City of Lowell
Purchasing Department
City Hall
375 Merrimack Street, Room 60
Lowell, Massachusetts 01852

Project Name: **Receivership Program for Abandoned or Foreclosed Properties**
RFQ No.: **15-28**
Date: **September 22, 2014**
Buyer: **P. Michael Vaughn**
Tel. No.: **978-970-4110**
Fax No.: **978-970-4114**
Email: **pmvaughn@lowellma.gov**

The City seeks to identify one or more qualified Receivers, in accordance with Massachusetts General Law Chapter 111 Section 127I, capable of promptly repairing abandoned property in Lowell for the purpose of bringing the property into compliance with the state sanitary code, building code, and all other applicable state and local laws, regulations and codes. Those interested should be able to demonstrate previous experience.

DUE DATE

Sealed proposals will not be publicly opened on: **October 14, 2014** at City Hall in the Purchasing Department, Room 60, 375 Merrimack Street, Lowell, MA 01852, at 11:00 AM, EST/EDST, for the work described herein. BIDDERS ARE REQUIRED TO SUBMIT A BID INCLUDING ALL BID FORMS CONTAINED IN THIS PACKAGE. DO NOT REMOVE PAGES.

DURATION

One year (from contract execution expected to be November 1, 2014 to October 31, 2015)

CLARIFICATIONS OF SPECIFICATIONS

Any request for clarification to, or relief from, the specifications, must be submitted in writing to the attention of the assigned Buyer at the Purchasing Department's office no later than **seven (7) business days prior to the Due Date.**

Should the City make changes to any specification, stipulation, requirement, or procedure, notification will be made to all Bidders in the form of written Addenda. No officer, agent, or employee of the City is authorized to amend any provision contained in this IFB, including the specifications, unless such amendment is issued as an Addendum and sent to all Bidders in accordance with this Section (Clarification of Specifications). Bidder is required to acknowledge all addenda. (**attached – form B**).

APPROPRIATION CONTINGENCY

If the City fails to appropriate operating funds, or if funds are not otherwise made available for the continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated. The City's fiscal year begins July 1st.

Purpose
The City seeks to identify one or more qualified Receivers, in accordance with Massachusetts General Law Chapter 111 Section 127I, capable of promptly repairing abandoned property in Lowell for the purpose of bringing the property into compliance with the state sanitary code, building code, and all other applicable state and local laws, regulations and codes.

The Receiver will be appointed by the housing court and have the power to collect rents if the building is occupied, establish a priority lien on the property which has priority over all other liens excepting municipal liens, and grant security interests or liens on the affected property to secure funding.

The Receiver is responsible for developing the scope of services required to bring the property into compliance with state and local codes, bidding for and choosing contractors, managing construction, implementing disposition of the property, and providing reports to the housing court and City on progress and costs.

The Receiver will have the opportunity to, subject to written approval from the City, foreclose and auction, and/or purchase the property upon completion of the project.

1. Scope of Work
The Receiver shall:

- Represent the interests of the municipality, owner, lender(s), tenant(s) and community by abating violations of the Massachusetts State Sanitary Code, Building Code, local ordinances and other items that pose hazards to the health and safety of the occupants and community.
- Identify the scope of work required to repair the property and bring it into compliance with state sanitary and building codes, local ordinances and other applicable laws and regulations.
- Obtain sufficient financing or funding for the required scope of work.
- Procure construction services using prudent general business guidelines including competitive bidding.

- Manage the construction team and/or work, and project schedule to ensure compliance with the scope of work, timelines established for the project, costs estimated, and adherence to state and local codes.
- Obtain all permits required for the scope of services.
- File bimonthly reports to the housing court and City of Lowell including status of code compliance repairs, status of rent collections and tenancies, other repairs needed but not completed and plans to address, units vacated, units re-rented, income from rentals and borrowing, expenditures from repairs and management of the property.
- Maintain detailed records of all revenues and expenditures including all backup documentation.
- Notify the City and file with housing court any changes in the repair or rehabilitation plan; provide scope and budget deviations and documentation justifying the requested changes.
- Adhere to all court ordered specifications and requirements.
- Manage and maintain the property following the completion of its rehabilitation.
- Foreclose on the property, with approval from the City, and conduct an auction in accordance with state laws. Incorporate any pre-qualifications identified by the City and/or housing court in the notice of sale and sale proceedings.
- Appear in court during the petition and rehabilitation process, as required or needed by the judge or City.
- Obtain and maintain proper insurance for the work and management of the property while in receivership.

3. Requirements

The Receiver must:

- Be a property management firm, construction company, non-profit, lawyer or other responsible party qualified, experienced, and capable of securing and employing the necessary resources to bring residential, commercial and/or industrial property into compliance with state and local laws, regulations and codes.
- Have knowledge of landlord/tenant law, property management, the local real-estate market, experience with bidding and contracting, identifying and obtaining financing, and state sanitary and building codes.
- Have knowledge of the court appointed receivership program and its general requirements and restrictions.
- Have knowledge of the City's Zoning Ordinance and the regulations related to land and property use.
- Be capable of beginning repair or construction on the property within two (2) months of being appointed as Receiver.

- Be fiscally solvent and capable of obtaining sufficient funding to complete the scope of work.

4. Submission of Qualifications

Parties interested in becoming a Receiver shall provide one (1) original and three (3) copies of their Submission Package. Submission Package shall include the following:

- Indication of which category of property(s) interested in becoming a Receiver for:
  - residential single family
  - residential multi-family
  - mixed-use
  - commercial
  - industrial
- Two years of audited financials, business and/or personal tax returns, and most recent financial statements.
- At least four examples of similar repair or rehab projects completed successfully. Examples must be provided for each category of project the applicant is seeking to become Receiver for.
- Resumes of relevant staff that will be responsible for an assigned project.
- General project plan that indicates the activities that will occur and timeline for occurrence to bring a property into compliance with state and local laws, regulations and codes.
- General plan for securing funding, including timeline, likely sources, letters of commitment or documentation of ability to obtain funding from the sources, and maximum amounts capable of receiving for a project.

Upon being notified of a property pending receivership the Receiver must:

- Become familiar with the property, its location, existing and ongoing state and local code violations, title history, and any other relevant information.
- Provide a conceptual budget for the scope of work and all costs inclusive of financing and management.
- Accept the project with the subject property "as is" in all respects at the date of the appointment of Receiver by the housing court.

5. Properties

The City will seek to pursue receivers for a number of properties in the City including single-family residential, multi-family residential, mixed use, commercial and industrial.

The City will provide a candidate Receiver any available information at the time of petition development, including location of the property(s), Zone, existing violations, inspection records, and any existing outstanding tax or water/sewer bills.

Additional violations or issues may be identified or occur during the process of selecting and appointing a Receiver. The Receiver will be responsible for repair or abating all violations or issues present at the time the Receiver is appointed by the housing court.

It will be the responsibility of the Receiver to conduct any additional due diligence including title research, current condition of property, rental and real estate market, and other information as deemed appropriate for entering into the Receivership role.

The candidate Receiver will be required to respond with the specific plan for the project(s) within a timeframe determined by the City. Candidate Receivers may choose not to submit a project plan by declining in writing to the City, at which time the City will select the next candidate for Receiver.

6. Rental Units

The Receiver shall manage any units currently or capable of being occupied in full compliance of all federal state and local laws. The Receiver may not deny housing on the basis of color, sex, national origin, religion, presence of children in the household, disability, martial status, age, sexual orientation, military or veteran status, ancestry, public assistance, housing subsidies or rental assistance, or genetic information.

The Receiver will be responsible to maintain any occupied units in accordance with all applicable federal, state and local laws, regulations and codes. The Receiver will be responsible for obtaining required Certificate of Inspection, local dwelling unit permits, and other regular and ongoing permits or licenses and inspections while maintaining the property, and be responsible for addressing any violations identified in said inspections.

The Receiver shall record and maintain a separate banking account for all rents raised from occupation of the units separately from any other records or accounts used by the Receiver.

7. Permits and Licenses

The Receiver shall be responsible to pay for, obtain, and comply with all required permits, permissions and/or licenses required by the City and State to perform the scope of work.

8. Inspection
The City reserves the right to inspect any and all work and/or records related to the work in progress or completed. Any omission or failure on the part of the City's representative to disapprove or reject inferior or defective work or records shall not be construed to be an acceptance of such work or records. If any defective work or records are found, the Receiver shall be responsible to cure the failure.

9. Payment
The Receiver shall be compensated as allowed by MGL Chapter 111 section 127I.

10. Insurance and Indemnification
The Receiver shall indemnify the City from any and all claims brought against the Receiver resulting from their involvement in the program. The Receiver shall possess or obtain such insurance as deemed appropriate by the City, and any insurance that may be required to apply for permits with the City and State.

11. Conflict of Interest
If the prospective Receiver feels that a potential for a conflict of interest exists, the prospective Receiver will be required to document the facts and submit it for evaluation by the City of Lowell with their Submission of Qualifications.

12. Basis for Determining Receiver
Qualifications will be evaluated on the following criterion:

a) ***Relevant experience:***

Highly Advantageous	Applicant has at least five (5) years experience in construction, property management, or project management for building rehabilitations of the category of properties interested in becoming Receiver for.
Advantageous	Applicant has at least three (3) years construction, property management, or project management for building rehabilitations of the category of properties interested in becoming Receiver for.
Not Advantageous	Applicant has less than three (3) years construction, property management, or project management for building rehabilitations of the category of properties interested in becoming Receiver for.

b) Demonstrated Ability to Obtain Funding

Highly Advantageous	Applicant has a clear plan to obtain funding, identified reliable sources such as liquid assets or lines of credit, and/or funding commitments of $200,000 or more.
Advantageous	Applicant has a clear plan to obtain funding, identified reliable sources such as liquid assets or lines of credit, and/or credible document of capability to obtain funding commitments of $100,000 or more.
Not Advantageous	Applicant has a clear plan to obtain funding, identified reliable sources, but no credible documentation of commitments or capability to obtain funding in the timeframe proposed.
Unacceptable	Applicant has no reliable sources of funding.

c) Project Plan

Highly Advantageous	Applicant provides a clear and comprehensive plan for developing a scope of work, securing financing, obtaining construction services, and implementing the project, and includes required milestones such obtaining permits within 30 days of appointment as Receiver and completing projects within 6 months of appointment.
Advantageous	Applicant provides a clear and comprehensive plan with an extended timeline for developing a scope of work, securing financing, obtaining construction services, and implementing the project, including required milestones such as obtaining permits within 45 days of appointment as Receiver and completing projects within 9 months of appointment.
Not Advantageous	Applicant does not provide a clear or comprehensive plan or reasonable timelines for developing a scope of work, securing financing, obtaining construction services, and implementing the project, or required milestones such as obtaining permits and completing the project.

d) Demonstrated Ability to Perform Repairs

Highly Advantageous	All of the applicant's references indicate that the projects were completed with minimal, insignificant delays or adjustments to the cost.
Advantageous	Only one of the applicant's references indicates that the projects were completed with minimal, insignificant delays or adjustments to the cost.
Not Advantageous	Two or more of the applicant's references indicate that the projects were completed with minimal, insignificant delays or adjustments to the cost.

e) Demonstrated Ability to Manage Property

Highly Advantageous	All of the applicant's references indicate that the properties managed by the applicant are maintained in good condition, and are compliant with all applicable laws, regulations and codes.
Not Advantageous	The applicant does not have references for property management experience.
Unacceptable	One or more of the applicant's references indicate that the properties managed by the applicant are not maintained in good condition, and/or are not compliant with applicable laws, regulations and codes.

f) In Good Standing

Highly Advantageous	The applicant is in good standing with the City of Lowell, has no history of known violations or outstanding violations issued by the various permit-issuing departments in Lowell, is not delinquent on taxes, fees, or liens owed any government agency including the City, and does not own property in tax title foreclosure.
Advantageous	The applicant is in good standing with the City of Lowell, has a history of less than two minor violations and no outstanding violations issued by the various permit-issuing departments in Lowell, is not delinquent on taxes, fees, or liens owed any government agency including the City, and does not own property in tax title foreclosure.

Not Advantageous	The applicant is in good standing with the City of Lowell, has a history of multiple minor and/or major violations and no outstanding violations issued by the various permit-issuing departments in Lowell, is not delinquent on taxes, fees, or liens owed any government agency including the City, and does not own property in tax title foreclosure.
Unacceptable	The applicant is not in good standing with the City of Lowell, has current minor and/or major violations and outstanding violations issued by the various permit-issuing departments in Lowell, is delinquent on taxes fees or liens owed to any government entity including the City, and/or owns property in the City of Lowell that is in tax title foreclosure.

g) Written Proposal

Advantageous	The applicant's submission is well-organized, clear, and concise, with few or no significant analytical errors.
Not Advantageous	The applicant's submission is not well-organized, clear, concise, or it contains numerous analytical errors.

13. Candidate List

The Receiver candidate lists shall include and be in the order of the applicant(s) offering the most advantageous proposals, taking into consideration all evaluation criteria. The City shall be the sole judge of the qualifications. A separate list shall be created for each property category.

An applicant may submit qualifications for one or more of the categories of property available for receivership programs.

A candidate receiver may choose not to submit a project plan by declining in writing to the City, at which time the City will select the next candidate for Receiver.

The City will eliminate Receivers from the candidate list that are found to repetitively decline projects of their chosen property category. The City will be the sole judge of when to eliminate Receivers from the candidate list.

14. Discrimination

The City will not accept qualifications from any applicant that discriminates in violation of Massachusetts General Law.

15. Cost Liability
The City assumes no responsibility and no liability for costs incurred in development or transmission of the Submission of Qualifications.

16. Agreement with the City of Lowell
The recommended Receiver, prior to being appointed by the housing court for a project, will be required to enter into an agreement with the City of Lowell. The agreement shall bind the Receiver to conformance with and performance of the terms and conditions of this Request for Proposal solicitation, which shall be added as Attachment A of the agreement, and the Receiver's response to the solicitation, which shall be added as Attachment B of the agreement.

17. Amendments
In the event it becomes necessary to revise any part of this Request for Qualifications, revisions will be provided to all who received copies of the RFQ. The City is not responsible for copies of revisions being lost in the mail or not delivered due to unforeseen circumstances.

18. Rejection of Qualifications
The City reserves the right to reject any or all qualifications if deemed solely by the City to be in the best interest of the City and the success of its Receivership program.

19. Cancellation of Program
The City may reject the list of candidate receivers in whole or in part, for cause or no cause, if deemed in the best interest of the City. The City may cancel its Receivership Program at any time if deemed in the best interest of the City.

The City may seek to reissue the request for qualifications at any time if deemed in the best interest of the City. It will notify existing candidate receivers if the request for qualifications is reissued.

The City shall be the sole judge of its best interest in all matters of the Receivership Program, including but not limited to identification and selection of candidate receivers, receivership projects, required timelines and scopes.

CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby certifies that the Bidder shall comply with Massachusetts Conflict of Interest Laws, G.L. c. 268A and with the City's Conflict of Interest terms stated in Article 33 of these Contract Documents.

BIDDER'S NAME:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

ACKNOWLEDGEMENT OF ADDENDA

The Bidder acknowledges all addenda.

ADDENDA NUMBER	DATE ISSUED
_____	_____
_____	_____
_____	_____

AFFIDAVIT OF NON-COLLUSION

It shall be understood that any bid submitted to the City is made without collusion with any other bidder submitting a bid on the same commodity/service, and is in all respects fair and without fraud.

STATE OF: _____ Date:_____

COUNTY OF: _____ S.S.: _____

The undersigned being duly sworn, deposes and says that he/she is the

_____

(Sole Owner; Partner, President, Treasurer,
or Other Duty Authorized Official of a Corporation)

of _____

(Name of Firm as Appearing in Submitted Proposal)

and works in _____

(City/Town)

and certifies under penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

_____

(Signature and Title of Person Making Affidavit)

Sworn to before me this _____day of _____, 20 ___

Notary Public: _____ My commission expires: _____

IN WITNESS WHEROF, the undersigned certifies, under the pains and penalties of perjury that:

1. It is in compliance with all of the provisions, and shall remain in compliance with the provisions for the life of any Contract resulting from this solicitation. That the bidder is qualified to perform any such Contract and possess, or shall obtain, all requisite licenses and permits to complete performance; shall maintain all unemployment, workers' compensation, professional and personal liability insurance policies sufficient to cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and unemployment laws.
2. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills to the City of Lowell as required by law.
3. To the best of its knowledge and belief has filed all State tax returns and paid all State taxes required by law, and has complied with reporting of employees and contractors, and withholding and remitting of child support (MGL c.62C, s.49A).
4. Pursuant to MGL c.30B s.10 (or c.30 s.39M), this bid or proposal has been made in good faith and without collusion or fraud with any other person. As used in this paragraph, "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

_____	_____
Signature of Person Signing Bid or Proposal	BY: Corporate Officer (Type/Print)
_____	_____
Corporate Name (Full Business Name)	BY: Corporate Officer (Sign)
_____	_____
Social Security or Federal Tax ID# Business (DBA)	State of Incorporation/City of Registration

Approval of a contract, or other agreement, will not be granted unless the applicant signs this certification form. You're Social Security number or Federal Tax Identification number will be furnished to the Massachusetts Department of Revenue (DOR) to determine weather you have met tax filing or tax payment obligations. The City of Lowell is required to furnish a list to the DOR at the end of its fiscal year, showing the vendors to whom more than $5,000 is paid during the twelve months, ending June 30. Providers who fail to correct their non-filing or delinquency, will not have a contract or other agreement issued or extended. This request is made under the authority of Massachusetts General Laws, c.62C, s.49A.

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of (insert name of corporation)

Held _____ at which all the Directors

Were _____

Present or waived notice, it was voted that _____
(name)
_____Of this corporation, be it he or she, hereby is (corp. office)

authorized to execute bid documents, contracts and bonds in the name and on (corp. office)

behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any bid

document or contract or obligation in this corporation's name on its behalf under seal of the

corporation, shall be valid and binding upon this corporation.

ATTEST: _____
(Clerk or secretary)

Place of Business: _____

I hereby certify that I am the clerk/secretary of the _____
(Name of Corporation)

And that _____
(Name)

is the duly elected _____ of said corporation,

and _____
(Corp. office)

that the above vote has not been amended or rescinded and remains in full force and effect as of

the date set forth below.

ATTEST_____
(Clerk or secretary)

Date:*

* This date must be on or before the date of the Contract

RFQ 15-28

In accordance with the Specifications, and under the terms and conditions mentioned above, I (We) hereby offer to furnish and deliver to departments described above the following materials which shall in all respects meet the attached specifications, as required during the terms mentioned above for the following prices:

The Receiver shall be compensated as allowed by MGL Chapter 111 section 127I.

Signature of Bidder _____

Print Name and Title _____

Company Name and Address _____

_____

Telephone Number _____