

*Invitation for Bids  
Property Sale*



*17 Lodi Street  
Worcester, Massachusetts*



**Edward M. Augustus, Jr.**  
City Manager

**Sandra J. Flynn**  
City Treasurer



**PURCHASING DIVISION  
CITY OF WORCESTER  
ROOM 201, CITY HALL, 455 MAIN STREET  
WORCESTER, MA 01608  
(508) 799-1220**

**ISSUANCE DATE: October 15, 2020**

**Christopher J. Gagliastro, Purchasing Director**

**INVITATION FOR BIDS  
Bid #: 7492-W1**

**AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER  
NOTICE TO PROPOSERS**

**RFB TITLE: Property Sale – 17 Lodi Street**

All bids are subject to the terms, conditions, and specifications herein set forth:

1. The City of Worcester, through the City’s Tax Title Custodian is offering for sale the real property located at 17 Lodi Street.

The site is zoned Residential General 5.0 (RG-5.0). Redevelopment must be consistent with permitted by-right uses and special permit uses within the zoning districts and in conformance with all restrictions under Section I: Declaration of Restrictions.

<b>Address</b>	<b>MBL</b>	<b>Parcel Size</b>	<b>Zoning</b>
17 Lodi Street	05-013-00042	2,541 SF	RG-5.0

**Bids are due at the City of Worcester Purchasing Department, Room 201, City Hall, Worcester, Massachusetts 01608 no later than 10:00 A.M. on November 25, 2020. Late submissions will be rejected, regardless of circumstances.** The City is not responsible for submittals not properly marked.

Bid results will be available on the City of Worcester Purchasing Department website as soon as possible following the due date. Please go to [www.worcesterma.gov](http://www.worcesterma.gov) for further information.

2. Bids to purchase the property must include a certified check made payable to the “City Treasurer, City of Worcester” in the amount of 10% of the proposed purchase price as bid security. This must be submitted under separate sealed cover marked “Bid Security.” In the case of default, the surety shall be forfeited to the City as liquidated damages.

3. Any prospective Bidder requesting a change in or interpretation of existing specifications or terms and conditions must do so within five (5) days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled bid opening date. All requests are to be in writing to the Purchasing Department and are to be in duplicate. No changes will be considered or any interpretation issued unless such request is submitted to the City of Worcester within five (5) days (Saturdays, Sundays, and Legal Holidays excluded) before the scheduled bid submission date.

Any inquiries related to technical or contractual matters must be submitted in writing to:

Christopher J. Gagliastro, Purchasing Director  
City of Worcester, City Hall  
455 Main Street, Room 201  
Worcester, MA 01608  
Email address: [gagliastroc@worcesterma.gov](mailto:gagliastroc@worcesterma.gov)

4. Nothing herein is intended to exclude any responsible Bidder or in any way restrain competition. All responsible Bidders are encouraged to submit bids. The City encourages participation by Minority and Women Owned Business Enterprises (M/WBE).
5. The following meanings are attached to the defined words when used in the RFB.
  - a. The word "City" means the City of Worcester, Massachusetts.
  - b. The word "Bidder" means the person, firm, or corporation submitting a bid in response to this IFB.
  - c. The phrase "Preferred Bidder" means the Bidder that is selected through this IFB.
  - d. The phrase "Purchaser" means the Preferred Developer that takes title to the property offered for sale through this IFB.
6. All material submitted by a Bidder becomes the property of the City. The City is under no obligation to return any of the material submitted by a Bidder in response to this IFB.
7. Each bid must remain in effect for 120 days from the deadline for submission. The City will decide upon acceptance within 120 days of submission.
8. The requirements of this IFB are binding and not subject to negotiations. The City reserves the right to accept or reject any or all of the bids submitted and waive informalities and technicalities.
9. Rule for Award: The City shall select the Bidder that has made the highest bid deemed to be in compliance with the terms of this IFB.
10. The Bidder must certify that no official or employee of the City of Worcester, Massachusetts, is peculiarly interested in this IFB or in the contract which the Purchaser offers to execute or in expected profits to arise therefrom, unless there has been compliance with the provisions of Massachusetts G.L.C. 43, Section 27, and G.L.C. 268A, §§ 3, 17, 19, 20, and 23, and that the

Bidder's offer is made in good faith without fraud or collusion or connection with any other person submitting a bid.

11. Any bid that is withdrawn after the time and date specified as the bid due date under paragraph (1) of this IFB will be subject to forfeiture of the bid security deposit required as specified in this IFB under paragraph (2).
12. It is understood and agreed that it shall be a material breach of any deed resulting from this IFB for the Purchaser to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions, or privileges of employment because of race, color, religious creed, national origin, sex, gender identity, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information, ancestry, disability or source of income.
13. The Purchaser shall not discriminate against any qualified employee or applicant for employment because of physical disability, race, color, religious creed, national origin, sex, gender identity, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information, ancestry, disability or source of income. The Purchaser agrees to comply with all applicable Federal and State Statutes, rules, and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; The Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, Section 4(1) and all relevant administrative orders and executive orders.

If a complaint or claim alleging violation by the Purchaser of such statutes, rules, or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the Purchaser agrees to cooperate with the MCAD in the investigation and disposition of such complaint or claim.

In the event of non-compliance with any of the provisions of this IFB on the part of the Proposer, the City shall impose such sanctions as it deems appropriate, including but not limited to the following:

At the sole determination of the City, any Bidder who fails to comply with the listed provisions will be deemed unacceptable as failing to adhere to the IFB Requirements and may forfeit the deposit.

14. The successful Bidder shall comply with all applicable federal, state, and local laws, ordinances, and regulations. The awarded contract shall be governed under the laws of the Commonwealth of Massachusetts.
15. If the Purchasing Agent or any employee of his department, the heads of using agencies, or any other officer or employee of the City who has taken part in the disposition of this property, is financially interested, directly or indirectly, any contract agreement shall be void.

16. The award to the successful Bidder may be cancelled in the event of nonperformance as may be determined by the City.
17. The City shall disqualify from review any and all Bidders, including any individual or entity affiliated or closely related to such Bidder, determined to be, by the Treasurer and Collector of Taxes, not current on real estate taxes and/or water and sewer fees, which have accrued to the Bidder's properties during the time the Bidder has been the owner of record of such properties. The term "current" in the preceding sentence means that Bidder shall not owe, at the time of submission, real estate taxes, water fees, and sewer fees for all the Bidder's properties other than taxes, water fees, and sewer fees that have accrued in the current fiscal year and liens or arrearages accrued to such properties while owned by someone other than the Bidder. Upon receipt of all bids, the Purchasing Department shall provide the Treasurer and Collector of Taxes with the names of all Bidders for the Treasurer to review their status with respect to the provisions of this paragraph. The Treasurer and Collector of Taxes shall have the sole discretion to determine which Bidders are current and which are not with respect to the provisions of this paragraph. After review, the Treasurer shall then provide for the Purchasing Department the names of all Bidders determined to be current or not current.
18. The City shall disqualify from review any and all Bidders, including any individual or entity affiliated or closely related to such Bidder, which are the owners of record of property and are determined to be, by the Building Commissioner, not in compliance with all government approvals, laws, and regulations at the time of the proposal submittal date. Upon receipt of all bids, the Purchasing Department shall provide the Building Commissioner with the names of all Bidders for the Building Commissioner to review their status with respect to the provisions of this paragraph. The Building Commissioner shall have the sole discretion to determine which Bidders are in compliance and which are not with respect to the provisions of this paragraph. After review, the Building Commissioner shall then provide for the Purchasing Department the names of all Bidders determined to be in compliance or not in compliance.
19. The Purchaser will be required to indemnify and save harmless the City of Worcester for all damages to life and property that may occur due to his or her negligence or that of his or her employees, subcontractors, agents, invitees, etc. during the duration of actions taken under the resulting deed.
20. The Purchaser shall thereafter pay the entire balance of the purchase price, plus a deed recording fee of \$ 125.00 and accept delivery of the deed to the property, to be conveyed at a date specified.

**INVITATION FOR BIDS  
PROPERTY SALE AND DEVELOPMENT**

**17 LODI STREET  
WORCESTER, MASSACHUSETTS**

**INTRODUCTION**

The City of Worcester, through the City's Tax Title Custodian, is seeking bids from qualified Bidders to purchase the real property located at 17 Lodi Street, which consists of an approximately 2,541 square foot parcel of land with a single family home located thereon.

The City makes no representations with respect to any zoning and building code restrictions and requirements that may impact the development of this particular property. The City also makes no representations with respect to the existence or nonexistence of any known or unknown code violations, demolition orders, or municipal liens affecting this particular property.

**The parcel is being sold to the highest bidder "as is" with no guarantees for further construction and/or improvements to the parcel.** The bidder(s) will be required to submit a down payment equal to 10% of the final bid price as proposal security. Final payment plus a deed recording fee of \$125.00 will be due no later than 15 days after the date of said bid closing which is currently set for November 25 2020. The successful bidder(s) shall also be required to sign, under penalties of perjury, a statement that neither they nor any other person, who would gain equity in the property, have any tax delinquencies.

Upon receipt of the full payment, the Tax Title Custodian shall execute, deliver, and record on behalf of the City of Worcester the deed necessary to transfer the title of the City to such property sold.

**SECTION I. DECLARATION OF RESTRICTIONS AND REQUIREMENTS**

1. The property being offered has been foreclosed by Decree from the Land Court. The property will be sold "as is". The City of Worcester ("City"), its Treasurer, employees, representative, and/or agents make NO REPRESENTATION AS TO ITS CONDITION FOR A STRUCTURE, ENVIRONMENTAL CONDITIONS, AND THE INSURABILITY OR MARKETABILITY OF ANY TITLE OTHER THAN THAT THE TITLE HAS BEEN FORECLOSED UPON BY THE COURT.
2. Any materials or documents concerning this bid prepared or furnished by the City or its employees are solely for informational purposes. No warranty or representation is made as to the accuracy or completeness of the information. Prospective purchasers should make their own investigations and draw their own conclusions.

3. The properties shall be conveyed subject to any environmental conditions, if any, including but not limited to hazardous waste conditions, which may or may not be in compliance with any applicable laws, policies or regulations.
4. The properties shall be conveyed subject to any person, if any, in actual occupancy. It will be the responsibility of the successful bidder and not the City to evict any former owner or any person upon the premises.
5. Any error, misstatement or omission in the description of the property shall not annul the sale, or be grounds for any abatement or compensation.
6. The Tax Title Custodian has set the minimum bid. The right is reserved to reject any and all bids.
7. The following person(s) shall not be qualified to be the successful bidder; (1) the prior owner of the property or his/her agent, representative, assign or straw; (2) any person currently delinquent in paying his/her own personal taxes or other charges to the City of Worcester; (3) any person who failed to close on the purchase of a property at a previous Public Auction; and (4) any person who was the subject to a tax title foreclosure by the City.
8. The successful bidder must submit a deposit of at least 10% of the bid price at the time of said sealed bid submission. Such deposit shall be in the form of cash or check made payable to the "City of Worcester". Failure to complete the transaction will result in forfeiture of said deposit to the City of Worcester.
9. The successful bidder will be required to execute a Disclosure Statement as required by M.G.L. C.7, §40J, a Memorandum of Sale, and a Certificate of Compliance pursuant to M.G.L. C.60 §77B
10. The requirements of M.G.L. C.44, §63A must be fully complied with regarding pro forma tax (sale price times the current tax rate).
11. The balance of the contract sale amount, plus a deed recording fee of \$125.00 must be paid by **certified or teller's check** within fifteen (15) days of the bid opening which is currently set for **November 25, 2020**.
12. The right to keep such deposit shall belong to the City if Condition No. 11 is not fulfilled.
13. The Purchaser shall indemnify and hold the City of Worcester, its officers, agents, and employees harmless from, against, for, and in respect to any liability arising out of the condition of the property as of the date of transfer of title, including without limitation, any liability arising from any oil, hazardous materials, hazardous substances, hazardous wastes,

or petroleum products, as such terms are or hereafter may be defined pursuant to any environmental laws of the United States or the Commonwealth of Massachusetts (“Environmental Laws”), or the violation of any Environmental Laws on the land.

## **SECTION II. PROPERTY DESCRIPTION/SITE CHARACTERISTICS**

The property located at 17 Lodi Street consists of a 2,541 square foot parcel of land with a single family home located thereon. The property is zoned Residence General 5.0 (RG-5.0).



### **SECTION III. SUBMISSION OF BIDS:**

Bids must be submitted and labeled as follows:

Purchasing Director, City of Worcester  
Property Sale – 17 Lodi Street  
455 Main Street, Room 201  
Worcester, MA 01608  
Re: IFB No. 7492-W1

Late submissions will be rejected, regardless of circumstances. The City is not responsible for submittals not properly marked.

### **CHECKLIST: ASSEMBLY ORDER OF BIDS**

1. Bid Price Proposal
2. Description of the Purchaser(s)
3. Proposal Security
4. Disclosure Statement
5. Non-Collusion Form
6. Statement certifying that Proposer is current on all tax, water, sewer or other obligations to the City of Worcester.
7. REAP Program
8. CORI Compliance Form

**BID PRICE PROPOSAL**

PROPERTY PURCHASE  
CITY OF WORCESTER  
17 Lodi Street

**MINIMUM BID OF \$50,000.00**

OFFER:        \$ \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

Email Address: \_\_\_\_\_

## **LIST OF APPENDICES**

1. Appendix A – Certificate of Non-Collusion
2. Appendix B – Certificate of Tax Compliance
3. Appendix C – Proposer Entity Disclosure Statement
4. Appendix D – Real Property Disclosure Statement

**APPENDIX A**

**Certificate of Non-Collusion**

Under Massachusetts General Laws C. 40, 4B ½, the following Certification must be provided:

“The undersigned certifies under the 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 any of these sections the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.”

(Please Print) \_\_\_\_\_  
Name of person signing proposal

\_\_\_\_\_  
Signature of person signing proposal Date \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address & Zip Code

**No award will be made without Proposer certification of the above.**

**APPENDIX B**

**Certificate of Tax Compliance**

STATE LAW NOW MANDATES THAT TO DO BUSINESS WITH THE CITY OF WORCESTER the Massachusetts Revenue Enforcement and Protection Program of 1983 requires that the following be supplied with your bid:

Date: \_\_\_\_\_

Pursuant to M.G.L. Ch. 62C, Section 49A, I certify under the Penalties of Perjury That I, To My Best Knowledge and Belief, Have Filed All Mass. State Tax Return and Paid ALL Mass. State and City Taxes Required under Law.

Company Name

\_\_\_\_\_

Street and No. \_\_\_\_\_

City or Town \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Social Security No.

or

Federal Identification No. \_\_\_\_\_

Certified by State Office of Minority and Women Business Assistance (SOMWBA)

Yes \_\_\_\_\_ Date of Certification \_\_\_\_\_

**Failure to complete this form may result in rejection of bid and/or removal from City Bid Lists.**

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

**APPENDIX C**  
**Proposer Entity Disclosure Statement**

Give full names and residences of all persons and parties interested in the foregoing proposal:

(Notice: Give first and last name in full; in case of Corporation give names of President, Treasurer and Manager; and in case of Firms give names of the individual members.)

<b>NAMES</b>	<b>ADDRESSES</b>	<b>ZIP CODE</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Kindly furnish the following information regarding the Respondent:

- (1) If a Proprietorship

Name of Owner: \_\_\_\_\_

<b>ADDRESS</b>	<b>ZIP CODE</b>	<b>TEL. #</b>
Business: _____	_____	_____
Home: _____	_____	_____

- (2) If a Partnership

Full names and address of all partners:

<b>NAMES</b>	<b>ADDRESSES</b>	<b>ZIP CODE</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

<b>BUSINESS ADDRESS</b>	<b>ZIP CODE</b>	<b>TEL. #</b>
_____	_____	_____

(3) If a Corporation

Full Legal Name: \_\_\_\_\_

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

Principal Place of Business: \_\_\_\_\_ Zip Code \_\_\_\_\_

Qualified in Massachusetts: Yes \_\_\_\_\_ No \_\_\_\_\_

Place of Business in Massachusetts: \_\_\_\_\_ Zip Code \_\_\_\_\_ Tel. # \_\_\_\_\_

Give the following information regarding Surety Company:

Full Legal Name of Surety Company: \_\_\_\_\_

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

Principal Place of Business: \_\_\_\_\_

Admitted in Massachusetts: Yes \_\_\_\_\_ No \_\_\_\_\_

Place of Business in Massachusetts: \_\_\_\_\_ Zip Code \_\_\_\_\_ Tel. # \_\_\_\_\_

NOTE: The Office of the Attorney General, Washington, D.C. requires the following information on all proposals amounting to \$1,000.00 or more.

E.I. Number of Proposer \_\_\_\_\_

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN," U.S. Treasury Department Form 941.

Authorized Signature of Proponent: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

