

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

285-9966

Auctioneer Services



Jim Hemphill

954-828-5143

Bid 285-9966 Auctioneer Services

Bid Number 285-9966
 Bid Title Auctioneer Services

 Bid Start Date Mar 5, 2008 4:23:54 PM EST
 Bid End Date Mar 27, 2008 2:00:00 PM EDT

 Bid Contact Jim Hemphill
 Sr. Procurement Specialist
 Procurement Department
 954-828-5143
 jhemphill@fortlauderdale.gov

 Contract Duration 1 year
 Contract Renewal 4 annual renewals
 Prices Good for 90 days

Bid Comments The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor or Proposer, to provide Live and On-line Auction Services in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

 There may be two contracts awarded, one for live auction services and one for On-line auction services. The City's objectives include efficiently disposing of excess / surplus properties to increase revenues while decreasing the cost of storing unwanted or obsolete items.

Item Response Form

Item 285-9966-1-01 - Fee for Live Auction Services (Percentage)
 Quantity 1 each
 Percentage
 Delivery Location City of Fort Lauderdale
No Location Specified

 Qty 1

Description
 In accordance with the requirements for this RFP, the undersigned submits the attached proposal to furnish all labor, supplies, equipment, service and supervision necessary to perform auction services per the statement of work, conducive with a safe environment.

Auctioneer shall, as its sole compensation for services provided, receive commission based on a percentage of gross sales proceeds generated from each auction (not to include sales tax).

Item 285-9966-1-02 - Fee for On-Line Auction Services (Percentage)
 Quantity 1 each
 Percentage

Delivery Location City of Fort Lauderdale
 No Location Specified

Qty 1

Description

In accordance with the requirements for this RFP, the undersigned submits the attached proposal to furnish all labor, supplies, equipment, service and supervision necessary to perform auction services per the statement of work, conducive with a safe environment.

Auctioneer shall, as its sole compensation for services provided, receive commission based on a percentage of gross sales proceeds generated from each auction (not to include sales tax).

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City uses automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, RFP Depot. Notices of Invitations to Bid (ITB'S) are sent by e-mail or fax to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with RFP Depot in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact RFP Depot. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including

Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 **MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
 INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
 REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
 BID – a price and terms quote received in response to an ITB.
 PROPOSAL – a proposal received in response to an RFP.
 BIDDER – Person or firm submitting a Bid.
 PROPOSER – Person or firm submitting a Proposal.
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
 FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
 The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible

property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.

- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part

of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder will, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

PART I – INTRODUCTION / INFORMATION**01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor or Proposer, to provide Auction Services in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFP, technical specifications, etc., utilize the question / answer feature provided by RFP Depot. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum (See addendum section of RFP Depot Site). No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

03. TRANSACTION FEES:

THE CITY OF FORT LAUDERDALE WILL USE RFP DEPOT (www.rfpdepot.com) TO DISTRIBUTE AND RECEIVE BIDS AND PROPOSALS. THERE IS NO CHARGE TO VENDORS/CONTRACTORS TO REGISTER AND PARTICIPATE IN THIS SOLICITATION PROCESS.

EFFECTIVE NOVEMBER 1, 2005, AWARDED VENDOR(S) WILL BE EXEMPT FROM PAYING THE RFP DEPOT TRANSACTION FEE OF ONE PERCENT (1%) OF THE TOTAL AWARDED AMOUNT, (2% ON AGGREGATED BIDS) FOR GOODS AND/OR SERVICES AWARDED TO THE VENDOR.

04. ELIGIBILITY

To be eligible to respond to this Request for Proposal the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services similar to those specified in the Scope of Services section of this RFP, to at least two governmental agencies within the past three years and have successfully operated an auction business similar to the RFP requirements for at least five years.

05. INTERPRETATION OF BIDDING DOCUMENTS:

Only the interpretation or correction so given by the Director of Procurement, City of Fort Lauderdale or his designee, in writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret, the RFP documents.

06. RESERVATION FOR REJECTIONS AND AWARD

The City of Fort Lauderdale reserves the right to accept or reject any or all proposals or parts of proposals, to waive irregularities and technicalities, and to request re-proposals. The City also reserves the right to award the contract on such items the City deems will best serve the interest of the City. The City further reserves the right to award the contract on a 'split order' basis, or such combination as shall best serve the interests of the city unless otherwise specified.

07. CONFLICT OF INTEREST

All possible Company / City Employee conflict of interest must be disclosed.

08. GOVERNING PROCEDURES

This proposal is governed by the applicable sections of the City's Code of Ordinances. A copy of the code is available for review at the City Clerk's Office.

09. LOBBYIST ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/documents/lobbyistDocs/lobbyistord1009.pdf>

PART II - RFP SCHEDULE

Release RFP	3/07/08
Last Date for Receipt of Questions of a Material Nature	3/21/08
PROPOSAL DUE (Prior to 2:00 PM)	3/27/08
Evaluation Committee Review and Short Listing of Proposals	4/8/08
Oral Interviews with Finalists and Selection of First Ranked Proposer (Estimated)	4/22/08
City Commission Award of Contract (Estimated)	5/20/08

PART III - SPECIAL CONDITIONS**01. GENERAL CONDITIONS**

RFP General Conditions Form G-107 Rev. 11/04 (GC) are included and made a part of this RFP as Exhibit "A".

02. VARIANCES

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

03. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

04. PROPOSERS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

05. RULES AND PROPOSALS

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

06. FAMILIARITY WITH LAWS

All proposers are required to comply with all Federal, State and Local Laws, Codes, Rules and Regulations that govern and control the actions and operations of this proposal.

07. CONFLICT OF CONDITIONS / INSTRUCTIONS

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

If conflicts exist between the terms and conditions contained herein and the terms and conditions of a proposers contract language, the City's terms and conditions shall prevail unless specifically negotiated and approved by the City.

08. CONFIDENTIAL INFORMATION

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with all Proposer's response shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer must in his or her response specifically identify the material that is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

09. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being

placed on the convicted vendor list. NOTE: Proposer, by submitting a proposal attests they have not been placed on the convicted vendor list.

10. AWARD

10.1 The bid will be awarded to the overall highest ranked proposer. May be awarded to one proposer for both on-line and live auction services or item by item, whichever is in the best interest of the City of Fort Lauderdale.

10.2 The City of Fort Lauderdale will be the sole judge in determining if the product proposed and delivery time meets our requirements. The City reserves the rights to award to that proposer which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to the specifications and in the bidding procedure.

11. TAXES AND PERMITS:

The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The proposer shall take these factors into consideration in preparing his proposal, including therein the cost of the State and Use Tax on materials, but excluding the cost of those taxes and permits not applicable.

12. NO EXCLUSIVE CONTRACT / ADDITIONAL SERVICES

12.1 Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

12.2 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method that is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

13. MODIFICATION OF SERVICES (Deletions / Additions)

13.1 The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

13.2 If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

13.3 The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method that is the same or similar to that used in establishing the prices in his Bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

14. WARRANTIES OF USAGE

Any estimated quantities listed are for information and tabulation purposes only. No warranty or

guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

15. SELLING, TRANSFERRING OR ASSIGNING CONTRACTS

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of The City of Fort Lauderdale.

16. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

17. DEFAULT PROVISIONS

In the event of default by the Proposer, the City reserves the right to procure the item(s) / services proposed from other sources and hold the proposer responsible for excess cost incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.

18. INSURANCE

The Contractor shall carry at all times the following insurance coverage:

Worker's Compensation & Employer's Liability Insurance

Limits: Worker's Compensation – Statutory 440-055.
Employer's Liability in the amount of \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Worker's Compensation insurance. Exceptions if individual performing the work are Corporate Officer, sole proprietor, or partner. Copies of waivers are provided for by Florida statutes. Proper waiver documentation is required.

Commercial General Liability Insurance

Covering premises-operations, products completed operations, independent contractors, and contractual liability.

Combined single Limit Bodily Injury/Property Damage with minimum limits of \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily Injury - \$250,000 each person
\$500,000 each occurrence
Property Damage - \$100,000 each occurrence
Combined Single Limit - \$1,000,000 (Bodily Injury and Property Damage Combined)

WAIVER OF SUBROGATION - All insurance policies of the contractor will be endorsed to waive all rights of subrogation against the City of Fort Lauderdale.

The City shall be named as an additional insured on all policies except Workers' Compensation. All certificates of insurance must be submitted to the Procurement Department and be approved by the

City's Risk Manager prior to commencement of any work.

Additional Insurance Requirements for On-Line Auction Services

Crime Coverage / Credit Card Dishonesty Coverage with a minimum limit of \$500,000.

In addition, The successful vendor will need to provide proof that they maintain insurance coverage in an amount of not less than \$1,000,000 specifically for cyber related crimes relating to the transmission of credit card information over their website that can include but are not limited to criminal activity involving the information technology infrastructure, including illegal access (unauthorized access), illegal interception (by technical means of non-public transmissions of computer data to, from or within a computer system), data interference (unauthorized damaging, deletion, deterioration, alteration or suppression of computer data), systems interference (interfering with the functioning of a computer system by inputting, transmitting, damaging, deleting, deteriorating, altering or suppressing computer data), misuse of devices, forgery (ID theft), and electronic fraud.

19. TORT IMMUNITY:

The City of Fort Lauderdale hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the City's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto.

20. INDEMNITY/HOLD HARMLESS AGREEMENT

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

21. RECORDS, AUDITS

The accounts and financial records, with respect to the services performed under the Contract, shall be kept separate or identifiable from those relating to the Contractor's other activities. The Contractor shall, with reasonable prior notice, make available, during reasonable business hours, to the City's Representative or Internal Auditor for inspection and audit all records and files relative to this Contract. The Contractor shall maintain and make available such records and files for the duration of the Contract, including any extension terms plus two (2) years. Such records shall be maintained as an independent certified public accountant would need to examine in order to certify a statement of Contractor's operations according to generally accepted auditing standards.

22. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

23. CONTRACT PERIOD:

The initial contract term shall commence upon final execution of the contract by the City and shall be for a ONE (1) year period. The City reserves the right to extend the contract for FOUR additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Procurement Director. The extension period shall not

extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

24. DEFAULT

In the event that the auctioneer cannot respond adequately to the needs of the City by reason of meeting the City's auction schedule or any other reason, the auctioneer shall advise the City in writing within 24 hours of said inability, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract and may undertake the necessary service through another auctioneer. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the auctioneer under this Contract and the existing contract will be canceled.

25. ANTI-COLLUSION STATEMENT

By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, or equipment, and that this proposal is in all respects fair, and without collusion or fraud.

TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. BACKGROUND INFORMATION

The City of Fort Lauderdale, FL, is seeking proposals from qualified vendors and entities authorized to do business in the State of Florida to provide auctioneer services. There may be two contracts awarded, one for live auction services and one for On-line auction services. The City's objectives include efficiently disposing of excess / surplus properties to increase revenues while decreasing the cost of storing unwanted or obsolete items.

City procedures do not allow for buyers premium in our auctions.

The City reserves the right to award this proposal in whole or in part, whichever is in the best interest of the City. Proposers are eligible to offer live auction services, on-line auction services or both services.

The City previously held live Auctions semi-annually, normally in the spring and fall of each year, and recently completed our first bulk on-line auction (31 items at one time). The City is anticipating moving more toward on-line auctions and therefore will not commit to continuing the practice of conducting two live auctions per year in the future. The items auctioned range from boats, passenger vehicles (autos, pick-up trucks, vans, SUV's, work trucks, etc.) heavy duty vehicles / work equipment, office equipment and furniture, personal computers, and other miscellaneous items Live auction sales have averaged approx. \$462,000/yr. over the past three years (six auctions). We have also conducted one on-line auction that generated \$276,700 in sales for 31 items. Our miscellaneous police confiscation items and found property are currently done exclusively via on-line auctions and not a part of this solicitation.

No guarantee is expressed or implied as to the total quantity or value of items to be sold under this contract.

02. SCOPE OF WORK

The sole intent and purpose of this Request for Proposal is to obtain secure annual pricing for auctioning services for the City of Fort Lauderdale, FL. Services specified herein are required as minimum services. Auctioneer may offer expanded services that support the goals of these specifications and the City's objectives, if detailed in their proposal.

LIVE AUCTION SERVICES

1. Scheduling

It is anticipated that two auctions will be held annually at the City of Fort Lauderdale Public Services and Fleet Maintenance Complex in the spring and fall of each year. It is also possible that special auctions may be held if the needs arise throughout the term of this contract.

Auctions have generally been held on Wednesdays, 9:00 a.m. - 4:00 p.m. with viewing by perspective buyers on the preceding Monday and Tuesday. The City shall make every attempt to give a minimum of three (3) months notice before any auction date; however, auctioneer shall be capable of emergency scheduling if required.

2. Advertising

Auctions shall be advertised in the local newspapers at least once during the week immediately preceding the auction date. Local paper is the Fort Lauderdale Sun Sentinel (Size and frequency to be determined prior to placement of ads). We also post on our web site, send postcards to an established auction customer/buyer list, distribute flyers and attempt to advertise on the community television channel. Cost for this advertising is assumed by the City.

It will be both the City's and the Contractor's responsibility to advertise the auction. With the City's permission the Contractor will list the City's auction dates on the Contractor's brochures that are mailed

to the Contractor's buyers lists. With the City's permission, the Contractor shall also advertise and promote the City's auctions by mailing notices to their list. In addition, the contractor shall be required to notice the City's auction on the contractor's world wide web (www) site, a minimum of two months prior to the auction date at the auctioneer's expense.

It is the City's desire to contract with an auction firm that has an extensive and up to date mailing list and promotes its auctions extensively. It is also the desire of the City to contract with an auction firm that has an extensive following of active buyers on file, and contacts / resources for specialty type items that they have a history of doing business with. These considerations, the City believes, will increase the average item price and total auction sales and will be considered in determination of award.

03. Registration

All bidders shall be required to register prior to the auction in order to receive a bidders number. Bidders shall be allowed to sign up and view the items available a minimum of two (2) days prior to the auction day. Terms of sale are cash, cashiers check, or approved business/personal check. Bidders shall utilize a current, up to date drivers license for the required bidder information in order to receive a bidder card. **Bidders cards shall be supplied by the contractor prior to each auction.** Contractor may also be required to provide necessary labor to assist in the bidder's registration.

4. Labor and Equipment to be Provided by the Auctioneer

(a) Computer generated entry and reports which shall include the following:

1. Entry of each lot with lot number, description and City Account/Division Code(s), or separate account identifying another participating municipality.
2. Entry of each registered buyer with buyer number, name, address, telephone number and dealer/tax status.
3. Entry of each lot sold including lot number, buyer number and price.

(b) Reports/Output:

1. Produce and print a buyers invoice including buyer's number, name, address, telephone number, lot numbers purchased with description and selling price. Tax due (**if applicable**) and invoice total.
2. Produce and print the following reports:
 - i. List of buyers registered
 - ii. List of active buyers only
 - iii. Lots sold
 - iv. Lots sold by City category
 - v. Lots sold by municipality (if other municipalities participating)
 - vi. Summary by City category
 - vii. Summary by municipality
 - viii. Overall summary, including sales tax by municipality
 - ix. Lots sold by Buyer

Auctioneer shall keep a computer copy of all of the entries of the sale on diskettes or other electronic media for the term of the contract, and three (3) years after termination of contract.

(c) Form for Registration of bidders with identification information

- (d) Bidder Cards
- (e) Bidders Contract form containing the terms and conditions of the sale with an assigned bidder number. All bidders shall sign this form. This form will be kept by the City. This form may be combined with the bidder registration form and shall have the assigned bidder number referenced.
- (f) Sufficient data entry staff to enter bidders data and auction sales as they occur
- (g) Lot tags for each lot, or other suitable form of lot identification
- (h) Staff – contractor shall provide a sufficient and complete staff of experienced, licensed auctioneers, registration and computer personnel.
- (l) Portable Public address system
- (j) Tape recording (video or audio) of the entire auction
Tapes shall be turned over to the City at the end of the auction
- (k) Computers, printers, extension cords and UPS are required and shall be provided by the contractor.

5. Labor and Equipment to be provided by the City:

- (a) Police security and traffic control
- (b) Labor for placement of auction items
- (c) City representatives to assist with registration, title work, and to witness proceedings
- (d) Sanitary facilities
- (e) City of Fort Lauderdale staff to handle the following:
 - Assist with sign-up of bidders
 - Handling of all money/check transactions and cashing out of buyers purchases.
 - Notary
 - Title transfer
 - Pick-up/check-out of merchandise
- (f) Vehicle to ride in during Auction
- (g) Tables, chairs, cash register, phones, office supplies, tent

6. Method of Auction

The walk-around and drive-through method of auction shall be used. Generally, light passenger vehicles will be driven in a processional and bid on one at a time; all other equipment shall be sold in place. The auction shall be sold by item or lot number based on the list distributed the day of the auction.

7. Fee Structure

Auctioneer shall, as its sole compensation for services provided, receive commission based on a percentage of gross sales proceeds generated from the auction (not to include sales tax). Auctioneer shall submit an invoice to the City based on their percentage bid.

Buyer premiums are not allowed.

8. Auction Coordination

Auctioneer shall be responsible for coordination of all auction activities with City staff. Primary City contact person shall be with the Procurement department, to whom auctioneer or project administrator will report. Auctioneer shall offer suggestions, on a timely basis, for maximizing sale value of items. Auctioneer or project manager should attend at a minimum, one Auction meeting with City Staff. City will provide auctioneer an inventory list(s). The City reserves the right to add/delete items from the list up to the day of the auction. A master list shall be printed for distribution as close to the auction day as possible. Auctioneer shall tag all items for sale the day before the auction.

The auctioneer shall handle any disputes that arise during the auction and shall ask for the assistance of the Purchasing Project Manager if required for resolution.

9. Computer Operation

Auctioneer shall utilize a computer system to promptly and accurately record the activities of the auction. Software shall save each transaction as it is entered or the auctioneer shall utilize a UPS. It is preferred to have sale information update immediately so invoices may be generated in a timely manner. Sales information shall be transmitted to the data entry staff immediately to allow bidders to pay their invoices in a timely manner.

INTERNET AUCTION SERVICES

1. Scheduling

The successful Contractor shall provide a comprehensive web based auction system that is capable of conducting on-line auctions 24 hours a day, 7 days a week. System should allow for the City to conduct auctions as often as the City chooses to hold them throughout the year. The vendor must have processing centers already in place to handle the full responsibility of the City's auctions, and must have been conducting on-line auctions for a minimum of five years.

Items that the City submits for auction should be ready to upload to the vendor's site within 24 hours of submittal.

2. Advertising

It will be both the City's and the Contractors responsibility to advertise the City's auctions. Proposers should have a sufficient, extensive up to date database of active buyers and potential buyers.

Proposers average number of visitors or 'hits' per month to their web site is an important factor in evaluations. Also considered shall be the number of registered on-line bidders in their database.

Ability to market / advertise Nationally and Internationally.

Items auctioned through an Internet process will be billed at the same percentage of final gross sales proceeds as stated on the Price Proposal Form.

The proposal should explain:

- A. History/experience with Internet auctioning
- B. Site references
- C. Method of contacting buyers (buyer database)
- D. Information available to potential buyers (data, photos, etc.)
- E. Method of collection of data and photo of sale items
- F. Method of auctioning (set minimums, deadline date and time, modified deadlines, etc.)
- G. Site structure (dedicated page, shared)

4. Auctioneer Provided Services (minimum)

Fully operational and secure Internet auction server/site that shall display photos, give full description, display current bid, allow on-line bidding and capability to close bidding effectively. System should allow for extended bidding when necessary (Bidding continues if there is strong activity right before scheduled closing time)

Uploading at least four pictures of each item along with full descriptions

Work with City employee to set starting bid prices (minimum bids)

Post items online for at least two to four weeks

Advertise / promote bid

Train City Staff on use of system

Collecting payments from bidders – Contractor to accept credit card payments from buyers

Handling item disputes involving payments

Generate and send both City and Buyer a “PAID” receipt (Electronically)

Submit final sales reports to City

Submit auction proceeds to City (less auctioneer commission and sales tax) within ten days of sell

Remit all sales tax collected to the State of Florida

Provide detailed financial and summary reports of all transactions as required by City of Fort Lauderdale

Provide accurate contact information on bidders / buyers

Provide easily accessible and responsive technical support and customer service to bidders.

Provide ‘help desk’ for City staff to train City staff and answer questions. Assistance shall be available during normal business hours EDT. Toll free number required.

Marketing /promoting site constantly to entice a larger pool of bidders

5. Labor and Equipment to be provided by the City:

Storage of Auction items until sold

Provide complete descriptions including any major known defects

Provide Digital pictures (at least four for each vehicle)

Attach federal ‘As Is’ / ” Where is” stickers to vehicles

Title work – Transfer all titles to buyer after proof of payment (receipt)

Assist with marketing

REQUIREMENTS OF THE PROPOSAL

Sealed written Responses shall be received by the City of Fort Lauderdale, Department of Procurement Services, no later than the date, time and at the location indicated for receipt. Submittal of response by fax is not acceptable. Proposals may be submitted electronically through RFP Depot. When utilizing RFP Dept, only one submittal is required. If proposer chooses to submit hard copies instead, than ONE (1) original and FOUR (4) copies of your sets of response forms must be returned to the City or your response may be disqualified.

If proposer chooses to submit hard copies, all proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc. Complete sets of the proposal are required to be submitted on or before 2:00 p.m. on the specified due date to:

The City of Fort Lauderdale Procurement Department,
Room #619, 6th Floor, City Hall, 100 North Andrews Ave.,
Fort Lauderdale, Florida 33301.

One (1) set is to be clearly marked 'ORIGINAL' and is to become the official file copy.

All proposals must be submitted as specified on the proposal pages that follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

Proposer shall provide information to support his/her expertise to perform the services as contained in the RFP. Information submitted shall include, but not necessarily be limited to the following:

Submittals: To be indexed and submitted in the order listed. Proposers shall prepare their proposals using the following format. Proposers are encouraged to label/tab their submittal using the bolded headings given below. NOTE – Items A – H are required for both live as well as on-line proposers. Requirements L-I through L-V are for live auction service submittals; Item O-I through O-V are for on-line auction service submittals.

A. LETTER OF TRANSMITTAL

This letter will summarize in a brief and concise manner, the proposer's understanding of the scope of work and make a positive commitment to

perform the work. Indicate if you are submitting for live auction services, on-line auction services or both. The letter must name all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons. An authorized agent of the proposer must sign the Letter of Transmittal indicating the agent's title or authority. The proposal shall name all persons or entities interested in the proposal as principals. ***The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.*** The letter should not exceed two pages in length.

B. FUNCTIONAL REQUIREMENTS

Discuss your understanding of the City's requirements and how your offering addresses those requirements.

C. COMPANY PROFILE

Legal name, address, Telephone number, Fax number, E-mail address, Web page address, etc. of the proposer, together with legal entity(corporation, partnership, etc.) State of incorporation (if applicable); Number of employees in the firm; Provide number of years in business under the same name and provide any other names the company may have operated under previously; Firm must be established as a legal entity in the State of Florida. State whether the firm is local, regional, or national; Give a list of owners and/or partners and managers of the firm. Include names, addresses and phone numbers;

D. PROFESSIONAL LICENSES AND CERTIFICATES; INSURANCE

Submit a copy of all Licenses, Certificates, Registrations, Permits etc. that your company / staff possesses – to include, but not be limited to occupational, state and local, registrations, etc. required to perform the services required. Submit occupational license from entity where business is located.

Provide evidence of current levels of insurance in areas identified in Proposal.

Certifications: If proposer is a corporation, provide certification from the Florida Secretary of State verifying proposer's corporate status and good standing, and in the case of out-of-state corporations, evidence of authority to do business in the State of Florida (this requirement is not required for on-line auction services).

E. REFERENCES

Minimum of six (6) references of auctions performed with a minimum of two references being for a government entity within the past three years. Reference list to provide listing of references that are similar to the City of Fort Lauderdale requirements. List to include a brief description of similar accounts and size, satisfactorily completed by proposer identified in the proposal with location, dates of contracts, Contact names, addresses,

phone numbers, auction dates, summary of items auctioned, advertising budget and number of registered bidders.

F. LITIGATION

Provide a summary of any litigation filed against the proposer in the past three years which is related to the services that proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved.

G. MARKETING

Provide information on your marketing techniques and scope of reach; Methods of contacting potential buyers; all other information regarding your standard marketing initiatives. Submit a sample of your marketing material. Identify summary of advertising journals that will be used for City of Fort Lauderdale and/or other methods that are of **no charge** to the City.

Identify how your mailing database is categorized and how bidders will be chosen to receive information for the City of Fort Lauderdale auction. Proposers shall also give the number of registered bidders in your database and estimated number of bidders that would be mailed a notice that would have interest in the City auction. Indicate and substantiate the percentage of 'regular' buyers (meaning more than 4 times a year) in your database. Elaborate on you resources for specialty type items that the City may wish to sell (ex. special heavy equipment, Specialty vehicles used by City/County government, etc.)

H. OTHER STANDARDS USED

List in detail, any additional standards and/or practices of your firm that you consider worthy of consideration by the Evaluation Committee in evaluating your proposal.

I. ITEMS NOT INCLUDED IN YOUR PROPOSAL

Discuss / explain any requirements of the RFP that are not included in your proposal.

ADDITIONAL SUBMITTAL REQUIREMENTS FOR LIVE AUCTION SERVICES ONLY

L-I. QUALIFICATIONS AND EXPERIENCE of the firm(s)/individual(s) who will provide the services. The submission should include:

Details on the qualifications of the auctioneer who will perform the work, including relevant schooling, training and experience in similar work.

Details on the qualifications of the project manager who will perform the administrative functions of preparing for the auction, including relevant training and experience in similar work.

Note: Primary staff (auctioneer and project manager) shall be identified by name and title. During the course of the contract, if there are changes in these individuals, the City shall be notified. The City of Fort Lauderdale reserves the right to approve or reject replacements.

L-II. RESOURCES

List of all equipment (computer, audio, etc.) and staff available to do the work on the day of the auction. Indicate any other resources that may be utilized.

L-III. SCOPE OF WORK

This section of the proposal should explain the Scope of Work as understood by the proposer and detail the approach to preparing for and providing an auction. Include details on:

1. Software/Hardware narrative overview of how the information flows through the system and is entered. Detail how checkout procedure is done (online versus batch)
2. Identify Auctioneer staff that will be assisting on auction day and what their duties will be.
3. Proposer to submit sample of terms of sale information that is handed out to bidders at time of registration.

L-IV. MANAGEMENT REPORTS

Please provide a sample of various management reports that you will provide if awarded this contract. Include samples of daily logs, work shift schedules, travel logs

L-V. AVAILABILITY

Indicate current and anticipated workloads and availability during early fall and late Spring. Identify the extent and nature of any anticipated outside support (subcontracting) that will be necessary to complete the services herein. Identify each support vendor by their trade. The City reserves the right to reject any proposed firms used as outside support.

ADDITIONAL SUBMITTAL REQUIREMENTS FOR ONLINE /INTERNET AUCTION SERVICES ONLY

O-I. EXPERIENCE

Describe your history and experience with doing on-line auctions. Provide complete substantiation of your capacity to provide and support an on-line auction site. Detail any experience with clients from the public sector and outcome / results of services provided to other clients of similar size and scope of the City of Fort Lauderdale.

O-II. PROCEDURES

Thoroughly detail how you will work with the City of Fort Lauderdale. Describe the services offered; Detail your on-line auction procedures from request from agency through finalizing the sale. Include all necessary paperwork (if any) that you require from both the agency and the buyer.

O-III. WEBSITE

Provide screen shots of your web pages and explain the benefits of your system / site. Document / Substantiate the average number of 'hits' your web site gets per month (for your most recent fiscal year). Also discuss the safeguards / security of your website. What is the yearly average percentage of down time your site encounters? What systems do you have in place to prevent downtimes and other types of computer glitches / problems? Discuss the maintenance you perform on your system.

O-IV. REPORTS

List and provide a sample of all reports that you offer to the City for this contract. Include or attach a sample of each relevant report that will be available either via the Internet or by mail/fax and the range of time periods available (daily, weekly, monthly, etc)

O-V. CUSTOMER SUPPORT

1. Describe service and support that you offer bidders / buyers
2. Describe your dispute resolution (if any) that you provide on behalf of the agency (example: when a buyer reneges, and other such problems that may arise)

CONSIDERATION FOR AWARD/AWARD PROCEDURES

The award of the contract will be based on certain objective and subjective considerations listed below: There are two separate awards and therefore two separate award considerations.

CONSIDERATIONS FOR LIVE AUCTION SERVICES

1. Experience, qualifications, and past performance of the proposing firm including persons proposed for the project; Expertise of Auctioneer and Project Administrator; Professional Licenses and Certificates; References, Governmental client experience.
Maximum points available are 20.
2. Facilities and resources: Includes effective and efficient use of Software / Hardware to process transactions, check-out, reporting capabilities, equipment used for auctions; databases; Number of registered bidders in database; percentage of 'regular' buyers
Maximum points available are 20.
3. Approach to scope of work: Includes your understanding of the City's requirements and how your offering addresses those requirements; Marketing initiatives / advertising; Reports available / paperwork / form requirements, Procedures / details associated with how your firm conducts an auction, reliance on subcontracting (if any); Services offered to both the client (City) and customer (bidder); checks and balances; Availability of firm during early fall and late Spring; Services offered to both the client (City) and customer (bidder); checks and balances.
Maximum points available are 30.
4. Percentage fee charged to the City (lowest % rated the highest)
Maximum points available are 30.

Total Points Available are 100 points.

CONSIDERATIONS FOR ON-LINE AUCTION SERVICES

1. Experience, qualifications, and past performance of the proposing firm; Professional Licenses and Certificates; References, Governmental / Public Sector client experience. Results / outcomes of sales for governmental / public sector clients.
Maximum points available are 20.
2. Facilities and resources: layout of web page; Safeguards / security of website; check-out, reporting capabilities, Number of registered bidders in database; percentage of 'regular' buyers; Average number of 'hits' your site gets per month (substantiated);
Maximum points available are 20.
3. Approach to scope of work. Including your understanding of the City's requirements and how your offering addresses those requirements; Marketing initiatives / advertising; Reports available / paperwork / form requirements, Procedures / details associated with how your firm conducts an auction, reliance on subcontracting (if any); Services offered to both the client (City) and customer (bidder); checks and balances. Reports and other associated paperwork.
Maximum points available are 30.
4. Percentage fee charged to the City (lowest % rated the highest)
Maximum points available are 30.

Total Points Available are 100 points.

BID TABULATIONS/INTENT TO AWARD

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. It may be a two step process. If a two step process is determined to be required, Evaluations will be as follows: In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. The committee will then conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. In cases where no clarifications or presentations are required, recommendation for award may be determined from information submitted in the proposal only.

The City may also choose to enter into negotiations with the three (3) best-qualified responsible offerors. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted through negotiations after submissions and prior to award for the purpose of obtaining best and final offers.

The City reserves the right to award the RFP to that Proposer who will best serve the interest of the City.

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. Proposers or Finalists may be required to provide an oral presentation by appearing before then Evaluation Committee or by conference telephone call for clarification purposes only.

Information and references submitted will be considered in the award.

The City may require visits to customer installations or demonstrations of product by proposers as part of the evaluation process.

The City may require additional information and Proposers agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in it's opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City will evaluate proposals and will select the proposer that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.rfpdepot.com. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through RFP Depot, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version.

Submitted by:
(signature) (date)

Name (printed) Title:

Company: (Legal Registration)

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).

Address:

City: State: Zip:

Telephone No. FAX No.

E-MAIL:

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):

Payment Terms (section 1.03): Total Bid Discount (section 1.04):

Does your firm qualify for MBE or WBE status (section 1.08): MBE WBE N/A

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Issued	Addendum No.	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation.

Variances:

revised 8-17-07

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
-	

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.