will be as requested by the City upon mutual agreement with the contractor.
- 3.2 The most common types of auctions and their current schedules for a one year period are as follows. Note – the number of items may be either individual items, or lots, depending on what is included in a particular auction.

GROUP	AUCTION TYPE	EST. # OF ITEMS PER AUCTION	EST. TOTAL GROSS SALES PER AUCTION	EST. # OF AUCTIONS/YR	TIME OF AUCTION
A	Live Impound Autos	60 - 100	\$20,000 - \$40,000	8 - 10	Wednesday afternoon year-round
B	Live City Light Vehicles & Misc.	30 - 60	\$50,000 - \$100,000	2	Saturday mornings Spring/Fall
C	Live City Heavy Vehicles & Misc.	10 - 20	\$50,000 - \$100,000	2	Saturday mornings Spring/Fall
D	Internet Sales - Misc. Vehicles, Equipment, Items	1 - 10	\$50 - \$50,000	10 - 20	Throughout the year
E	Property Clerk Items (Misc. Evidentiary Property)	1 - 100	\$50 - \$250	10 - 12	Throughout the year

- 3.3 The following are types of items that may be auctioned under this contract. All items would have been used and owned by the City unless otherwise indicated::

- Privately Owned Vehicles, including cars, motorcycles, trailers, boats, scooters, etc. impounded from City streets or private property
- Automobiles and motorcycles
- Other light, medium and heavy duty vehicles and trucks
- Heavy road construction equipment
- Other trucks and buses including refuse packers
- Tools and implements
- Furniture
- Office furnishings and devices
- Supplies of any description
- Equipment of any description
- Personal property
- Property held by the Rochester Police Department Property Clerk no longer needed for evidentiary purposes and not claimed by owners and/or no longer needed in accordance with RPD General Orders and current law

## AUCTIONEER SERVICES

- Any other items deemed by the Purchasing Agent to be surplus for which the City seeks competitive offers.

### 4. RFP PROCESS

4.1 The City's sole designated point of contact for this RFP is:

Roslyn K. Phillips  
Bureau of Purchasing  
City of Rochester  
30 Church Street Room 105-A  
Rochester, New York 14614  
585-428-7042  
e-mail: [phillipr@cityofrochester.gov](mailto:phillipr@cityofrochester.gov)

4.2 Any and all questions and contact with the City must be through this designated contact person.

4.3 There will not be a pre-proposal conference. Any questions about this RFP must be submitted in writing by e-mail or letter to Ms. Phillips and received by her by 5 p.m. on Monday, November 30, 2015. All potential respondents who have received the RFP will be notified of the questions received on time and the City's answers.

4.4 The City reserves the right to amend this RFP at any time. All potential respondents who have received the RFP will be notified of any changes to the RFP.

4.5 The City of Rochester is not obligated, by virtue of this RFP, to award a contract, to procure or contract for service. The City reserves the right to withdraw this RFP at any time, for any reason.

4.6 Proposals submitted in response to this request become the property of the City of Rochester and will be subject to the New York State Freedom of Information Law (FOIL). Any proprietary information submitted with the proposal must be clearly identified and a request to keep such information confidential must be submitted with the proposal.

4.7 The City of Rochester reserves the right to: (1) reject any or all of the proposals submitted in response to this request; (2) negotiate any point in the proposal or the subsequent contract; (3) cancel this request for a proposal either in part or in its entirety.

### 5. RFP DUE DATE

Two (2) signed original copies of the written Proposal must be submitted and received by 4:00 PM Eastern Standard Time on December 7, 2015. Late proposals will not be accepted. There will be no public opening of the proposals. All proposals received will become the property of the City of Rochester and will not be returned. Proposals should be enclosed in a sealed envelope and marked "Auctioneer Proposal". Proposals must be submitted to:

Roslyn Phillips  
Bureau of Purchasing  
30 Church Street, Room 105-A  
Rochester, New York 14614

## **AUCTIONEER SERVICES**

### **6. SUBMISSION OF PROPOSALS**

#### **6.1 Incurred Expenses**

The City is not responsible for any expenses which proposers may incur in preparing and submitting proposals required in this Request for Proposal.

#### **6.2 Interview**

The City reserves the right to conduct personal interviews or require presentations to a selection committee prior to the award of the contract. The City will not be liable for any costs incurred by the proposer associated with such interviews or presentations (i.e., travel, mileage, accommodations, etc.).

#### **6.3 Qualifications**

The City reserves the right to request additional information regarding any proposer's qualifications, including but not limited to requests for references for engagements similar in size and scope to the City's requirements, inspection of the proposer's facilities, records to demonstrate the proposer's financial stability, and/or other requirements.

#### **6.4 Acceptance/Rejection of Proposals**

The City reserves the right to negotiate modifications to proposals that it deems acceptable and to reject any and all proposals if in the best interests of the City.

#### **6.5 Proposals Binding**

All proposals submitted shall be binding for ninety (90) calendar days following the due date.

#### **6.6 Nothing contained in the agreement shall be construed as creating any personal liability on the part of any officer or agent of the City.**

#### **6.7 Contractor Review Requirement**

Before submitting a proposal, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the contractor will rely. If the contractor receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

### **7. TERM OF CONTRACT**

The City intends to enter into a one year contract with the contractor(s) selected as a result of this RFP process. The City reserves the right to extend each agreement for up to four (4) additional terms of one (1) year or less. The City intends to commence the contract on or about February 1, 2016.

## **AUCTIONEER SERVICES**

### **8. RESPONSIBILITIES OF AUCTIONEER**

#### **Advertising**

- 8.1 The Auctioneer shall advertise all live auction sales, except police impound at least one (1) week prior to the sale by inserting appropriate notice(s) in the Rochester Democrat & Chronicle on the Sunday preceding the day of sale. All police impound sales shall be advertised the weekend preceding the auction date. Certified copies of these ads must be provided to the City with the accounting for each auction.
- 8.2 The Auctioneer shall be responsible for distributing information (brochures, mailings, e-mail, notices of sale, etc.) to the auctioneer's client list. This shall be at no additional cost to the City.
- 8.3 The City may request the auctioneer to distribute additional mailings or other advertising not regularly on the auctioneer's distribution list. If there is a cost of doing so, the auctioneer must notify the City. If the City approves the additional cost, the City will pay that cost if properly documented on the auctioneer's invoice.
- 8.4 The City reserves the right to prior approve any legal newspaper advertisements and/or printed/published material regarding a City auction.
- 8.5 The City shall have the final decision on the day, time, and location of all auctions, whether live or internet. This requirement is to insure that the City has adequate notice to post the auction information on its web site and meet public notification requirements.
- 8.6 The Auctioneer shall make and post the Auction sign, outside of the auction lot, one month prior to a live equipment auction.
- 8.7 The Auctioneer must advertise the auction through the Auctioneer's web site and any other electronic media approved by the City in order to maximize exposure of the auction to potential buyers. A copy of the advertisement for an internet auction must be provided to the City with the accounting for each auction.
- 8.8 Each proposer must describe the elements of the marketing/advertising plan that will be provided as part of the commission rate quoted. This should include where and how often ads will appear, discussion of target market and reach of print advertising, and the number and scope of direct mailings, web and other electronic communications strategies (e.g. twitter, blogs, web sites, etc.) and the size of the proposer's base of electronic communications followers.

### **9. CONDUCTING SALES - GENERAL**

- 9.1 For live auctions, the City will notify the auctioneer at least one month in advance that an auction will be scheduled, except in unusual circumstances such as snow emergencies or other situations which require quick action. City impound vehicle auctions are usually held once a month and the calendar of impound auctions is scheduled one (1) year in advance. Regardless of the length of time of prior notification, the Auctioneer is required to provide auctioneering services as soon as possible, consistent with the City's schedule.
- 9.2 For internet auctions, auctions shall be scheduled and run as requested by the City. The City will provide prior notification to the Auctioneer as agreed with the Auctioneer.
- 9.3 For live auctions, sales shall be held in facilities and/or on premises owned by the City, or otherwise approved by the City (such as another municipal site or auctioneer's lot as part of a larger consolidated auction).

## AUCTIONEER SERVICES

- 9.4 For internet auctions, the standard process will be for the item(s) to be held in the City, with items to be picked up by the successful bidder(s) after the City receives notification from the Auctioneer. In order to keep disruption of City operations to a minimum, the Auctioneer will specify a limited number of well defined pick-up times, as approved by the City, when the successful bidders may pick up their items. If the bidders do not pick up their items at the times specified, the Auctioneer shall cancel that sale and re-bid the items, subject to approval of the City. The City may also request that an internet Auctioneer remove the item(s) from the City prior to the sale for holding by the Auctioneer. The Auctioneer shall assume full responsibility and liability for any items moved to and stored at the Auctioneer's site, including any costs associated with such move.
- 9.5 For Property Clerk items (Group E), the items shall be picked up by the Auctioneer at the Public Safety building on a monthly basis, or as requested by the Rochester Police Department. The Auctioneer shall assume full responsibility and liability for any items moved to the Auctioneer's site, including any costs associated with such move.
- 9.6 For live heavy equipment auctions the Auctioneer shall simultaneously run an internet auction, allowing on-line bidders to participate. The Auctioneer may charge a Buyers Premium for on-line bidders only. If imposed, this fee shall be a transaction fee collected separately by the Auctioneer and not included in the Gross proceeds as reported to the City. However, if there is a Buyers Premium, it must be reported to the City.
- 9.7 It will be the Auctioneer's responsibility to coordinate all sales from start to finish including, but not limited to: on-site advertising, pre-sale inspection, crowd control, money exchange, distribution of individual receipts and sold items, and registration of complaints. The proposer must describe and provide auction reports that will be used for each auction as well as auction day itemized lists. Describe what measures you will take to ensure crowd control and any other services that are included in your rate, such as refreshment trucks, portable restrooms, etc.
- 9.4 All live auctions shall be conducted on a "bare walls" basis. Sales will be open to the general public and there will be no fee (buyers premium, etc.) to participate as a potential buyer. The City may place a minimum acceptable price on any item. If that price is not obtained the City may, at its option, repossess the item and it shall not be considered in calculating the gross proceeds. The City may, at its option withdraw and repossess any personal property, equipment, or vehicles prior to its sale.
- 9.4.1 In the case of buyer default, the Auctioneer shall guarantee the sale, pay the City and remove the item from the Auction lot. The item shall become the property of the Auctioneer.
- 9.5 The Auctioneer must provide sufficient personnel to conduct each auction or sale, including receipt of monies, crowd control, etc. The Auctioneer must provide whatever facilities are required to conduct the sales transactions (van or trailer). The City cannot and will not provide any facilities to assist in conducting any auction or sale, other than City personnel to oversee the auction or sale. The Auctioneer must provide a listing of staff with resumes and job duties, and must describe the trailer or other facility to be employed in conducting the auction.
- 9.6 The City and the Auctioneer shall agree prior to each sale on the hours and date(s) for inspection, sale and removal. The Auctioneer will be fully responsible for the terms and conditions of this contract during that time, as agreed.

## **AUCTIONEER SERVICES**

- 9.7 The Auctioneer will be responsible for seeing that all auctioned material is removed from City property within the agreed time by the City. Generally, auctioned material should be removed during normal working hours within forty-eight (48) hours of the auction. The Auctioneer must insure that bidders know that vehicles or equipment left on City property are left at their own risk. The City cannot and will not be liable for damages and/or theft which occurs to auctioned property. The Auctioneer must describe what measures will be taken to ensure that the winning bidders comply with the City's requirements (i.e., Auctioneer's staff be present after the auction to sign out items, etc.). Any items left on City property after the close of the auction, until the closing time for pick-up, shall be the responsibility of the Auctioneer. The City will only provide standard security services that it routinely provides for the property at which the auction was held and assumes no liability for any damage, theft or any other loss or liability as a result of auctioned items being left on City property after the close of the auction.
- 9.8 For live auctions, the Auctioneer must use at a minimum a three (3) part receipt system, one part going to the City, one to the Auctioneer, and one to the purchaser. The receipts must be pre-numbered, and the numbers used at the auction or sale must be accounted for in the final report to the City. The City's copies shall be delivered to the City at or immediately after each auction. Impounded auto auction receipts for vehicles exceeding 10 years in age must meet applicable NYSDMV standards when used in registering a sale vehicle by a purchaser.
- 9.9 For internet auctions, the auctioneer must provide the City with full access to the auction site so that the City can track the progress of the auction. Complete documentation of the bids received, the winning bid and the net proceeds to the City must be provided as part of the auction proceeds report and must match the information collected by the City as it monitored the auction.

### **10. RESPONSIBILITY FOR VEHICLES**

- 10.1 The Auctioneer will be supplied with a list of vehicles or equipment to be sold prior to the auction. On or before the day of the auction the City will supply for all City owned vehicles a title and/or registration properly signed for transfer.
- 10.2 For live auctions, the Auctioneer shall be responsible, where practical, for setting up vehicles in order, and for starting or otherwise preparing vehicles for demonstration, in order to obtain the best price at auction. Proposers should give details of other services they will provide which are included in the commission rate.
- 10.3 The Auctioneer shall effect the transfer of all titles, registrations and DMV forms to the purchasers, either personally upon sale or by certified mail after sale. Vehicles to be sold at auction by the City impound will be accompanied by form NYSDMV 907A to be signed by the purchaser.
- 10.4 Upon receipt of titles and/or registrations from the City, the Auctioneer accepts full responsibility for those documents. In the event of the loss of any of these documents, the Auctioneer shall take steps necessary to secure the replacement of said documents as required for the transfer of the vehicle.
- 10.5 The Auctioneer shall be liable for any damage to vehicles or accidents caused by his personnel during the transportation of vehicles and any damage to City vehicles while they are in his possession.

### **11. ADDITIONAL RESPONSIBILITY OF AUCTIONEER**

## AUCTIONEER SERVICES

- 11.1 Upon request, the Auctioneer shall provide professional appraisal services on equipment, vehicles, or miscellaneous property prior to any auction at no cost to the City.
- 11.2 In the event that the live auction is held at a site that is not City property, the Auctioneer shall be responsible for trucking heavy equipment to the Auctioneer's auction site at no charge to the City.
- 11.3 For Groups B and C, the Auctioneer is expected to have access to regional live auctions in which the City's equipment can be included if approved by the City.
- 11.4 For live auctions, the Auctioneer shall be solely responsible for the security of all sale items during the hours when the sale premises are open to the public for inspection or removal.

### 12. NO MISREPRESENTATION

- 12.1 The Auctioneer shall not misrepresent the condition of any City property to a prospective buyer and shall clearly state in all notices of sale and advertisements that the items are sold "as is, where is" without warranty, express or implied. Further, the Auctioneer agrees to indemnify the City against any claims or lawsuits arising out of such sale.
- 12.2 Vehicles sold through City Police Impound may be classified as salvage or "junk" and will be conveyed to prospective buyers as such.

### 13. NO COMMINGLING

At sales conducted under this contract, there shall be no commingling of lots not owned by the City of Rochester without the express written approval of the City prior to said auction.

### 14. PAYMENTS AND RESULTS OF SALE

- 14.1 The Auctioneer shall, within 14 calendar days after each sale, deliver in person or by Certified Mail to the Office of the City Purchasing Agent, Room 105-A, City Hall, 30 Church Street, Rochester, New York 14614, a certified statement of the results of the sale along with payment in full of the net proceeds of the sale. The statement shall be certified to be true by the Auctioneer.
- 14.2 The Auctioneer shall be responsible for paying, to the City, the knockdown or final bid price on each item regardless of default by the buyer unless prior arrangements are made. Should a buyer default on an item, it will become the property of the Auctioneer. Items sold at Impound Auto Sales that are not paid for that day become the property of the Auctioneer.
- 14.3 The statement of results shall list:
  - Each item sold, by item, lot or catalog number;
  - The sale price (final bid price) of each item or lot;
  - The sales tax collected on, or the sales tax number of the purchaser of each item or lot;
  - The gross proceeds (total of all final bids);

## AUCTIONEER SERVICES

An itemized listing and total of all costs incurred by the Auctioneer on behalf of the City with respect to the sale;

Certification that the sales taxes collected have been, or will be paid to the appropriate agency of the State of New York;

Net proceeds (gross proceeds, less allowable expenses and auctioneer's fee);

- 14.4 The statement and net proceeds check must be supported by individual item receipt slips, and must match City records of the auction. Failure to reach a satisfactory resolution of discrepancies with the City may result in immediate termination of the contract.
- 14.5 The Auctioneer's check shall be payable to the City of Rochester in the amount of the net proceeds of the sale and shall be accompanied by the certified statement.
- 14.6 The Auctioneer shall keep all records of the sale of surplus property under this agreement for not less than three (3) years. Only authorized City representatives shall have access to the Auctioneer's records, on five (5) working days' notice, for purposes of examination and/or audit.
- 14.7 For internet auctions, if a bidder defaults by failing to pick up item(s) at the times specified (Per Section 9.4), the auctioneer shall remit the winning bid amount to the City, and the bidder shall forfeit the amount bid, unless the bidder can prove to the satisfaction of the City that the bidder was unable to complete the pickup at the agreed upon time. City reserves the right, at its sole discretion, to permit the bidder's offer to be canceled at no penalty. For any bid canceled by a pick-up default, the City reserves the right to determine whether or not to re-auction the item(s). Proceeds from re-auctioned items shall be paid to the City per the standard internet auction payment terms.

### 15. PERFORMANCE SECURITY

- 15.1 For Groups A, B and C a Performance Bond in the amount of fifty thousand dollars (\$50,000) shall be furnished by the successful proposer as security for the faithful performance of all terms and conditions of the final contract documents. Bonds shall be made out to the City of Rochester, prepared on an approved form and submitted by the Auctioneer to the Purchasing Agent within ten (10) days of notification of acceptance of his/her proposal. The surety thereon must be a surety company as are authorized and licensed to transact business in the State of New York. Attorneys-in-fact who sign bonds must file with the bond a certified copy of their power of attorney to sign such bond.
- 15.3 For Group D and Group E, proposers must indicate with their proposal what security they will provide to the City to protect the City from losing any or all proceeds from the internet auction. The City reserves the right to not accept a proposal that does not provide industry standard performance security as part of the contract with the City.
- 15.4 If a proposer is awarded all three of Groups A, B and C, the successful contractor will only be required to provide a Performance Bond in the amount of one hundred thousand dollars (\$100,000) in total to cover all groups awarded.
- 15.5 Any required Performance Security shall be provided within ten(10) calendar days after notification of acceptance of proposal. Failure to provide the required security shall constitute default of contract.

## AUCTIONEER SERVICES

### 16. INSURANCE

The contractor shall procure and maintain, at contractors own expense, insurance for liability for damages imposed by law of the types and in the amounts hereinafter provided from insurance companies authorized to business in the State of New York covering all operations under the contract documents, whether performed by him or his subcontractors, until final acceptance of the work covered by the contract documents.

16.1 Within ten (10) days of request, the contractor shall furnish to the City Purchasing Agent a certificate or certificates of insurance in a form acceptable to the City Purchasing Agent showing that contractor has complied with this Section, and the certificate or certificates shall provide that the policies shall not be materially changed or canceled until ten (10) days' written notice has been given to the City Purchasing Agent.

16.2 In each insurance policy except for Workers Compensation and Disability, the City of Rochester shall be named as additional insured for liability arising under this agreement. Except for Workers' Compensation and Disability Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with this contract.

16.3 The types and amounts of insurance are as follows:

16.3.1 Workers Compensation and Disability Insurance

A policy covering the operations of the contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law.

16.3.2 Disability Insurance

A policy covering the operations of the contractor in accordance with the provisions of Article 5 of the Workers' Compensation Law, known as the Disability Benefits Law (Chapter 600 of the Laws of 1949) and amendments thereto.

The agreement shall be void and of no effect unless the person or corporation making or executing same shall secure Workers' Compensation and Disability Insurance covering all operations under the contract, whether performed by contractor or his subcontractors, for the benefit of employees, and remaining in effect for the life of said agreement, in compliance with provisions of the Workers' Compensation Law.

16.3.3 Property and Casualty Insurance

A. **CONTRACTOR'S COMPREHENSIVE GENERAL LIABILITY INSURANCE** issued to the contractor and covering liability for damages imposed by law upon the contractor with respect to all work performed by him under the agreement. The Contractor's Comprehensive General Liability Insurance shall include: independent contractor's insurance, premises operation insurance, completed operations insurance, and broad form property damage insurance. The x, c, u exclusion shall be eliminated from the Contractor's Comprehensive General Liability Insurance. The Comprehensive General Liability policy shall furnish limits of not less than:

## **AUCTIONEER SERVICES**

**BODILY INJURY AND PROPERTY DAMAGE LIABILITY**  
Combined Single Limit  
\$1,000,000

for all damages arising during the policy period.

- B. MOTOR VEHICLE INSURANCE** issued to the contractor and covering public liability and property damage on the contractor's vehicles in the amount of:  
**BODILY INJURY AND PROPERTY DAMAGE LIABILITY**  
Combined Single Limit  
\$1,000,000

### **17. MINIMUM QUALIFICATIONS**

Each proposer must submit with their proposal a detailed outline of experience which indicates the proposer's ability to service whichever Groups of the contract they make an offer.

- 17.1 Proposers for live auctions must have, at a minimum, ten (10) years experience in live municipal auctions, and list examples of auctions of relative size and complexity of the City of Rochester's, the financial responsibility of the proposer, and references from three (3) other Municipalities that the proposer has conducted live auctions for. Qualifications should include experience in heavy equipment, light duty trucks and vehicles, and personal property.
- 17.2 Proposers for internet auctions must have, at a minimum, five (5) years experience in conducting internet auctions for municipalities. Provide qualifications, references and examples to demonstrate the ability to handle the range of items described herein.
- 17.3 Proposers should also state their experience in appraising heavy equipment and vehicles. Any additional information supplied may be to the proposer's advantage. The City reserves the right to require additional information prior to accepting a proposal, such as further details on how the Auctioneer plans to carry out auctions.
- 17.4 All persons who will be conducting city auctions must be licensed, as required by law, to provide auctioneering services. Copies of licenses must be submitted with the proposal and will be in the names of those person(s). If at any time during the contract said license(s) expire, the contract may be terminated immediately.
- 17.5 The following information shall be provided for the proposers' firm:
- a. Date of your firm's incorporation
  - b. Is your firm a public or privately held firm?
  - c. Total number of your firm's employees
  - d. Total number of your firm's auctioneers
  - e. The location of all of your firm's branch offices (if any), including the office nearest Rochester's City Hall.
  - f. Is your firm a registered NYS Motor Vehicle Dealer?

## AUCTIONEER SERVICES

- 17.6 Provide a current organizational chart.
- 17.7 Has your business ever done business by any other name?
- 17.8 If your firm has branch offices, are they franchised or wholly owned? Are your branches operated under a centralized or decentralized form of management?
- 17.9 Provide the names and addresses of the following: your attorneys, auditors and the bank(s) with which your firm does business.
- 17.10 Provide professional affiliations, e.g. membership in the New York State Auctioneer's Association, etc. and ratings with the Better Business Bureau

17.11 Authorization of Proposal

The names, titles, addresses and telephone number should be listed for those individuals who are empowered by your firm to negotiate for it and to bind it contractually, as well as for those individuals to whom we address any questions during our evaluation of the proposal. The proposal shall also contain a statement indicating the duration of the period (at least ninety [90] days) for which a firm offer is being made.

17.12 Disclosure Statement

17.12.1 A disclosure statement should be provided by each firm stating whether the firm or employee was (1) ever found guilty of violating any laws, rules or regulations relating to auctioneering services by a court or a Federal or State Agency or (2) was ever involved in any litigation related to its auctioneering services.

17.12.2 Within the past five years has the firm, or any member been the subject of any of the following: respond to each question and describe in detail the circumstances of each affirmative answer; attach additional pages if necessary)

- (a) a judgment of conviction for any business-related conduct constituting a crime under state or federal law? no\_ yes\_
- (b) a grant of immunity for any business-related conduct constituting a crime under state or federal law? no\_ yes\_
- (c) a federal or state suspension or debarment? no\_ yes\_
- (d) a rejection of any bid for lack of qualifications or responsibility? no\_ yes\_
- (e) a rejection of any proposed subcontract for lack of qualifications or responsibility? no\_ yes\_
- (f) any assessment of liquidated damages under any contract? no\_ yes\_
- (g) a denial or revocation of prequalification? no\_ yes\_
- (h) a prevailing wage or supplement payment violation which is deemed to be founded? no\_ yes\_
- (i) a State Labor Law final determination for a violation deemed willful? no\_ yes\_
- (j) any criminal conviction concerning formation of, or any business association with, an allegedly false or fraudulent women's or minority business enterprise? no\_ yes\_
- (k) any denial, decertification, revocation or forfeiture of Women's Business Enterprise, or Minority Business Enterprise status? no\_ yes\_
- (l) a consent order with the NYS Department of Environmental Conservation, or a federal, state or local government

## AUCTIONEER SERVICES

- enforcement determination involving a violation of federal or state environmental law? no\_ yes\_
- (m) any bankruptcy proceeding? no\_ yes\_
- (n) any suspension or revocation of any business or professional license? no\_ yes\_
- (o) any determination of violations:
- federal, state or local health laws, rules or regulations
  - unemployment insurance or workers compensation coverage or claim requirements
  - federal, state or local human rights laws no\_ yes\_
- 17.13 Provide a list of clients who have contracted with your firm for live auctions in the amount of \$250,000 or more within the past five (5) years.
- 17.14 Special requirements for Group E. Proposers must demonstrate experience providing auction services to law enforcement agencies handling Property Clerk items. Provide references from New York State. Describe your specific experience and understanding of the legal requirements for selling property no longer needed for evidentiary purposes. Describe the complete chain of custody procedures followed by your company to auction these items.
- 17.15 The City reserves the right to require additional information it deems necessary from any proposer in order to evaluate a proposal and the qualifications of the auctioneer.

### 18. EVALUATION CRITERIA

This contract is a professional services contract, and as such is not subject to New York State competitive bidding requirements. The proposals will be evaluated based on:

- total cost of service,
- fee schedule,
- proposed strategies to enhance revenue,
- marketing/advertising plan and capability,
- experience in municipal live auctions and sales, in particular in the Rochester region,
- experience in the area of equipment appraisal
- other services provided (i.e. vehicle or equipment preparation), and
- references.

In addition, per City policy, additional weightings shall be given as follows:

- the City will give preference to consultants who are certified M/WBE's (African American, Hispanic or Woman-Owned) who are currently certified by New York State. The preference shall be an additional weighting of 10%.
- the City will give preference to consultants who are located in the City of Rochester. In order to qualify for this preference, the location must be a bona fide business operation located in a lawfully occupied building that is open to the public and/or customers during normal business hours. The preference shall be an additional weighting of 10%.

Proposers may be required to make a presentation to the City's review committee prior to the City making its final selection.

## **AUCTIONEER SERVICES**

### **19. AWARD**

- 19.1 Award will be recommended to the proposers receiving the highest cumulative ratings based upon the Evaluation Criteria. Award of any or all contracts resulting from this request for proposals is contingent upon review and approval of the Rochester City Council and the Mayor.
- 19.2 Fees should be quoted as a percentage of gross. Gross is defined as total receipts less applicable sales tax collected. Alternate fee plans may also be proposed, however, they should be based on the estimated dollar amount given and described fully herein. It must be clearly stated whether or not the City will receive the gross amount of the sale (i.e. auctioneer's fee is paid by buyer as an add on to gross) or the City will receive a net amount (i.e. auctioneer's fee is deducted from gross).
- 19.3 Proposers must also quote any and all other fees that they will charge the City of Rochester in connection with any of the Groups that they are proposing to provide auctioneer services. For example, minimum lot fees, pick-up fees, storage fees, etc. Subsequent to award of a contract, the City will not pay any fees that were not clearly and explicitly indicated and described in the proposal and accepted by the City as part of the contract.
- 19.4 The City intends to make a separate contract award by Group, to the proposer who provides the best combination of cost, experience and service for that Group. It is possible that a single contractor could be awarded multiple groups. It is also possible that the City may choose to select two contractors for a particular group, in order to provide the City with flexibility in meeting its needs. The City will have sole discretion to award one or more contracts for these services as serves its best interest, based upon the proposals received and the costs and benefits of making a single award or splitting the contract into multiple awards.
- 19.5 The City reserves the right to reject any and all proposals as serves its best interest. No reasons for rejection or acceptance of proposals are required to be given.

### **20. SOLE PARTIES TO THE AGREEMENT**

It is herewith acknowledged and agreed that this Agreement is by and between the Auctioneer and The City of Rochester and is not intended for the benefit of any third parties whatsoever.

### **21. ASSIGNMENT AND SUBCONTRACTING**

The Auctioneer shall not assign or subcontract the work, or any part thereof, without the previous written consent of the City, nor shall he assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the City has been obtained. No right under this contract, not claim for money due or to become due hereunder shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the City.

### **22. INDEMNITY AND HOLD HARMLESS AGREEMENT**

Auctioneer agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the City, its officers, and employees, from actions, claims, damages, disabilities or the cost of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct in the performance

## AUCTIONEER SERVICES

by the contractor hereunder, whether or not there is concurrent negligence on the part of the City, but excluding liability due to the active negligence or willful misconduct of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for contractor or its agents, under workers' compensation acts, disability benefits acts or other employees' benefits acts.

### 23. LEGALITY

If any provisions of this agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

### 24. TERMINATION

The City of Rochester reserves the right to terminate this contract at any time if the Auctioneer fails to fully meet the requirements of this contract. By submitting this proposal, the Auctioneer acknowledges the City's right to terminate this contract, at its sole discretion.

### 25. AGREEMENT REQUIRED

The successful proposers will be required to execute a standard short-form Professional Services Agreement with the City of Rochester to formalize the contract documents (Copy attached as Appendix A).

NOTE – Proposers should insure that they understand all the requirements of the standard Professional Services Agreement. In particular, note Section 20 which specifies the Living Wage Requirements that will apply if this contract, or a combination of contracts with the contractor exceeds \$50,000 in compensation over the course of a year.

### 26. NON-COLLUSION CERTIFICATION

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

- 26.1 The percentages 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 percentages with any other proposer or with any competitor;
- 26.2 Unless otherwise required by law, the percentages which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed prior to the selection of a proposal, directly or indirectly, to any other proposer or to any competitor;
- 26.3 No attempt has been or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

**AUCTIONEER SERVICES**

**CITY OF ROCHESTER  
REQUEST FOR PROPOSALS - AUCTIONEER SERVICES  
Proposal Pricing Schedule**

The undersigned bidder hereby agrees to furnish the goods or services specified, and to otherwise fully meet all terms, conditions, and specifications contained in this Request for Proposal without exception, unless exceptions are clearly noted in this proposal. SIGNATURE MUST BE THAT OF THE BIDDER OR OF AN EMPLOYEE OR AGENT AUTHORIZED TO SIGN ON BEHALF OF THE BIDDER.

**FEE SCHEDULE**

**GROUP A: Live auction for City auto pound, light vehicles and miscellaneous items**

Auctioneer fee: \_\_\_\_\_ % OF GROSS

Any other fees or costs to the City: \_\_\_\_\_  
\_\_\_\_\_

**GROUP B: Live auction for City owned light vehicles and equipment and miscellaneous items**

Auctioneer fee: \_\_\_\_\_ % OF GROSS

Any other fees or costs to the City: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed Name and Title of Authorized Signer

\_\_\_\_\_  
Typed Name of Company

**AUCTIONEER SERVICES**

**CITY OF ROCHESTER  
REQUEST FOR PROPOSALS - AUCTIONEER SERVICES  
Proposal Pricing Schedule**

**FEE SCHEDULE**

**GROUP C: Live auction simultaneous with internet auction for heavy vehicles and equipment and miscellaneous items**

Auctioneer fee: \_\_\_\_\_ % OF GROSS

Any other fees or costs to the City: \_\_\_\_\_

\_\_\_\_\_

**GROUP D: Internet auction for vehicles, equipment and/or miscellaneous items**

Auctioneer fee: \_\_\_\_\_ % OF GROSS

Any other fees or costs to the City: \_\_\_\_\_

\_\_\_\_\_

**GROUP E: Internet auction of items held by the Rochester Police Department Property Clerk**

Auctioneer fee: \_\_\_\_\_ % OF GROSS

Any other fees or costs to the City: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed Name and Title of Authorized Signer

\_\_\_\_\_  
Typed Name of Company

**AUCTIONEER SERVICES**

**APPENDIX A**

**AGREEMENT FOR  
PROFESSIONAL SERVICES**

**THIS AGREEMENT**, is made this \_\_, day of \_\_\_\_\_, 20\_\_, by and between the **CITY OF ROCHESTER**, a municipal corporation having its principal office located at City Hall, 30 Church Street, Rochester, New York 14614, herein after referred to as the "City" and \_\_\_\_\_ with offices located at \_\_\_\_\_, hereinafter to as the "Consultant".

**WITNESSETH:**

**WHEREAS**, the City desires to secure the professional services of a Consultant to provide \_\_\_\_\_, hereinafter referred to as "the Project", and

**WHEREAS**, the Consultant has the necessary equipment, personnel and expertise to perform the Project.

**NOW THEREFORE**, in consideration of the terms and conditions contained herein, the parties do covenant and agree as follows:

**SECTION 1.                    DESCRIPTION OF CONSULTANT'S SERVICES**

A.

**SECTION 2.                CITY RESPONSIBILITIES**

**SECTION 3.                TERM**

The duration of the agreement will be from \_\_\_\_\_

**SECTION 4.                FEE**

**SECTION 5.                AUTHORIZED AGENT FOR THE CITY AND THE CONSULTANT**

A.                The City hereby designates:

B.                The Consultant hereby designates:

or their authorized representatives in case of absence, as Authorized Agents of the City and of the Consultant for receipt of all notices, demands, vouchers and other communications and all orders, permissions, and directions pursuant to this Agreement, which shall be sufficiently communicated, given and/or delivered if dispatched by registered or certified mail, postage prepaid, or delivered personally to the authorized agents designated herein. The parties reserve the right to designate other or additional agents upon written notice to the other party which shall be signed by the Authorized Agent of the requesting party.

**SECTION 6.                INDEMNIFICATION**

The Consultant hereby agrees to defend, indemnify and save harmless the City of Rochester against any and all liability, loss, damage, suit, charge, attorney's fees and expenses of whatever kind or nature which the City may directly or indirectly incur, or be required to pay by reason or in consequence of the intentionally wrongful or negligent act or omission of the Consultant, its agents, employees or contractors. If a claim or action is made or brought against the City and for which the Consultant may be responsible hereunder in whole or in part, then the Consultant shall be notified and shall handle or participate in the handling of the defense of such matter.

# AUCTIONEER SERVICES

## **SECTION 7. WORKERS' COMPENSATION AND DISABILITY BENEFITS INSURANCE**

This Agreement shall be void and of no effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York or the state of the Consultant's residence, whichever may apply. The Consultant shall provide proof to the City, duly subscribed by an insurance carrier, that such Workers Compensation coverage has been secured. In the alternative, Consultant shall provide proof of self-insurance or shall establish that Workers' Compensation coverage is not required by submitting the then current and required New York State Workers' Compensation Board's form.

## **SECTION 8. EQUAL OPPORTUNITY**

### **A. General Policy**

The City of Rochester, New York reaffirms its policy of Equal Opportunity and its commitment to require all contractors, lessors, vendors and suppliers doing business with the City to follow a policy of Equal Opportunity, in accordance with the requirements set forth herein. The City further does not discriminate on the basis of disability, in admission or access to, or treatment or employment in its programs and activities. The City is including these policy statements in all bid documents, contracts, and leases. Contractors, lessors, vendors and suppliers shall comply with all State and Federal Equal Opportunity laws and regulations.

### **B. Definitions**

**GOOD FAITH EFFORT** - shall mean every reasonable attempt to comply with the provisions of this policy by making every reasonable effort to achieve a level of employment of minority groups and female workers that is consistent with their presence in the local work force.

**MINORITY GROUP PERSONS** - shall mean a person of Black, Spanish surname American, Asian American or American Indian ethnic or racial origin and identity.

### **C. Compliance**

The Consultant shall comply with all of the following provisions of this Equal Opportunity Requirement:

1. The Consultant shall not discriminate on the basis of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status in the performance of services or programs pursuant to this agreement. The Consultant agrees to make a good faith effort to employ minority group persons and females and that in hiring employees and treating employees performing work under this Agreement or any subcontract hereunder, the Consultant, and its subcontractors, if any, shall not, by reason of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status discriminate against any person who is qualified and available to perform the work to which the employment relates. The Consultant agrees to take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post notices in conspicuous places available to employees and applicants for employment, and to include language in all solicitations or advertisements for employment placed by or on behalf of the Consultant, reflecting this nondiscrimination policy.
2. If the Consultant is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination, and the Consultant shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Consultant can

## AUCTIONEER SERVICES

demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.

3. The Consultant shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

### **SECTION 9. COMPLIANCE WITH ALL LAWS**

The Consultant shall familiarize itself and comply with all applicable laws, ordinances and regulations of all federal, state and municipal governments or the legally constituted agencies thereof.

### **SECTION 10. AUDIT**

The Consultant agrees that to the extent provisions of the Federal Acquisition Regulations apply to services provided by Consultant under this Agreement, the City shall, until the expiration of three (3) years after final payment, have access to and the right to examine any directly pertinent books, documents, papers and records of the Consultant and of any of the subcontractors engaged in the performance of and involving transactions related to this Agreement or any subcontracts. In all other instances, the City shall have the right during the term of this Agreement, and up to one (1) year thereafter, to inspect all relevant records related to invoices submitted by Consultant or Fee modifications requested by Consultant.

### **SECTION 11. PROHIBITION AGAINST ASSIGNMENT**

The parties are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any of its contents, or of any right, title or interest therein, or of the power to execute this Agreement, to any other person or corporation without the previous consent, in writing, of both parties. However, Contractor may assign its rights to receive payment upon prior written approval of the City unless otherwise prohibited by law.

### **SECTION 12. OBLIGATIONS LIMITED TO FUNDS AVAILABLE**

The parties specifically agree that the Consultant's duty to perform work under this agreement and the City's obligation to pay for that work, including any out-of-pocket and subcontracting expenses of the Consultant, shall be limited to the amount of money actually appropriated by the City Council and encumbered (i.e., certified as being available) for this Project by the City Director of Finance (or his authorized deputy). This provision shall limit the parties' obligation to perform even though this Agreement may provide for the payment of a fee greater than the appropriated and encumbered amount.

### **SECTION 13. EXTENT OF AGREEMENT**

This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by the party's authorized agent.

### **SECTION 14. STATUS AS INDEPENDENT CONTRACTOR**

The Consultant, as an independent contractor, covenants and agrees to conduct the work under this Agreement consistent with such status. The Consultant shall neither pretend nor claim to be an officer or employee of the City by reason hereof, nor make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

# AUCTIONEER SERVICES

## SECTION 15. LAW

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

## SECTION 16. NO-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the City, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the City from enforcing each and every term of this Agreement thereafter.

## SECTION 17. SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

## SECTION 18. DEBARMENT AND SUSPENSION

The Consultant certifies, by the signing of this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. Assistance under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or sub recipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

## SECTION 19. TERMINATION FOR DEFAULT

The performance of work under this Agreement may be terminated by the parties in accordance with this clause in whole, or from time to time in part, whenever either party shall default in the performance of this Agreement in accordance with its terms. Upon termination due to City's default, Consultant shall be paid that part of the fee proportionate to the amount of services provided by Consultant under this Agreement as of the date of default. Upon termination due to Consultant's default, the City may take over the work to be performed and complete the same by contract or otherwise, and the Consultant shall be liable to the City for any excess cost occasioned thereby.

## SECTION 20. LIVING WAGE REQUIREMENTS

### A. Applicability of Living Wage Requirements

This section shall apply and the Consultant shall comply with the requirements of Section 8A-18 of the Municipal Code of the City of Rochester, known as the "Rochester Living Wage Ordinance", in the event that payments by the City to the Consultant under this Agreement are equal to or greater than \$50,000, or involves retention by the Consultant of fees equal to or greater than \$50,000 during a period of one year. If this Agreement is amended to increase the amount payable hereunder to a value equal to or greater than fifty thousand dollars (\$50,000) during a period of one year, then any such amendment shall be subject to Section 8A-18.

### B. Compliance

The Consultant shall pay no less than a Living Wage to any part-time or full-time Covered Employee, as that term is defined in Section 8A-18B, who directly expends his or her time on this Agreement, for the time said person actually spends on this Agreement. Living Wage, as set forth in this Agreement, shall be the hourly amount set forth in Section 8A-18(C)(2), and any adjustments thereto, which shall be made on July 1 of each year and shall be made available in the Office of the City Clerk and on the City's website, at [www.cityofrochester.gov](http://www.cityofrochester.gov). Consultant shall also comply with all other provisions of Section 8A-18, including but not limited to all reporting, posting and notification requirements and shall be subject to any compliance, sanction and enforcement provisions set forth therein.

**AUCTIONEER SERVICES**

**C. Exemption**

This section shall not apply to any of Consultant's employees who are compensated in accordance with the terms of a collective bargaining agreement.

**SECTION 21. COMPLIANCE WITH MACBRIDE PRINCIPLES**

The Consultant agrees that it will observe Ordinance No. 88-19 of the City of Rochester, which condemns religious discrimination in Northern Ireland and requires persons contracting to provide goods and services to the City to comply with the MacBride Principles. A copy of the MacBride Principles is on file in the Office of the Director of Finance.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

**CITY OF ROCHESTER**

BY: \_\_\_\_\_  
Mayor City of Rochester

**CONSULTANT**

\_\_\_\_\_  
Name:  
Taxpayer Id. No.:

STATE OF NEW YORK)  
COUNTY OF MONROE) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me the subscriber, Lovely Warren, personally known, who being by me duly sworn, did depose and say that he resides in the City of Rochester; that he is the Mayor City of Rochester, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

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

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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