# Southeast Florida Governmental Purchasing Cooperative Group

# CONTRACT AWARD

Please complete each of the applicable gray boxes and submit with bid documents and applicable award notices and tabulations to lpiper@myboca.us for placement on the NIGP SE FL Florida Website Coop Contract page.

**BID/RFP NO.:** **270254**

**DESCRIPTION/TITLE:** **AUCTION SERVICES**

**INITIAL CONTRACT TERM:** **Starts: 3/5/2012 Ends: 3/4/2015**

**RENEWAL TERMS OF CONTRACT:** **Three (3)** (Number of renewals) **RENEWAL OPTIONS FOR:** **One (1) Year** (period of time)

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**SECTION #1 - VENDOR AWARD**

**GROUP 1: ON-SITE AUCTION SERVICES**

| | | | |
|---|---|---|---|
| **Vendor Name:** | **Fisher Auction Co, Inc.** | | |
| **Vendor Address:** | **351 S. Cypress Rd., Suite # 210 Pompano Beach, Florida 33060-7159** | | |
| **Contact:** | **Lamar P. Fisher** | | |
| **Phone:** | **954-942-0917** | **Fax:** | **954-782-8143** |
| **Cell/Pager:** | **N/A** | **Email Address:** | **info@fisherauction.com** |
| **Website:** | **www.fisherauction.com** | | **lamar@fisherauction.com** |
| **FEIN:** | **59-2342559** | | |

**GROUP 2: INTERNET AUCTION SERVICES**

| | | | |
|---|---|---|---|
| **Vendor Name:** | **Rene' Bates Auctioneers, Inc.** | | |
| **Vendor Address:** | **4660 County Road 1006 McKinney, TX 75071** | | |
| **Contact:** | **Sheryl Bates** | | |
| **Phone:** | **972-548-9636** | **Fax:** | **972-542-5495** |
| **Cell/Pager:** | **N/A** | **Email Address:** | **sheryl@renebates.com** |
| **Website:** | **www.renebates.com** | | |
| **FEIN:** | **75-1718382** | | |

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**SECTION #2 – AWARD/BACKGROUND INFORMATION**

**Award Date:** **1/26/2012** **Resolution/Agenda Item No.:** **12-0036**

**Insurance Required:** **YES**

**Performance Bond Required:** **NO**

**SECTION #3 - LEAD AGENCY**

| | |
|---|---|
| **Agency Name:** | **City of Miami** |
| **Agency Address:** | **444 S.W. 2nd Ave., 6th Floor, Miami, Florida 33130** |
| **Agency Contact:** | **Yusbel Gonzalez** |
| **Telephone:** | **305-416-1958 Facsimile: 305-400-5104** |
| **Email:** | **ygonzalez@miamigov.com** |

# City of Miami

## CONTRACT AWARD

Purchasing Department

## CITYWIDE

| | |
|---|---|
| RFP NO.: | 270254 (18) |
| DESCRIPTION: | AUCTION SERVICES (ON-SITE AND INTERNET) – CITYWIDE |
| TERM OF CONTRACT: | THREE (3) YEARS WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE (1) YEAR PERIODS |
| CONTRACT PERIOD: | MARCH 5, 2012 THROUGH MARCH 4, 2015 |
| COMMODITY CODE: | 962-00 |

### SECTION #1 – VENDOR AWARD

**GROUP 1: ON-SITE AUCTION SERVICES**
Fisher Auction Co., Inc.
351 S. Cypress Road, Suite #210
Pompano Beach, FL 33060-7159
Contact: Mr. Lamar P. Fisher
Phone: (954) 942-0917
Fax: (954) 782-8143
Email Address: **lamar@fisherauction.com**
Email Address: **info@fisherauction.com**

**GROUP 2: INTERNET AUCTION SERVICES**
Rene' Bates Auctioneers, Inc.
4660 County Road 1006
McKinney, TX 75071
Contact: Ms. Sheryl Bates
Phone: (972) 548-9636
Fax: (972) 542-5495
Email Address: **sheryl@renebates.com**

### SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

| | | | |
|---|---|---|---|
| C.C. AWARD DATE: | JANUARY 26, 2012 | AMENDED AMOUNT: | N/A |
| RESOLUTION NO: | **12-0036** | INSURANCE REQUIREMENTS: | YES |
| ANNUAL CONTRACT AMOUNT: | N/A | PERFORMANCE BOND: | N/A |
| | | APPLICABLE ORDINANCES: | N/A |

**Note: Funds allocated from the various sources of funds from the user departments and agencies, subject to availability of funds and budgetary approval at the time of need.**

### SECTION #3 – REQUESTING DEPARTMENT

CITY DEPARTMENTS, PURCHASING
**Contract Administrator:** Kenneth Robertson, Director
**Phone:** (305) 416-1910

### SECTION #4 – PROCURING AGENCY

CITY OF MIAMI, PURCHASING DEPARTMENT
**Sr. Buyer:** Yusbel Gonzalez
**Phone:** (305) 416-1958
**Fax:** (305) 400-5104

**Prepared By:** Deborah Buchanan, 3/8/2012

**A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT:**
www.miamigov.com/procurement

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF MIAMI**

**AND**

**FISHER AUCTION CO., INC.**

This Professional Services Agreement ("Agreement") is made and entered into as of 5 day of March, 2012, ("Effective Date") by and between the City of Miami, a municipal corporation of the State of Florida (hereinafter referred to as the "City"), and Fisher Auction Co., Inc., (hereinafter referred to as the "Provider").

**RECITALS**

WHEREAS, the City issued a Request for Proposals ("RFP") No. 270254 on May 4, 2011, which is attached hereto as Exhibit "A" and incorporated herein by reference for the provision of Auction Services ("Services") and Provider's proposal ("Proposal"), which is attached hereto as Exhibit "B" and incorporated herein by reference, has been selected as the most qualified and advantageous proposal for the provision of the Services. The RFP and the Proposal are sometimes referred to herein, collectively, as the Solicitation Documents.

WHEREAS, the Commission of the City of Miami, by Resolution No. 12-0036, adopted on January 26, 2012, approved the selection of Provider and authorized the City Manager to negotiate and execute a contract in the form of a Professional Services Agreement ("Agreement"), under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

## TERMS

1. **RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

2. **TERM:** Unless terminated per §15 herein, the term of this Agreement shall be for three (3) years beginning on the Effective Date hereof. The Effective Date for purposes of this Agreement

3. **OPTION TO EXTEND:** The City shall have the option to extend this Agreement for three (3) additional one (1) year periods.

   **A.** The City, reserves the right to automatically extend this contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, and/or awarded. If the right is exercised, the City shall notify the Bidder/Proposer, in writing, of its intent to extend the contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Successful Bidder/Proposer are in mutual agreement of such extensions.

   **B.** Notwithstanding the language in Section 18-86 (c) of the City Code, the aforementioned options to extend shall be exercisable at the option of the City Commission if it is in the best interest of the City.

4. **SCOPE OF SERVICES:**

**A.** Provider agrees to provide the Services as specifically described in the Scope of Services, attached hereto as Exhibit "C", which by this reference is incorporated into and made a part of this Agreement.

**B.** Provider represents and warrants to the City that Provider: (i) possesses all qualifications, licenses, registrations, approvals, and expertise required to perform the Services described in Exhibit "C"; (ii) is and shall be, at all times during the term hereof, fully qualified and trained to perform the Services described in Exhibit "C"; and (iii) the Services will be performed in the manner described in Exhibit "C", and in any submittals approved by the City.

5. **COMPENSATION:** Provider, as its sole compensation for the Services provided, shall receive compensation as indicated in Exhibit "D" attached hereto, which by this reference is incorporated into and made a part of this Agreement.

6. **ABSOLUTE SALE:** All inventory is to be sold at "Absolute Auction" to the highest bidder(s) regardless of price without restriction, reserve, or minimum price(s).

7. **OWNERSHIP OF DOCUMENTS:** Providers understands and agrees that any information, document, report or any other material whatsoever which is given by the City to Provider (which was not previously possessed by Provider or not otherwise in the public domain) is and shall at all times remain the property of the City. Provider agrees not to use any such information, document, report or material which is the property of the City for any other purpose whatsoever without the written consent of the City Manager, which may be withheld or conditioned by the City in its sole discretion. Notwithstanding the foregoing or anything else in this Agreement to the contrary, Provider shall retain all rights to any confidential or proprietary information; as such is defined by the laws of the state of Florida, prepared by Provider during the course of this Services Agreement.

8. **AUDIT AND INSPECTION RIGHTS:**

**A.** The City may, at reasonable times, and for a period of up to five (5) years following the expiration date of this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Provider's performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of five (5) years after the expiration of this Agreement. All audits shall be subject to, and made in accordance with, the provisions of Section 18-102 of the Codes of the City of Miami, as it may be amended or supplemented from time to time.

**B.** The City may, at reasonable times during the term hereof, inspect Provider's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods or services required to be provided by Provider under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Provider shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City

representatives. All test and inspections shall be subject to, and made in accordance with, the provisions of Section 18-101 of the Code of the City of Miami, Florida, as it may be amended or supplemented, from time to time.

9. **AWARD OF AGREEMENT:** Provider represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

10. **PUBLIC RECORDS:** Provider understands that the public shall have access, at all reasonable times, to the City's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to the City's contracts subject to disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the City. Notwithstanding the foregoing or anything else in this Agreement to the contrary, subject to the provisions of Florida law, including, but limited to Chapter 119, Florida Statutes, City agrees not to disclose any confidential and proprietary information and trade secrets of Provider.

11. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** Provider understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. City and Provider agrees to comply in this Agreement and all Attachments thereto with and observe all applicable federal, state and local laws, codes and ordinances as they may be amended from time to time.

12. **INDEMNIFICATION:** Provider shall indemnify, save and hold harmless and defend the City, its officials, officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, caused by the negligence, failure to exercise the applicable standard of care, negligent act or omission, recklessness or intentional wrongful misconduct of Provider and persons employed or utilized by Provider in the performance of this Agreement and will indemnify, hold harmless and defend the City, its officials, officers, agents, directors and employees

against, any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted work, or from failure to comply with any applicable code, statute, ordinance, rule or regulation relating to this Agreement or performance under it, any breach of contract, any "statutory" or duty of care breaches or violations including any patent or copyright, infringement claims or any other civil actions arising from this Agreement even if it is alleged that the City, its officials, employees, agents or representatives were negligent . In the event that any action or proceeding is brought against City by reason of any such claim or demand, Provider shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate Provider to defend at its own expense to and through trial, administrative, appellate, supplemental or bankruptcy proceedings, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against City whether performed by Provider, or persons employed or utilized by Provider. This section (Indemnification) will survive the cancellation, termination or expiration of the Agreement. This indemnification will be interpreted under the laws of the State of Florida, including without limitation and which conforms to the limitations of §725.06 and/or §725.08, Fla. Statutes, as amended from time to time as applicable.

Provider shall require all Sub-Contractor agreements to include a provision that they will indemnify the City.

The Provider agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Provider in which the City participated either through review or concurrence of the Provider's actions. In reviewing, approving or rejecting any submissions by the Provider or other acts of the Provider, the City in no way assumes or shares any responsibility or liability of the Provider or Sub-Contractor, under this Agreement.

13. **DEFAULT:** If Provider fails to comply with any material term or condition of this Agreement or fails to perform any of its material obligations hereunder, and if the failure to comply is in no way due to lack of performance by the City, then Provider shall be in default. If the Provider is placed on the debarred vendors list per § 287.133, Fla. Statutes it is an act of Default. If Provider fails to cure the default within thirty (30) days written notice from City, then City, in addition to all remedies available to it by law, may immediately, upon written notice to Provider, terminate this Agreement in accordance with Section 15, TERMINATION RIGHTS, of this Agreement. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Miami.

14. **RESOLUTION OF CONTRACT DISPUTES:** Provider understands and agrees that all disputes between Provider and the City based upon an alleged violation of the terms of this Agreement by the City shall be submitted to the City Manager for his/her resolution, prior to Provider being entitled to seek judicial relief in connection therewith. Provider shall not be entitled to seek judicial relief unless: (i) Provider has first received the City Manager's written decision, approved by the City Commission if the amount of compensation hereunder exceeds $25,000 or (ii) a period of sixty (60) days has expired, after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation, ninety (90) days if City Manager's decision is subject to City Commission approval; or (iii) the City has waived compliance with the procedure set forth in this section by written instruments, signed by the City Manager.

15. **TERMINATION RIGHTS:**

**A.** The City, acting by and through its City Manager, shall have the right to terminate this Agreement, in its sole discretion, at any time, for convenience and for no cause, by giving written notice to Provider at least thirty (30) days prior to the effective date of such termination. In the event of a

cancellation for convenience the Provider shall have no other recourse against the City except to be paid for its Compensation earned under the contract prior to the effective date of termination.

**B.** City shall have the right to terminate this Agreement upon the occurrence of an event of default as provided in Paragraph 13.

16. **INSURANCE:** Provider shall, at all times during the term hereof, maintain such insurance coverage as shown in "Exhibit E". All such insurance, including renewals, shall be subject to the approval of the City Risk Management Director for adequacy of protection and evidence of such coverage shall be furnished to the City on Certificate of Insurance indicating such insurance to be in force and effect and providing that a written notice of cancellation or material change shall be provided to the City Risk Management Administrator in accordance with Policy revisions. Completed Certificates of Insurance shall be filed with the City prior to the performance of services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with the City.

If, in the judgment of the City Risk Management Administrator, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, the City reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the City's written notice, this Contract may be considered terminated on the date that the required change in policy coverage would otherwise take effect.

17. **NONDISCRIMINATION:** Provider represents and warrants to the City that Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider and Contractor's, respectively, performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap,

marital status or national origin, be excluded from participation in, be denied services, or be subject to the discrimination under any provision of this Agreement.

18. **ASSIGNMENT:** The Provider's services are considered unique in nature. This Agreement shall not be assigned, sold, transferred or otherwise conveyed by Provider, in whole or in part, without the prior written consent of the City Commission, which may be withheld or conditioned, at the City's sole discretion.

19. **NOTICES:** All notices or other communications required under this Agreement shall be writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

**TO CITY**

Johnny Martinez, P.E.
City Manager
City of Miami
444 S.W. 2nd Avenue, 10th Floor
Miami, Florida 33130

**TO PROVIDER**

Lamar P. Fisher
President / CEO
Fisher Auction Co., Inc.
351 S. Cypress Rd., Suite 210
Pompano Beach, FL 33060-7159

with copies to:

Julie Bru
City Attorney
City of Miami
444 S.W. 2nd Avenue, Suite 945
Miami, Florida 33130

20. **MISCELLANEOUS PROVISIONS:**

**A.** This Agreement and its Attachments shall be construed and enforced according to the laws of the State of Florida. Venue for any legal action shall be in Miami-Dade County, Florida in order to expedite the conclusion of any action the parties voluntarily and knowingly agree to waive their right to

trial by jury, their right to file permissive counterclaims, or to claim attorney's fees in any civil or administrative action between them arising from this agreement.

**B.** Title and paragraph headings are for convenient reference and are not a part of this Agreement.

**C.** No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

**D.** Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

**E.** In the event of any conflict or inconsistency between this Agreement and its Exhibits the Agreement will control. In the event of any conflict or inconsistency between the RFP attached as Exhibit A and the Provider's Proposal attached as Exhibit B , or the Scope of Services attached as Exhibit C, or the Compensation Exhibit D then Exhibit A will control .

21. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

22. **INDEPENDENT CONTRACTOR:** Provider has been procured and is being engaged to provide goods or services to the City as an independent contractor, and not as an agent or employee of the City. Provider further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Provider and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering services to the City under this Agreement.

23. **CONTINGENCY CLAUSE:** Sufficient funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or

termination due to lack of funds, reduction of funds, failure to allocate funds, and/or change in law or regulations. The City may terminate the Agreement on the basis of this contingency clause pursuant to Section 15 (A), Termination for Convenience.

24. **REAFFIRMATION OF REPRESENTATIONS:** Provider hereby reaffirms all of the representations contained in the Solicitation Documents, if applicable.

25. **ENTIRE AGREEMENT:** This instrument and its Attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

26. **REFERENCE LIST AND ADVERTISING:** City agrees that Provider may list that its Services are provided to the City in Provider's sales reference list. Provider may advertise to other municipalities that the Services are provided to the City. This Section will not be applicable in the event the Provider is held in default by the City.

27. **MISCELLANEOUS:** Provider shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor or services funded by the City including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines and standards. Additionally, Provider shall take affirmative steps to ensure nondiscrimination in employment of disabled persons.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

**"City"**

CITY OF MIAMI, a municipal corporation

ATTEST:

Priscilla A. Thompson, City Clerk

3-5-12

By: _____
Johnny Martinez, P.E.
City Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Julie Bru
City Attorney

RSR

APPROVED AS TO INSURANCE REQUIREMENTS:

Calvin Ellis, Director
Department of Risk Management

**"Provider"**

Fisher Auction Co., Inc.

ATTEST:

Print Name: Andre' LaBeque
Title: CFO
Corporate Secretary

By: _____
Print Name: Lamar P. Fisher
Title: CEO
Authorized Corporate Officer

## CORPORATE RESOLUTION

WHEREAS, Fisher Auction Co., Inc. desires to enter into an agreement with the City of Miami for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the C.E.O., Lamar Fisher, is hereby authorized and instructed to enter into a contract, in the name and on behalf of this corporation, with the City of Miami upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

**DATED this** 30th **day of** January**, 20**12**.**

**Chairperson of the Board of Directors**

**Corporate Secretary** CFO

**(Corporate Seal)**

# "EXHIBIT A"

# REQUEST FOR PROPOSALS (RFP)

**(RFP to follow this cover page)**

# City of Miami

## Request for Proposals (RFP)

**Purchasing Department**

Miami Riverside Center

444 SW 2nd Avenue, 6th Floor

Miami, Florida 33130

Web Site Address: http://ci.miami.fl.us/procurement

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| | |
|---|---|
| RFP Number: | 270254 |
| Title: | Request for Proposals for Auction Services |
| Issue Date/Time: | 04-MAY-2011 |
| RFP Closing Date/Time: | 06/02/2011 @ 11:00:00 |
| Pre-Bid Conference: | |
| Pre-Bid Date/Time: | |
| Pre-Bid Location: | |
| Deadline for Request for Clarification: | Wednesday, May 18, 2011 at 5:00 PM |
| Buyer: | Gonzalez, Yusbel |
| Hard Copy Submittal Location: | City of Miami - City Clerk<br>3500 Pan American Drive<br>Miami FL 33133 US |
| Buyer E-Mail Address: | YGonzalez@ci.miami.fl.us |
| Buyer Facsimile: | (305) 400-5104 |

## Certification Statement

Please quote on this form, if applicable, net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs, including transportation to destination. The City reserves the right to accept or reject all or any part of this submission. Prices should be firm for a minimum of 180 days following the time set for closing of the submissions.

In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.

We (I) certify that we have read your solicitation, completed the necessary documents, and propose to furnish and deliver, **F.O.B. DESTINATION**, the items or services specified herein.

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations, or debarred or suspended as set in section 18-107 or Ordinance No. 12271.

All exceptions to this submission have been documented in the section below (refer to paragraph and section).

EXCEPTIONS:

We (I) certify that any and all information contained in this submission is true; and we (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the submitter. Please print the following and sign your name:

SUPPLIER NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____ BEEPER: _____

SIGNED BY: _____

TITLE: _____ DATE: _____

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM SHALL DISQUALIFY THIS BID.**

## Certifications

Legal Name of Firm:

_____

Entity Type: Partnership, Sole Proprietorship, Corporation, etc.

_____

Year Established:

_____

Office Location: City of Miami, Miami-Dade County, or Other

_____

Business Tax Receipt / Occupational License Number:

_____

Business Tax Receipt / Occupational License Issuing Agency:

_____

Business Tax Receipt / Occupational License Expiration Date:

_____

Respondent certifies that (s) he has read and understood the provisions of City of Miami Ordinance No. 10032 (Section 18-105 of the City Code) pertaining to the implementation of a "First Source Hiring Agreement.": (Yes or No)

_____

Do you expect to create new positions in your company in the event your company was awarded a Contract by the City? (Yes or No)

_____

In the event your answer to question above is yes, how many new positions would you create to perform this work?

_____

Please list the title, rate of pay, summary of duties, number of positions, and expected length or duration of all new positions which might be created as a result of this award of a Contract.

_____

Will Subcontractor(s) be used? (Yes or No)

_____

Please list and acknowledge all addendum/addenda received. List the addendum/addenda number and date of receipt (i.e. Addendum No. 1, 7/1/07). If no addendum/addenda was/were issued, please insert N/A.

_____

Line: **1**

Description: **PROSPECTIVE PROPOSERS SHALL USE THE "PRICE/COMPENSATION PROPOSAL" DOCUMENT TO SUBMIT ITS' PRICE PROPOSAL. PROPOSER IS NOT REQUIRED TO ENTER A UNIT PRICE IN THIS LINE**
**THE PRICE/COMPENSATION PROPOSAL DOCUMENT IS LOCATED IN THE "HEADER/NOTES AND ATTACHMENTS" SECTION OF THIS RFP, IN THE ORACLE SOURCING SYSTEM**

Category: **96209-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

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## Terms and Conditions

### 1. General Conditions

### 1.1. GENERAL TERMS AND CONDITIONS

**Intent:** The General Terms and Conditions described herein apply to the acquisition of goods/equipment/services with an estimated aggregate cost of $25,000.00 or more.

**Definition:** A formal solicitation is defined as issuance of an Invitation for Bids, Request for Proposals, Request for Qualifications, or Request for Letters of Interest pursuant to the City of Miami Procurement Code and/or Florida Law, as amended. Formal Solicitation and Solicitation shall be defined in the same manner herein.

**1.1. ACCEPTANCE OF GOODS OR EQUIPMENT** - Any good(s) or equipment delivered under this formal solicitation, if applicable, shall remain the property of the seller until a physical inspection and actual usage of the good is made, and thereafter is accepted as satisfactory to the City. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the goods/equipment supplied to the City are found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return the product to the Contractor at the Contractor's expense.

**1.2. ACCEPTANCE OF OFFER** - The signed or electronic submission of your solicitation response shall be considered an offer on the part of the bidder/proposer; such offer shall be deemed accepted upon issuance by the City of a purchase order.

**1.3. ACCEPTANCE/REJECTION** – The City reserves the right to accept or reject any or all responses or parts of after opening/closing date and request re-issuance on the goods/services described in the formal solicitation. In the event of such rejection, the Director of Purchasing shall notify all affected bidders/proposers and make available a written explanation for the rejection. The City also reserves the right to reject the response of any bidder/proposer who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time contracts of a similar nature, and who is not in a position to perform the requirements defined in this formal solicitation. The City further reserves the right to waive any irregularities or minor informalities or technicalities in any or all responses and may, at its discretion, re-issue this formal solicitation.

**1.4. ADDENDA** – It is the bidder's/proposer's responsibility to ensure receipt of all Addenda. Addenda are available at the City's website at: http://www.ci.miami.fl.us/procurement

**1.5. ALTERNATE RESPONSES MAY BE CONSIDERED** - The City may consider one (1) alternate response from the same Bidder/Proposer for the same formal solicitation; provided, that the alternate response offers a different product that meets or exceeds the formal solicitation requirements. In order for the City to consider an alternate response, the Bidder/Proposer shall complete a separate Price Sheet form and shall mark "Alternate Response". Alternate response shall be placed in the same response. This provision only applies to formal solicitations for the procurement of goods, services, items, equipment, materials, and/or supplies.

**1.6. ASSIGNMENT** - Contractor agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of the resulting Contract, or any or all of its right, title or interest herein, without City of Miami's prior written consent.

**1.7. ATTORNEY'S FEES** - In connection with any litigation, mediation and arbitration arising out of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees through and including appellate litigation and any post-judgment proceedings.

**1.8. AUDIT RIGHTS AND RECORDS RETENTION** - The Successful Bidder/Proposer agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this formal solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder/Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the Contract for

three (3) years after the City makes final payment and all other pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the City.

**1.9. AVAILABILITY OF CONTRACT STATE-WIDE** - Any Governmental, not-for-profit or quasi-governmental entity in the State of Florida, may avail itself of this contract and purchase any and all goods/services, specified herein from the successful bidder(s)/proposer(s) at the contract price(s) established herein, when permissible by federal, state, and local laws, rules, and regulations.

Each Governmental, not-for-profit or quasi-governmental entity which uses this formal solicitation and resulting bid contract or agreement will establish its own contract/agreement, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the successful bidder(s)/proposer(s).

**1.10. AWARD OF CONTRACT:**

**A.** The Formal Solicitation, Bidder's/Proposer's response, any addenda issued, and the purchase order shall constitute the entire contract, unless modified in accordance with any ensuing contract/agreement, amendment or addenda.

**B.** The award of a contract where there are Tie Bids will be decided by the Director of Purchasing or designee in the instance that Tie Bids can't be determined by applying Florida Statute 287.087, Preference to Businesses with Drug-Free Workplace Programs.

**C.** The award of this contract may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Technical Specifications. Bidder/Proposer shall be in default of its contractual obligation if such documents are not submitted in a timely manner and in the form required by the City. Where Bidder/Proposer is in default of these contractual requirements, the City, through action taken by the Purchasing Department, will void its acceptance of the Bidder's/Proposer's Response and may accept the Response from the next lowest responsive, responsible Bidder or Proposal most advantageous to the City or re-solicit the City's requirements. The City, at its sole discretion, may seek monetary restitution from Bidder/Proposer and its bid/proposal bond or guaranty, if applicable, as a result of damages or increased costs sustained as a result of the Bidder's/Proposer's default.

**D.** The term of the contract shall be specified in one of three documents which shall be issued to the successful Bidder/Proposer. These documents may either be a purchase order, notice of award and/or contract award sheet.

**E.** The City reserves the right to automatically extend this contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, and/or awarded. If the right is exercised, the City shall notify the Bidder/Proposer, in writing, of its intent to extend the contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Successful Bidder/Proposer are in mutual agreement of such extensions.

**F.** Where the contract involves a single shipment of goods to the City, the contract term shall conclude upon completion of the expressed or implied warranty periods.

**G.** The City reserves the right to award the contract on a split-order, lump sum or individual-item basis, or such combination as shall best serve the interests of the City unless otherwise specified.

**H.** A Contract/Agreement may be awarded to the Bidder/Proposer by the City Commission based upon the minimum qualification requirements reflected herein. As a result of a RFP, RFQ, or RFLI, the City reserves the right to execute or not execute, as applicable, an Agreement with the Proposer, whichever is determined to be in the City's best interests. Such agreement will be furnished by the City, will contain certain terms as are in the City's best interests, and will be subject to approval as to legal form by the City Attorney.

**1.11. BID BOND/ BID SECURITY** - A cashier's or certified check, or a Bid Bond signed by a recognized surety company that is licensed to do business in the State of Florida, payable to the City of Miami, for the amount bid is required from all bidders/proposers, if so indicated under the Special Conditions. This check or bond guarantees that a bidder/proposer will accept the order or contract/agreement, as bid/proposed, if it is awarded to bidder/proposer. Bidder/Proposer shall forfeit bid deposit to the City should City award

contract/agreement to Bidder/Proposer and Bidder/Proposer fails to accept the award. The City reserves the right to reject any and all surety tendered to the City. Bid deposits are returned to unsuccessful bidders/proposers within ten (10) days after the award and successful bidder's/proposer's acceptance of award. If sixty (60) days have passed after the date of the formal solicitation closing date, and no contract has been awarded, all bid deposits will be returned on demand.

**1.12. RESPONSE FORM (HARDCOPY FORMAT)** - All forms should be completed, signed and submitted accordingly.

**1.13. BID SECURITY FORFEITED LIQUIDATED DAMAGES** - Failure to execute an Agreement and/or file an acceptable Performance Bond, when required, as provided herein, shall be just cause for the annulment of the award and the forfeiture of the Bid Security to the City, which forfeiture shall be considered, not as a penalty, but in mitigation of damages sustained. Award may then be made to the next lowest responsive, responsible Bidder or Proposal most advantageous to the City or all responses may be rejected.

**1.14. BRAND NAMES** - If and wherever in the specifications brand names, makes, models, names of any manufacturers, trade names, or bidder/proposer catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade or quality of goods only. When the City does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is added. When bidding/proposing an approved equal, Bidders/Proposers will submit, with their response, complete sets of necessary data (factory information sheets, specifications, brochures, etc.) in order for the City to evaluate and determine the equality of the item(s) bid/proposed. The City shall be the sole judge of equality and its decision shall be final. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. Such samples are to be furnished after formal solicitation opening/closing only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) calendar days after a formal request is made.

**1.15. CANCELLATION** - The City reserves the right to cancel all formal solicitations before its opening/closing. In the event of bid/proposal cancellation, the Director of Purchasing shall notify all prospective bidders/proposers and make available a written explanation for the cancellation.

**1.16. CAPITAL EXPENDITURES** - Contractor understands that any capital expenditures that the firm makes, or prepares to make, in order to deliver/perform the goods/services required by the City, is a business risk which the contractor must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures, or to maintain the approved status of any contractor. If contractor has been unable to recoup its capital expenditures during the time it is rendering such goods/services, it shall not have any claim upon the City.

**1.17. CITY NOT LIABLE FOR DELAYS** - It is further expressly agreed that in no event shall the City be liable for, or responsible to, the Bidder/Proposer/Consultant, any sub-contractor/sub-consultant, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the City has no control.

**1.18. COLLUSION** –Bidder/Proposer, by submitting a response, certifies that its response is made without previous understanding, agreement or connection either with any person, firm or corporation submitting a response for the same items/services or with the City of Miami's Purchasing Department or initiating department. The Bidder/Proposer certifies that its response is fair, without control, collusion, fraud or other illegal action. Bidder/Proposer certifies that it is in compliance with the Conflict of Interest and Code of Ethics Laws. The City will investigate all potential situations where collusion may have occurred and the City reserves the right to reject any and all bids/responses where collusion may have occurred.

**1.19. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS** - Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, records keeping, etc. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as that may in any way affect the goods or equipment offered, including but not limited to:

**A.** Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.

**B.** Occupational, Safety and Health Act (OSHA), as applicable to this Formal Solicitation.

**C.** The State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes.

**D.** Environment Protection Agency (EPA), as applicable to this Formal Solicitation.

**E.** Uniform Commercial Code (Florida Statutes, Chapter 672).

**F.** Americans with Disabilities Act of 1990, as amended.

**G.** National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.

**H.** National Forest Products Association (NFPA), as applicable to this Formal Solicitation.

**I.** City Procurement Ordinance City Code Section 18, Article III.

**J.** Conflict of Interest, City Code Section 2-611;61.

**K.** Cone of Silence, City Code Section 18-74.

**L.** The Florida Statutes Sections 218.73 and 218.74 on Prompt Payment.

**M.** First Source Hiring Agreement, City Ordinance No. 10032, as applicable to this Formal Solicitation. Implemented to foster the creation of new and permanent jobs for City of Miami residents; requires as a condition precedent to the execution of service contracts including professional services.

Lack of knowledge by the bidder/proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

Copies of the City Ordinances may be obtained from the City Clerk's Office.

**1.20. CONE OF SILENCE** - Pursuant to Section 18-74 of the City of Miami Code, a "Cone of Silence" is imposed upon each RFP, RFQ, RFLI, or IFB after advertisement and terminates at the time the City Manager issues a written recommendation to the Miami City Commission. The Cone of Silence shall be applicable only to Contracts for the provision of goods and services and public works or improvements for amounts greater than $200,000. The Cone of Silence prohibits any communication regarding RFPs, RFQs, RFLI or IFBs (bids) between, among others:

Potential vendors, service providers, bidders, lobbyists or consultants and the City's professional staff including, but not limited to, the City Manager and the City Manager's staff; the Mayor, City Commissioners, or their respective staffs and any member of the respective selection/evaluation committee.

The provision does not apply to, among other communications:

oral communications with the City purchasing staff, provided the communication is limited strictly to matters of process or procedure already contained in the formal solicitation document; the provisions of the Cone of Silence do not apply to oral communications at duly noticed site visits/inspections, pre-proposal or pre-bid conferences, oral presentations before selection/evaluation committees, contract negotiations during any duly noticed public meeting, or public presentations made to the Miami City Commission during a duly noticed public meeting; or communications in writing or by email at any time with any City employee, official or member of the City Commission unless specifically prohibited by the applicable RFP, RFQ, RFLI or IFB (bid) documents (See Section 2.2. of the Special Conditions); or communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI OR IFB by City Purchasing staff.

Proposers or bidders must file a copy of any written communications with the Office of the City Clerk, which shall be made available to any person upon request. The City shall respond in writing and file a copy with the Office of the City Clerk, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Office of the City Clerk.

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render any award voidable. A violation by a particular Bidder, Proposer, Offeror, Respondent, lobbyist or consultant shall subject same to potential penalties pursuant to the City Code. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with the Ethics Commission. Proposers or bidders should reference Section 18-74 of the City of Miami Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review City of Miami Code Section 18-74 for a complete and thorough description of the Cone of Silence. You may contact the City Clerk at 305-250-5360, to obtain a copy of same.

**1.21. CONFIDENTIALITY** - As a political subdivision, the City of Miami is subject to the Florida Sunshine Act and Public Records Law. If this Contract/Agreement contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

**1.22. CONFLICT OF INTEREST** – Bidders/Proposers, by responding to this Formal Solicitation, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of Miami is financially interested, directly or indirectly, in the purchase of goods/services specified in this Formal Solicitation. Any such interests on the part of the Bidder/Proposer or its employees must be disclosed in writing to the City. Further, you must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in your firm.

**A.** Bidder/Proposer further agrees not to use or attempt to use any knowledge, property or resource which may be within his/her/its trust, or perform his/her/its duties, to secure a special privilege, benefit, or exemption for himself/herself/itself, or others. Bidder/Proposer may not disclose or use information not available to members of the general public and gained by reason of his/her/its position, except for information relating exclusively to governmental practices, for his/her/its personal gain or benefit or for the personal gain or benefit of any other person or business entity.

**B.** Bidder/Proposer hereby acknowledges that he/she/it has not contracted or transacted any business with the City or any person or agency acting for the City, and has not appeared in representation of any third party before any board, commission or agency of the City within the past two years. Bidder/Proposer further warrants that he/she/it is not related, specifically the spouse, son, daughter, parent, brother or sister, to: (i) any member of the commission; (ii) the mayor; (iii) any city employee; or (iv) any member of any board or agency of the City.

**C.** A violation of this section may subject the Bidder/Proposer to immediate termination of any professional services agreement with the City, imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics.

**1.23. COPYRIGHT OR PATENT RIGHTS** – Bidders/Proposers warrant that there has been no violation of copyright or patent rights in manufacturing, producing, or selling the goods shipped or ordered and/or services provided as a result of this formal solicitation, and bidders/proposers agree to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

**1.24. COST INCURRED BY BIDDER/PROPOSER** - All expenses involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Bidder(s)/Proposer(s).

**1.25. DEBARMENT AND SUSPENSIONS (Sec 18-107)**

**(a)** Authority and requirement to debar and suspend. After reasonable notice to an actual or prospective Contractual Party, and after reasonable opportunity for such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the city attorney, shall have the authority to debar a Contractual Party, for the causes listed below, from consideration for award of city Contracts. The debarment shall be for a period of not fewer than three years. The City Manager shall also have the authority to suspend a Contractual Party from consideration for award of city Contracts if there is probable cause for debarment, pending the debarment determination. The authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the city attorney, and the City Commission.

**(b)** Causes for debarment or suspension. Causes for debarment or suspension include the following:

(1) Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract.

(2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.

**(3)** Conviction under state or federal antitrust statutes arising out of the submission of Bids or Proposals.

**(4)** Violation of Contract provisions, which is regarded by the Chief Procurement Officer to be indicative of nonresponsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Contract or to perform within the time limits provided in a Contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.

**(5)** Debarment or suspension of the Contractual Party by any federal, state or other governmental entity.

**(6)** False certification pursuant to paragraph (c) below.

**(7)** Found in violation of a zoning ordinance or any other city ordinance or regulation and for which the violation remains noncompliant.

**(8)** Found in violation of a zoning ordinance or any other city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.

**(9)** Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the Contractual Party performing city Contracts.

**(c)** Certification. All Contracts for goods and services, sales, and leases by the city shall contain a certification that neither the Contractual Party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(5).

**(d)** Debarment and suspension decisions. Subject to the provisions of paragraph (a), the City Manager shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the Contractual Party, along with a notice of said party's right to seek judicial relief.

**1.26. DEBARRED/SUSPENDED VENDORS** –An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit response on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**1.27. DEFAULT/FAILURE TO PERFORM** - The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder/Proposer to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Bidder/Proposer to meet any terms of this agreement, the City will notify the Bidder/Proposer of the default and will provide the contractor three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the Contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

**A.** Failure to perform the work or deliver the goods/services required under the Contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.

**B.** Failure to begin the work under this Contract within the time specified.

**C.** Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.

**D.** Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.

**E.** Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the successful Bidder/Proposer incapable of performing the work in accordance with and as required by the Contract.

**F.** Failure to comply with any of the terms of the Contract in any material respect.

All costs and charges incurred by the City as a result of a default or a default incurred beyond the time limits stated, together with the cost of completing the work, shall be deducted from any monies due or which may become due on this Contract.

**1.28. DETERMINATION OF RESPONSIVENESS** - Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the Formal Solicitation. A "responsive" response is one which follows the requirements of the formal solicitation, includes all documentation, is submitted in the format outlined in the formal solicitation, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Response non-responsive.

**1.29. DISCOUNTS OFFERED DURING TERM OF CONTRACT** - Discount Prices offered in the response shall be fixed after the award by the Commission, unless otherwise specified in the Special Terms and Conditions. Price discounts off the original prices quoted in the response will be accepted from successful Bidder(s)/Proposer(s) during the term of the contract. Such discounts shall remain in effect for a minimum of 120 days from approval by the City Commission Any discounts offered by a manufacturer to Bidder/Proposer will be passed on to the City.

**1.30. DISCREPANCIES, ERRORS, AND OMISSIONS** - Any discrepancies, errors, or ambiguities in the Formal Solicitation or addenda (if any) should be reported in writing to the City's Purchasing Department. Should it be found necessary, a written addendum will be incorporated in the Formal Solicitation and will become part of the purchase agreement (contract documents). The City will not be responsible for any oral instructions, clarifications, or other communications.

**A.** Order of Precedence – Any inconsistency in this formal solicitation shall be resolved by giving precedence to the following documents, the first of such list being the governing documents.

1) Addenda (as applicable)

2) Specifications

3) Special Conditions

4) General Terms and Conditions

**1.31. EMERGENCY / DISASTER PERFORMANCE** - In the event of a hurricane or other emergency or disaster situation, the successful vendor shall provide the City with the commodities/services defined within the scope of this formal solicitation at the price contained within vendor's response. Further, successful vendor shall deliver/perform for the city on a priority basis during such times of emergency.

**1.32. ENTIRE BID CONTRACT OR AGREEMENT** - The Bid Contract or Agreement consists of this City of Miami Formal Solicitation and specifically this General Conditions Section, Contractor's Response and any written agreement entered into by the City of Miami and Contractor in cases involving RFPs, RFQs, and RFLIs, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the agreement conflicts with, modifies, alters or changes any of the terms and conditions contained in the Formal Solicitation and/or Response, the Formal Solicitation and then the Response shall control. This Contract may be modified only by a written agreement signed by the City of Miami and Contractor.

**1.33. ESTIMATED QUANTITIES** –Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to quantities that will be purchased during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of determining the low bidder or most advantageous proposer meeting specifications. The City reserves the right to acquire additional quantities at the prices bid/proposed or at lower prices in this Formal Solicitation.

**1.34. EVALUATION OF RESPONSES**

**A.Rejection of Responses**

The City may reject a Response for any of the following reasons:

1) Bidder/Proposer fails to acknowledge receipt of addenda;

2) Bidder/Proposer mistates or conceals any material fact in the Response ;

3) Response does not conform to the requirements of the Formal Solicitation;

4) Response requires a conditional award that conflicts with the method of award;

5) Response does not include required samples, certificates, licenses as required; and,

6) Response was not executed by the Bidder's/Proposer(s) authorized agent.

The foregoing is not an all inclusive list of reasons for which a Response may be rejected. The City may reject and re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

**B. Elimination From Consideration**

1) A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.

2) A contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.

3) A contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.

**C. Determination of Responsibility**

1) Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Bidder/Proposer must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established entity in line with the best industry practices in the industry as determined by the City.

2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder/Proposer, including past performance (experience) with the City or any other governmental entity in making the award.

3) The City may require the Bidder(s)/Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

**1.35. EXCEPTIONS TO GENERAL AND/OR SPECIAL CONDITIONS OR SPECIFICATIONS** - Exceptions to the specifications shall be listed on the Response and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid (IFB) to be considered non-responsive. It also may be cause for a RFP, RFQ, or RFLI to be considered non-responsive; and, if exceptions are taken to the terms and conditions of the resulting agreement it may lead to terminating negotiations.

**1.36. F.O.B. DESTINATION** - Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the bidder/proposer must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid/proposal price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of bid/proposal.

**1.37. FIRM PRICES** - The bidder/proposer warrants that prices, terms, and conditions quoted in its response will be firm throughout the duration of the contract unless otherwise specified in the Formal Solicitation. Such prices will remain firm for the period of performance or resulting purchase orders or contracts, which are to be performed or supplied over a period of time.

**1.38. FIRST-SOURCE HIRING AGREEMENT (Sec. 18-105)**

**(a)** The Commission approves implementation of the first-source hiring agreement policy and requires as a condition precedent to the execution of service contracts for facilities, services, and/or receipt of grants and loans, for projects of a nature that create new jobs, the successful negotiation of first-source hiring agreements between the organization or individual receiving said contract and the authorized representative unless such an agreement is found infeasible by the city manager and such finding approved by the City Commission at a public hearing.

**(b)** For the purpose of this section, the following terms, phrases, words and their derivations shall have the following meanings:

Authorized representative means the Private Industry Council of South Florida/South Florida Employment and Training Consortium, or its successor as local recipient of federal and state training and employment funds.

Facilities means all publicly financed projects, including but without limitation, unified development projects, municipal public works, and municipal improvements to the extent they are financed through public money services or the use of publicly owned property.

Grants and loans means, without limitation, urban development action grants (UDAG), economic development agency construction loans, loans from Miami Capital Development, Incorporated, and all federal and state grants administered by the city.

Service contracts means contracts for the procurement of services by the city which include professional services.

Services includes, without limitation, public works improvements, facilities, professional services, commodities, supplies, materials and equipment.

**(c)** The authorized representative shall negotiate each first-source hiring agreement.

**(d)** The primary beneficiaries of the first-source hiring agreement shall be participants of the city training and employment programs, and other residents of the city.

**1.39. FLORIDA MINIMUM WAGE** - The Constitution of the State of Florida, Article X, Section 24, states that employers shall pay employee wages no less than the minimum wage for all hours worked in Florida. Accordingly, it is the contractor's and its' subcontractor(s) responsibility to understand and comply with this Florida constitutional minimum wage requirement and pay its employees the current established hourly minimum wage rate, which is subject to change or adjusted by the rate of inflation using the consumer price index for urban wage earners and clerical workers, CPI-W, or a successor index as calculated by the United States Department of Labor. Each adjusted minimum wage rate calculated shall be determined and published by the Agency Workforce Innovation on September 30th of each year and take effect on the following January 1st.

At the time of responding, it is bidder/proposer and his/her subcontractor(s), if applicable, full responsibility to determine whether any of its employees may be impacted by this Florida Law at any given point in time during the term of the contract. If impacted, bidder/proposer must furnish employee name(s), job title(s), job description(s), and current pay rate(s). Failure to submit this information at the time of submitting a response constitute successful bidder's/proposer's acknowledgement and understanding that the Florida Minimum Wage Law will not impact its prices throughout the term of contract and waiver of any contractual price increase request(s). The City reserves the right to request and successful bidder/proposer must provide for any and all information to make a wage and contractual price increase(s) determination.

**1.40. GOVERNING LAW AND VENUE** - The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

**1.41. HEADINGS AND TERMS** - The headings to the various paragraphs of this Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

**1.42. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)** - Any person or entity that performs or assists the City of Miami with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the City of Miami Privacy Standards. HIPAA mandates for privacy, security and electronic transfer standards, which include but are not limited to:

**A.** Use of information only for performing services required by the contract or as required by law;

**B.** Use of appropriate safeguards to prevent non-permitted disclosures;

**C.** Reporting to the City of Miami of any non-permitted use or disclosure;

**D.** Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;

**E.** Making Protected Health Information (PHI) available to the customer;

**F.** Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;

**G.** Making PHI available to the City of Miami for an accounting of disclosures; and

**H.** Making internal practices, books and records related to PHI available to the City of Miami for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

**1.43. INDEMNIFICATION** - Contractor shall indemnify , hold harmless and defend the City, its officials, officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract and will indemnify, hold harmless and defend the City, its officials, officers, agents, directors and employees against, any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted work, even if it is alleged that the City, its officials and/or employees were negligent, unless such injuries or damages are ultimately proven to be the result of grossly negligent or willful acts or omissions on the part of the City, its officials and/or employees.. These indemnifications shall survive the term of this Contract. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Contractor shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against City whether performed by Contractor, or persons employed or utilized by Contractor.

This indemnity will survive the cancellation or expiration of the Contract. This indemnity will be interpreted under the laws of the State of Florida, including without limitation and which conforms to the limitations of §725.06 and/or §725.08, Fla. Statues, as amended from time to time as applicable.

Contractor shall require all Sub-Contractor agreements to include a provision that they will indemnify the City.

The Contractor agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the City participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the City in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement.

**1.44. INFORMATION AND DESCRIPTIVE LITERATURE** –Bidders/Proposer must furnish all information requested in the spaces provided in the Formal Solicitation. Further, as may be specified elsewhere, each Bidder/Proposer must submit for evaluation, cuts, sketches, descriptive literature, technical specifications, and Material Safety Data Sheets (MSDS)as required, covering the products offered. Reference to literature submitted with a previous response or on file with the Buyer will not satisfy this provision.

**1.45. INSPECTIONS** - The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods and/or services required to be provided by the Contractor under this Contract conform to the terms and conditions of the Formal Solicitation. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of Miami Ordinance No. 12271 (Section 18-79), as same may be amended or supplemented from time to time.

**1.46. INSPECTION OF RESPONSE** - Responses received by the City pursuant to a Formal Solicitation

will not be made available until such time as the City provides notice of a decision or intended decision or within 10 days after bid closing, whichever is earlier. Bid/Proposal results will be tabulated and may be furnished upon request via fax or e-mail to the Sr. Procurement Specialist issuing the Solicitation. Tabulations also are available on the City's Web Site following recommendation for award.

**1.47. INSURANCE** - Within ten (10) days after receipt of Notice of Award, the successful Contractor, shall furnish Evidence of Insurance to the Purchasing Department, if applicable. Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the Special Conditions entitled "Insurance Requirements". The City shall be listed as an "Additional Insured."

Issuance of a Purchase Order is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Solicitation the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Solicitation within fifteen (15) calendar days after receipt Notice of Award, the contractor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder/Proposer may be prohibited from submitting future responses to the City. Information regarding any insurance requirements shall be directed to the Risk Administrator, Department of Risk Management, at 444 SW 2nd Avenue, 9th Floor, Miami, Florida 33130, 305-416-1604.

The Bidder/Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in effect for the duration of the contractual period; including any and all option terms that may be granted to the Bidder/Proposer.

**1.48. INVOICES** - Invoices shall contain purchase order number and details of goods and/or services delivered (i.e. quantity, unit price, extended price, etc); and in compliance with Chapter 218 of the Florida Statutes (Prompt Payment Act).

**1.49. LOCAL PREFERENCE** - City Code Section 18-85, states that the City Commission may offer to a responsible and responsive bidder/proposer, who maintains a Local Office, the opportunity of accepting a bid at the low bid amount, if the original bid amount submitted by the local vendor is not more than ten percent (10%) in excess of the lowest other responsible and responsive bidder/proposer.

**1.50. MANUFACTURER'S CERTIFICATION** - The City reserves the right to request from bidders/proposers a separate Manufacturer's Certification of all statements made in the bid/proposal. Failure to provide such certification may result in the rejection of bid/proposal or termination of contract/agreement, for which the bidder/proposer must bear full liability.

**1.51. MODIFICATIONS OR CHANGES IN PURCHASE ORDERS AND CONTRACTS** - No contract or understanding to modify this Formal Solicitation and resultant purchase orders or contracts, if applicable, shall be binding upon the City unless made in writing by the Director of Purchasing of the City of Miami, Florida through the issuance of a change order, addendum, amendment, or supplement to the contract, purchase order or award sheet as appropriate.

**1.52. NO PARTNERSHIP OR JOINT VENTURE** - Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Miami and Contractor, or to create any other similar relationship between the parties.

**1.53. NONCONFORMANCE TO CONTRACT CONDITIONS** - Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or by other appropriate testing Laboratories as determined by the City. The data derived from any test for compliance with specifications is public record and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at Bidder's/Proposer's expense. These non-conforming items not delivered as per delivery date in the response and/or Purchase Order may result in bidder/proposer being found in default in which event any and all re-procurement costs may be charged against the defaulted contractor. Any violation of these stipulations may also result in the supplier's name being removed from the City of Miami's Supplier's list.

**1.54. NONDISCRIMINATION** – Bidder/Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this formal solicitation. Furthermore, Bidder/Proposer agrees that no otherwise qualified individual shall

solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

In connection with the conduct of its business, including performance of services and employment of personnel, Bidder/Proposer shall not discriminate against any person on the basis of race, color, religion, disability, age, sex, marital status or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

**1.55. NON-EXCLUSIVE CONTRACT/ PIGGYBACK PROVISION** - At such times as may serve its best interest, the City of Miami reserves the right to advertise for, receive, and award additional contracts for these herein goods and/or services, and to make use of other competitively bid (governmental) contracts, agreements, or other similar sources for the purchase of these goods and/or services as may be available.

It is hereby agreed and understood that this formal solicitation does not constitute the exclusive rights of the successful bidder(s)/proposer(s) to receive all orders that may be generated by the City in conjunction with this Formal Solicitation.

In addition, any and all commodities, equipment, and services required by the City in conjunction with construction projects are solicited under a distinctly different solicitation process and shall not be purchased under the terms, conditions and awards rendered under this solicitation, unless such purchases are determined to be in the best interest of the City.

**1.56. OCCUPATIONAL LICENSE** - Any person, firm, corporation or joint venture, with a business location in the City of Miami and is submitting a Response under this Formal Solicitation shall meet the City's Occupational License Tax requirements in accordance with Chapter 31.1, Article I of the City of Miami Charter. Others with a location outside the City of Miami shall meet their local Occupational License Tax requirements. A copy of the license must be submitted with the response; however, the City may at its sole option and in its best interest allow the Bidder/Proposer to supply the license to the City during the evaluation period, but prior to award.

**1.57. ONE PROPOSAL** - Only one (1) Response from an individual, firm, partnership, corporation or joint venture will be considered in response to this Formal Solicitation. When submitting an alternate response, please refer to the herein condition for "Alternate Responses May Be Considered".

**1.58. OWNERSHIP OF DOCUMENTS** - It is understood by and between the parties that any documents, records, files, or any other matter whatsoever which is given by the City to the successful Bidder/Proposer pursuant to this formal solicitation shall at all times remain the property of the City and shall not be used by the Bidder/Proposer for any other purposes whatsoever without the written consent of the City.

**1.59. PARTIAL INVALIDITY** - If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

**1.60. PERFORMANCE/PAYMENT BOND** –A Contractor may be required to furnish a Performance/Payment Bond as part of the requirements of this Contract, in an amount equal to one hundred percent (100%) of the contract price.

**1.61. PREPARATION OF RESPONSES (HARDCOPY FORMAT)** –Bidders/Proposers are expected to examine the specifications, required delivery, drawings, and all special and general conditions. All bid/proposed amounts, if required, shall be either typewritten or entered into the space provided with ink. Failure to do so will be at the Bidder's/Proposer's risk.

**A.** Each Bidder/Proposer shall furnish the information required in the Formal Solicitation. The Bidder/Proposer shall sign the Response and print in ink or type the name of the Bidder/Proposer, address, and telephone number on the face page and on each continuation sheet thereof on which he/she makes an entry, as required.

**B.** If so required, the unit price for each unit offered shall be shown, and such price shall include packaging, handling and shipping, and F.O.B. Miami delivery inside City premises unless otherwise specified. Bidder/Proposer shall include in the response all taxes, insurance, social security, workmen's

compensation, and any other benefits normally paid by the Bidder/Proposer to its employees. If applicable, a unit price shall be entered in the "Unit Price" column for each item. Based upon estimated quantity, an extended price shall be entered in the "Extended Price" column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will be presumed correct.

**C.** The Bidder/Proposer must state a definite time, if required, in calendar days for delivery of goods and/or services.

**D.** The Bidder/Proposer should retain a copy of all response documents for future reference.

**E.** All responses, as described, must be fully completed and typed or printed in ink and must be signed in ink with the firm's name and by an officer or employee having authority to bind the company or firm by his/her signature. Bids/Proposals having any erasures or corrections must be initialed in ink by person signing the response or the response may be rejected.

**F.** Responses are to remain valid for at least 180 days. Upon award of a contract, the content of the Successful Bidder's/Proposer's response may be included as part of the contract, at the City's discretion.

**G.** The City of Miami's Response Forms shall be used when Bidder/Proposer is submitting its response in hardcopy format. Use of any other forms will result in the rejection of the response. IF SUBMITTING HARDCOPY FORMAT, THE ORIGINAL AND THREE (3) COPIES OF THESE SETS OF FORMS, UNLESS OTHERWISE SPECIFIED, AND ANY REQUIRED ATTACHMENTS MUST BE RETURNED TO THE CITY OR YOUR RESPONSE MAY BE DEEMED NON-RESPONSIVE.

**1.62. PRICE ADJUSTMENTS** – Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed on to the City of Miami.

**1.63. PRODUCT SUBSTITUTES** - In the event a particular awarded and approved manufacturer's product becomes unavailable during the term of the Contract, the Contractor awarded that item may arrange with the City's authorized representative(s) to supply a substitute product at the awarded price or lower, provided that a sample is approved in advance of delivery and that the new product meets or exceeds all quality requirements.

**1.64. CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS** - Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Contract.

**1.65. PROMPT PAYMENT** –Bidders/Proposers may offer a cash discount for prompt payment; however, discounts shall not be considered in determining the lowest net cost for response evaluation purposes.

Bidders/Proposers are required to provide their prompt payment terms in the space provided on the Formal Solicitation. If no prompt payment discount is being offered, the Bidder/Proposer must enter zero (0) for the percentage discount to indicate no discount. If the Bidder/Proposer fails to enter a percentage, it is understood and agreed that the terms shall be 2% 20 days, effective after receipt of invoice or final acceptance by the City, whichever is later.

When the City is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

Price discounts off the original prices quoted on the Price Sheet will be accepted from successful bidders/proposers during the term of the contract.

**1.66. PROPERTY** - Property owned by the City of Miami is the responsibility of the City of Miami. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Miami. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City of Miami shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total

loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property, if any.

**1.67. PROVISIONS BINDING** - Except as otherwise expressly provided in the resulting Contract, all covenants, conditions and provisions of the resulting Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

**1.68. 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 response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**1.69. PUBLIC RECORDS** - Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and City of Miami Code, Section 18, Article III, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor's failure or refusal to comply with the provision of this section shall result in the immediate cancellation of this Contract by the City.

**1.70. QUALITY OF GOODS, MATERIALS, SUPPLIES, PRODUCTS, AND EQUIPMENT** - All materials used in the manufacturing or construction of supplies, materials, or equipment covered by this solicitation shall be new. The items bid/proposed must be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in this Solicitation.

**1.71. QUALITY OF WORK/SERVICES** - The work/services performed must be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality except as otherwise specified in this Solicitation.

**1.72. REMEDIES PRIOR TO AWARD (Sec. 18-106)** - If prior to Contract award it is determined that a formal solicitation or proposed award is in violation of law, then the solicitation or proposed award shall be cancelled by the City Commission, the City Manager or the Chief Procurement Officer, as may be applicable, or revised to comply with the law.

**1.73. RESOLUTION OF CONTRACT DISPUTES (Sec. 18-105)**

**(a)** Authority to resolve Contract disputes. The City Manager, after obtaining the approval of the city attorney, shall have the authority to resolve controversies between the Contractual Party and the city which arise under, or by virtue of, a Contract between them; provided that, in cases involving an amount greater than $25,000, the City Commission must approve the City Manager's decision. Such authority extends, without limitation, to controversies based upon breach of Contract, mistake, misrepresentation or lack of complete performance, and shall be invoked by a Contractual Party by submission of a protest to the City Manager.

**(b)** Contract dispute decisions. If a dispute is not resolved by mutual consent, the City Manager shall promptly render a written report stating the reasons for the action taken by the City Commission or the City Manager which shall be final and conclusive. A copy of the decision shall be immediately provided to the protesting party, along with a notice of such party's right to seek judicial relief, provided that the protesting party shall not be entitled to such judicial relief without first having followed the procedure set forth in this section.

**1.74. RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (Sec. 18-104)**

**(a)** Right to protest. The following procedures shall be used for resolution of protested solicitations and awards except for purchases of goods, supplies, equipment, and services, the estimated cost of which does not exceed $25,000.

Protests thereon shall be governed by the Administrative Policies and Procedures of Purchasing.

**1.Protest of Solicitation.**

**i.** Any prospective proposer who perceives itself aggrieved in connection with the solicitation of a Contract

may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within three days after the Request for Proposals, Request for Qualifications or Request for Letters of Interest is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer; or

**ii.** Any prospective bidder who intends to contest the Solicitation Specifications or a solicitation may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within three days after the solicitation is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer.

**2. Protest of Award.**

**i.** A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the proposer of the notice of the City Manager's recommendation for award of Contract, which will be posted on the City of Miami Purchasing Department website, in the Supplier Corner, Current Solicitations and Notice of Recommendation of Award Section. The notice of the City Manager's recommendation can be found by selecting the details of the solicitation and is listed as Recommendation of Award Posting Date and Recommendation of Award To fields. If "various" is indicated in the Recommendation of Award To field, the Bidder/Proposer must contact the buyer for that solicitation to obtain the suppliers name. It shall be the responsibility of the Bidder/Proposer to check this section of the website daily after responses are submitted to receive the notice; or

**ii.** Any actual Responsive and Responsible Bidder whose Bid is lower than that of the recommended bidder may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the bidder of the notice of the city's determination of non responsiveness or non responsibility. The receipt by bidder of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer.

**iii.** A written protest based on any of the foregoing must be submitted to the Chief Procurement Officer within five (5) days after the date the notice of protest was filed. A written protest is considered filed when received by the Chief Procurement Officer.

The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence and shall be accompanied by the required Filing Fee as provided in subsection (f). This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission to the Chief Procurement Officer at the time of filing the protest shall be permitted in the consideration of the written protest.

No time will be added to the above limits for service by mail. In computing any period of time prescribed or allowed by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of the time for filing.

**(b)** Authority to resolve protests. The Chief Procurement Officer shall have the authority, subject to the approval of the City Manager and the city attorney, to settle and resolve any written protest. The Chief Procurement Officer shall obtain the requisite approvals and communicate said decision to the protesting party and shall submit said decision to the City Commission within 30 days after he/she receives the protest. In cases involving more than $25,000, the decision of the Chief Procurement Officer shall be submitted for approval or disapproval thereof to the City Commission after a favorable recommendation by the city attorney and the City Manager.

**(c)** Compliance with filing requirements. Failure of a party to timely file either the notice of intent to file a protest or the written protest, together with the required Filing Fee as provided in subsection (f), with the Chief Procurement Officer within the time provided in subsection (a), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedure set forth in this section

**(d)** Stay of Procurements during protests. Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the Contract until the protest is resolved by the Chief Procurement Officer or the City Commission as provided in subsection (b) above, unless the City Manager makes a written determination that the solicitation process or the Contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

**(e)** Costs. All costs accruing from a protest shall be assumed by the protestor.

**(f)** Filing Fee. The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the Bid or proposed Contract, or $5000.00, whichever is less, which filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Chief Procurement Officer and/or the City Commission, as applicable, the filing fee shall be refunded to the protestor less any costs assessed under subsection (e) above. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings as prescribed by subsection (e) above.

**1.75. SAMPLES** - Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, bidder(s)/proposer(s) will be notified to remove samples, at their expense, within 30 days after notification. Failure to remove the samples will result in the samples becoming the property of the City.

**1.76. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES** - Contractor shall not sell, assign, transfer or subcontract at any time during the term of the Contract, or any part of its operations, or assign any portion of the performance required by this contract, except under and by virtue of written permission granted by the City through the proper officials, which may be withheld or conditioned, in the City's sole discretion.

**1.77. SERVICE AND WARRANTY** – When specified, the bidder/proposer shall define all warranty, service and replacements that will be provided. Bidders/Proposer must explain on the Response to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with your response.

**1.78. SILENCE OF SPECIFICATIONS** - The apparent silence of these specifications and any supplemental specification as to any detail or the omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship and services is to be first quality.

All interpretations of these specifications shall be made upon the basis of this statement.

If your firm has a current contract with the State of Florida, Department of General Services, to supply the items on this solicitation, the bidder/proposer shall quote not more than the contract price; failure to comply with this request will result in disqualification of bid/proposal.

**1.79. SUBMISSION AND RECEIPT OF RESPONSES** - Responses shall be submitted electronically via the Oracle System or responses may be submitted in hardcopy format to the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133-5504, at or before, the specified closing date and time as designated in the IFB, RFP, RFQ, or RFLI. NO EXCEPTIONS. Bidders/Proposers are welcome to attend the solicitation closing; however, no award will be made at that time.

**A.** Hardcopy responses shall be enclosed in a sealed envelope, box package. The face of the envelope, box or package must show the hour and date specified for receipt of responses, the solicitation number and title, and the name and return address of the Bidder/Proposer. Hardcopy responses not submitted on the requisite Response Forms may be rejected. Hardcopy responses received at any other location than the specified shall be deemed non-responsive.

**Directions to City Hall:**

FROM THE NORTH: I-95 SOUTH UNTIL IT TURNS INTO US1. US1 SOUTH TO 27TH AVE., TURN LEFT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

FROM THE SOUTH: US1 NORTH TO 27TH AVENUE, TURN RIGHT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

**B.** Facsimile responses will not be considered.

**C.** Failure to follow these procedures is cause for rejection of bid/proposal.

**D.** The responsibility for obtaining and submitting a response on or before the close date is solely and strictly the responsibility of Bidder/Proposer. The City of Miami is not responsible for delays caused by the United States mail delivery or caused by any other occurrence. Responses received after the solicitation closing date and time will be returned unopened, and will not be considered for award.

**E.** Late responses will be rejected.

**F.** All responses are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

**G.** Modification of responses already submitted will be considered only if received at the City before the time and date set for closing of solicitation responses. All modifications must be submitted via the Oracle System or in writing. Once a solicitation closes (closed date and/or time expires), the City will not consider any subsequent submission which alters the responses.

**H.** If hardcopy responses are submitted at the same time for different solicitations, each response must be placed in a separate envelope, box, or package and each envelope, box or package must contain the information previously stated in 1.82.A.

**1.80. TAXES** - The City of Miami is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Bidders/Proposers should be aware of the fact that all materials and supplies which are purchased by the Bidder/Proposer for the completion of the contract is subject to the Florida State Sales Tax in accordance with Section 212.08, Florida Statutes, as amended and all amendments thereto and shall be paid solely by the Bidder/Proposer.

**1.81. TERMINATION** –The City Manager on behalf of the City of Miami reserves the right to terminate this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

**A.** The contractor is determined by the City to be in breach of any of the terms and conditions of the contract.

**B.** The City has determined that such termination will be in the best interest of the City to terminate the contract for its own convenience;

**C.** Funds are not available to cover the cost of the goods and/or services. The City's obligation is contingent upon the availability of appropriate funds.

**1.82. TERMS OF PAYMENT** - Payment will be made by the City after the goods and/or services awarded to a Bidder/Proposer have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. No advance payments of any kind will be made by the City of Miami.

Payment shall be made after delivery, within 45 days of receipt of an invoice and authorized inspection and acceptance of the goods/services and pursuant to Section 218.74, Florida Statutes and other applicable law.

**1.83. TIMELY DELIVERY** - Time will be of the essence for any orders placed as a result of this solicitation. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on their Response. Deliveries are to be made during regular City business hours unless otherwise specified in the Special Conditions.

**1.84. TITLE** - Title to the goods or equipment shall not pass to the City until after the City has accepted the goods/equipment or used the goods, whichever comes first.

**1.85.TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE**- All Responses submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An

exception may be made for "trade secrets."

If the Response contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the Solicitation number and title marked on the outside.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person. By your designation of material in your Response as a "trade secret" you agree to indemnify and hold harmless the City for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the City by reason of any legal action challenging your claim.

**1.86. UNAUTHORIZED WORK OR DELIVERY OF GOODS**- Neither the qualified Bidder(s)/Proposer(s) nor any of his/her employees shall perform any work or deliver any goods unless a change order or purchase order is issued and received by the Contractor. The qualified Bidder(s)/Proposer(s) shall not be paid for any work performed or goods delivered outside the scope of the contract or any work performed by an employee not otherwise previously authorized.

**1.87. USE OF NAME** - The City is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials containing information obtained from this Solicitation are to be mentioned, or imply the name of the City, without prior express written permission of the City Manager or the City Commission.

**1.88. VARIATIONS OF SPECIFICATIONS** - For purposes of solicitation evaluation, bidders/proposers must indicate any variances from the solicitation specifications and/or conditions, no matter how slight. If variations are not stated on their Response, it will be assumed that the product fully complies with the City's specifications.

## 2. Special Conditions

### 2.1. PURPOSE

The purpose of this Solicitation is to establish a contract, for Auction Services, as specified herein, from a source(s) of supply that will give prompt and efficient service fully compliant with the terms, conditions and stipulations of the solicitation.

### 2.2. DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION

Any questions or clarifications concerning this solicitation shall be submitted by email or facsimile to the Purchasing Department, Attn: Yusbel Gonzalez; fax: (305) 400-5104 or email: ygonzalez@ci.miami.fl.us. The solicitation title and number shall be referenced on all correspondence. All questions must be received no later than Wednesday, May 18, 2011 at 5:00 PM. All responses to questions will be sent to all prospective bidders/proposers in the form on an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

### 2.3. SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

This Request for Proposals (RFP) represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately forty five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in the particular procurement and their respective delivery locations are listed in the RFP document.

Please refer to the document titled "Southeast Florida Governmental Purchasing Cooperative" in the Header/Notes and Attachments section of this RFP, in the Oracle Sourcing system. Said document contains the cooperative's operational procedures.

### 2.4. PARTICIPATING SOUTHEAST FLORIDA COOPERATIVE GROUP MEMBER AGENCIES

CITY OF MIAMI

- Contact Name: Kenneth Robertson
- Address: 444 S.W. 2 Avenue, 6th Floor, Miami, FL 33130
- Telephone Number: 305-416-1910
- Email Address: krobertson@miamigov.com
- Average Annual Auction Proceeds: $500,000

CITY OF COCONUT CREEK

- Contact Name: Dave Santucci
- Address: 4800 W. Copans Rd., Coconut Creek, FL 33063
- Telephone Number: 954-956-1584
- Email Address: dsantucci@coconutcreek.net
- Average Annual Auction Proceeds: $3,000.00

TOWN OF DAVIE

- Contact Name: Herb Hyman
- Address: 6591 Orange Drive, Davie, FL 33314
- Telephone Number: 954-797-1016
- Email Address: herb_hyman@davie-fl.gov
- Average Annual Auction Proceeds: $85,000

### 2.5. TERM OF CONTRACT

The proposer(s) qualified to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute a contract ("Contract") with the City, which shall include, but not be limited to, the following terms:

(1) The term of the Contract(s) shall be for three (3) years with an option to renew for three (3) additional one (1) year periods.

(2) The City shall have the option to extend or terminate the Contract.

Continuation of the contract beyond the initial period is a City prerogative; not a right of the bidder/proposer. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

## 2.6. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

(1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.

(2) Availability of funds

## 2.7. CONTRACT EXECUTION

The selected Proposer(s) evaluated and ranked in accordance with the requirements of this Solicitation, shall be awarded an opportunity to negotiate a contract ("Contract") with the City. The City reserves the right to execute or not execute, as applicable a Contract with the selected Proposer(s) that is determined to be most advantageous and in the City's best interest. Such Contract will be furnished by the City, will contain certain terms as are in the City's best interests, and will be subject to approval as to legal form by the City Attorney.

## 2.8. FAILURE TO PERFORM

Should it not be possible to reach the contractor or supervisor and/or should remedial action not be taken within 48 hours of any failure to perform according to specifications, the City reserves the right to declare Contractor in default of the contract or make appropriate reductions in the contract payment.

## 2.9. INSURANCE REQUIREMENTS

INDEMNIFICATION

Bidder shall pay on behalf of, indemnify and save City and its officials harmless, from and against any and all claims, liabilities, losses, and causes of action, which may arise out of bidder's performance under the provisions of the contract, including all acts or omissions to act on the part of bidder, including any person performing under this Contract for or on bidder's behalf, provided that any such claims, liabilities, losses and causes of such action are not attributable to the negligence or misconduct of the City and, from and against any orders, judgments or decrees which may be entered and which may result from this Contract, unless attributable to the negligence or misconduct of the City, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim, or the investigation thereof.

The bidder shall furnish to City of Miami, c/o Purchasing Department, 444 SW 2nd Avenue, 6th Floor, Miami, Florida 33130, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

**(1) Worker's Compensation**

A. Limits of Liability - Statutory - State of Florida

**Employer's Liability**

A. Limits of Liability

$100,000 for bodily injury caused by an accident, each accident

$100,000 for bodily injury caused by disease, each employee

$500,000 for bodily injury caused by disease, policy limit

(2) **Commercial General Liability**:

A. Limits of Liability

Bodily Injury and Property Damage Liability - Each Occurrence: $1,000,000

General Aggregate Limit: $2,000,000

Personal and Advertising Injury: $1,000,000

Products and Completed Operations: $1,000,000

B. Endorsements Required:

City of Miami included as an Additional insured. Employees included as insured. Contingent and Contractual Liability. Primary Insurance Clause.

(3) **BusinessAutomobile Liability**

A. Limits of Liability

Bodily Injury and Property Damage Liability Combined Single Limit. Any Auto, including hired, borrowed or non-owned autos used in connection with the work - $1,000,000

B. Endorsements Required:

City of Miami included as an Additional Insured

(4) **Professional Liability/Errors and Omissions Coverage**

Combined Single Limit, Each Claim: $300,000

General Aggregate Limit, Retro Date: $300,000

(5) **Personal Property of Others (if applicable):** TBA

**BINDERS ARE UNACCEPTABLE.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the bidder.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and/or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

**The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer in accordance to policy provisions.**

NOTE: CITY RFP NUMBER AND/OR TITLE OF RFP MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the bidder of his liability and obligation under this section or under any other section of this Agreement.

--**If insurance certificates are scheduled to expire** during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of ten (10) calendar days in advance of such expiration.

--**In the event that expired certificates are not replaced** with new or renewed certificates which cover the contractual period, the City shall:

(1) Suspend the contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the Invitation To Bid.

(2) The City may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Bidder in conjunction with the General and Special Terms and Conditions of the Bid.

The Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Bidder.

## 2.10. CONTRACT ADMINISTRATOR

Upon award, contractor shall report and work directly with Kenneth Robertson, who shall be designated as

the Contract Administrator.

## 2.11. USE OF PREMISES

The contractor shall confine his/her equipment, apparatus, the storage of materials, and the operation of his/her workmen to the limits indicated by law, ordinances, permits, or direction of the project manager, and shall not unreasonably encumber the premises with his/her materials. The contractor shall take all measures necessary to protect his own materials.

## 2.12. DAMAGES TO PUBLIC/PRIVATE PROPERTY

The contractor shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the contractor, at his/her expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed one month from date damage was done).

## 2.13. TERMINATION

### A. FOR DEFAULT

If Contractor defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Miami. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Miami.

### B. FOR CONVENIENCE

The City Manager may terminate this Contract, in whole or in part, upon 30 days prior written notice when it is in the best interests of the City of Miami. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Miami the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Miami shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

## 2.14. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the bidder's/proposer's authorized signature affixed to the bidder's/proposer's acknowledgment form attests to this.

## 2.15. PRIMARY CLIENT (FIRST PRIORITY)

The successful bidder(s)/proposer(s) agree upon award of this contract that the City of Miami shall be its primary client and shall be serviced first during a schedule conflict arising between this contract and any other contract successful bidder(s)/proposer(s) may have with any other cities and/or counties to perform similar services as a result of any catastrophic events such as tornadoes, hurricanes, severe storms or any other public emergency impacting various areas during or approximately the same time.

## 2.16. CHANGES/ALTERATIONS

Proposer may change or withdraw a Proposal at any time **prior to** Proposal submission deadline; however, no oral modifications will be allowed. Written modifications shall not be allowed following the proposal deadline.

## 2.17. PRICE/COMPENSATION PROPOSAL

Each Proposer shall use the "Price/Compensation Proposal" document to submit its price proposal. Said document is located in the Header/Notes and Attachments section of this RFP, in the Oracle Sourcing system. The City reserves the right to add or delete any service, at any time. Should the City determine to add an additional service for which pricing was not previously secured, the City shall seek the Successful Proposer to provide reasonable cost(s) for same. Should the City determine the pricing unreasonable, the City reserves the right to negotiate cost(s) or seek another vendor for the provision of said service(s).

***Failure to submit price/compensation proposal as required and at time of proposal submittal shall disqualify Proposer from consideration.***

## 2.18. EVALUATION/SELECTION PROCESS AND CONTRACT AWARD

The procedure for response evaluation, selection and award is as follows:

(1) Solicitation issued.

(2) Receipt of responses

(3) Opening and listing of all responses received

(4) Purchasing staff will review each submission for compliance with the submission requirements of the Solicitation, including verifying that each submission includes all documents required.

(5) An Evaluation Committee, appointed by the City Manager, comprised of appropriate City Staff and members of the community, as deemed necessary, with the appropriate technical expertise and/or knowledge, shall meet to evaluate each response in accordance with the requirements of this Solicitation and based upon the evaluation criteria as specified herein.

(6) The Evaluation Committee reserves the right, in its sole discretion, to request Proposers to make oral presentations before the Committee as part of the evaluation process. The presentation may be scheduled at the convenience of the Evaluation Committee and shall be recorded.

(7) The Evaluation Committee reserves the right to rank the Proposals and shall submit its recommendation to the City Manager for acceptance. If the City Manager accepts the Committee's recommendation, the City Manager's recommendation for award* of contract will be posted on the City of Miami Purchasing Department website, in the Supplier Corner, Current Solicitations and Notice of Recommendation of Award Section. The notice of the City Manager's recommendation can be found by selecting the details of the solicitation and is listed as Recommendation of Award Posting Date and Recommendation of Award To fields. If "various" is indicated in the Recommendation of Award To field, the Bidder/Proposer must contact the buyer for that solicitation to obtain the suppliers name. The City Manager shall make his recommendation to the City Commission requesting the authorization to negotiate and/or execute an agreement with the recommended Proposer(s). No Proposer(s) shall have any rights against the City arising from such negotiations or termination thereof.

(8) The City Manager reserves the right to reject the Committee's recommendation, and instruct the Committee to re-evaluate and make another recommendation, reject all proposals, or recommend that the City Commission reject all proposals.

(9) The City Commission shall consider the City Manager's and Evaluation Committees' recommendation(s) and, if appropriate and required, approve the City Manager's recommendation(s). The City Commission may also reject any or all response.

(10) If the City Commission approves the recommendations, the City will enter into negotiations with the selected Proposer(s) for a contract for the required services. Such negotiations may result in contracts, as deemed appropriate by the City Manager.

(11) The City Commission shall review and approve the negotiated Contract with the selected Proposer(s).

*Note:* Award shall be made to the responsive and responsible proposer(s) whose proposal is most advantageous to the City as determined by the City Commission in accordance with the evaluation criteria contained in the RFP. Award of contract may result in a split award, with one proposer providing On-Site Auction Services (Group 1) and the other proposer providing Internet Auction Services (Group 2).

## 2.19. ADDITIONAL SERVICES

Services not specifically identified in this request may be added to any resultant contract upon successful negotiation and mutual consent of the contracting parties.

## 2.20. RECORDS

During the contract period, and for a least five (5) subsequent years thereafter, Successful Proposer shall provide City access to all files and records maintained on the City's behalf.

## 2.21. TRUTH IN NEGOTIATION CERTIFICATE

Execution of the resulting agreement by the Successful Proposer shall act as the execution of truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of the resulting Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which City determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

**3. Specifications**

## 3.1. SPECIFICATIONS/SCOPE OF WORK

### BACKGROUND

The City of Miami, Florida currently holds auctions on-site on an as needed basis throughout the year (approximately 3-4 auctions annually). The items auctioned range from automobiles (surplus and confiscated/found), trucks, fire-fighting equipment and vehicles, heavy equipment, boats, work equipment, personal and mainframe computers, office equipment, furniture, jewelry, electronics, miscellaneous police confiscated items and found property.

The intent and purpose for this Request for Proposals is to obtain the services of a professional auctioneering firm's to provide on-site and/or internet auction services. **Proposers may submit a proposal for either On-Site Auction Services (Group 1), Internet Auction Services (Group 2) or both (Group 1 and Group 2).**

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 large buyers on file. Both of these considerations, the City believes, will increase the average item price and total auction sales and will be considered in determination of award.

### CONTRACTOR REQUIREMENTS

Contractor shall conduct said public auction of property in accordance with the following requirements:

- Sale will be open to the general public and there will be no fee to participate as a potential buyer.
- Auctions shall be advertised in a newspaper of general circulation in each Agencies local area at least once a minimum of ten (10) days prior to the auction date. Size and frequency to be determined prior to placement of ads. Cost for this advertising is assumed by the Contractor.
- The Contractor will list the Agencies auction dates on the Contractor's brochures which will be mailed to the Contractor's buyer's lists. The Contractor shall also advertise and promote the Agencies auctions by mailing flyers to the Agencies mailing list. In addition, the contractor shall be required to advertise the Agency's auction on the Contractor's internet website, a minimum of one (1) month prior to the auction date at the Contractor's expense.
- All bidders shall be required to register prior to the auction in order to receive a bidder's number. Bidders shall be allowed to sign up and view the items available a minimum of two (2) hours prior to the auction time. Terms of sale are cash, cashier's check, or approved business/personal check. Bidders shall utilize their driver's license for the required bidder information in order to receive a bidder card.
    - *Note: A reasonable refundable registration fee may be utilized to deter bidders from walking away from their purchases. Proposers shall indicate in their proposal submission the anticipated refundable registration fee, if any.*
- Contractor shall provide all necessary labor to register bidders.
- Sale of personal property may be made only to the highest responsible bidder.
- Unless otherwise directed by the Agency, unsold vehicles and equipment will be rescheduled and attempted to be sold at the next available auction.
- It is anticipated that the net proceeds due the Agency will be paid within ten (10) working days after the auction is completed.

### LABOR, EQUIPMENT, AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

**Contractor shall provide sufficient and complete staff of experienced, licensed auctioneers, registration and computer personnel to:**

- Enter bidder's data and auction sales as they occur
- Lot equipment
- Secure sale items during auction and throughout checkout process

**Contractor shall utilize a computer system to:**

- Promptly and accurately record the activities of the auction
- Software shall save each transaction as it is entered. 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

**Contractor shall provide computer generated reports which shall include the following:**

- Entry of each lot with lot number, description and Agency Account/Division Code(s), or separate account identifying each participating Agency
- Entry of each registered buyer with buyer number, name, address, telephone number and dealer/tax status
- Entry of each lot sold including lot number, buyer number and price
- Produce and print a buyer's invoice (Bill of Sale) including buyer's number, name, address, telephone number, lot numbers purchased with description and selling price. Tax due **(if applicable)** and invoice total
- List of buyers registered
- List of active buyers only
- Lots sold
- Lots sold by Agency category (i.e., surplus, confiscated)
- Lots sold by Agency
- Summary by Agency category
- Summary by Agency
- Overall summary, including sales tax by Agency
- Lots sold by Buyer

**Contractor shall keep a computer copy of all of the entries of the sale on secure electronic media for the term of the contract, and five (5) years after termination of contract.**

**Contractor shall provide / be responsible for:**

- Form for Registration of bidders with identification information
- Bidder Cards
- Bidders Contract form containing the terms and conditions of the sale with an assigned bidder number.
  - *Note:* All bidders shall sign this form. This form will be kept by the Agency. This form may be combined with the bidder registration form and shall have the assigned bidder number referenced.
- Public address system
- Recording (video or audio) of the entire auction
- Copies of the recording shall be turned over to the Agency at the end of the auction
- Computers, printers, extension cords and any other required equipment shall be provided by the contractor
- Assigning a "Lot" number to items for sale and printing the bidder catalog. The City will provide a listing of equipment to be sold a minimum of ten (10) days prior to the auction date.

**Contractor shall be responsible for coordination of all auction activities including:**

- Offer suggestions, on a timely basis, for maximizing sale value of items
- Auctioneer or project manager shall attend at a minimum, one Auction meeting quarterly with Agency Staff
- Agency will provide Contractor an inventory list(s). The Agency 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
- Contractor shall tag all items for sale the day before the auction
- Contractor shall handle any disputes that arise during the auction and shall ask for the assistance of the Purchasing Project Manager if required for resolution

The City will provide security for the cashiering activities. However, Contractor shall be responsible for providing sufficient staff for the protection of property received by the Contractor (during the auction and checkout process) as well as for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other natural disasters) or vandalism.

## AGENCY REQUIREMENTS

**In the operation of this agreement, each Agency shall be responsible for the following:**

- Submit to Contractor a list of property. It is understood that minor changes in said list may be submitted to Contractor at any time prior to one (1) week in advance of the auction
- Maintain any records considered necessary by the Agency, other than those provided by the Contractor
- Agency shall provide the Certificate(s) of Ownership and all other documents necessary to effect transfer of title for motor vehicles, trailers, and vehicle equipment. At the opinion of Contractor, vehicles may not be offered at auction unless the Certificate of Ownership and all other documents necessary to do a transfer of title for motor vehicles, trailers, and vehicle equipment are submitted at least five (5) days prior to sale

## INTERNET AUCTIONS

**The Proposer may include in their proposal their methodology (if any) for auctioning through the use of the Internet. The proposal should explain:**

- History/experience with Internet auctioning
- Site references
- Method of contacting buyers (buyer database)
- Information available to potential buyers (data, photos, etc.)
- Method of collection of data and photo of sale items
- Method of auctioning (set minimums, deadline date and time, modified deadlines, etc.)
- Site structure (dedicated page, shared)
- Location of sale items (agency site or contractor's site, pickup method, etc.)
- Method of payment for sale items (directly to agency or to contractor)

## 4. Submission Requirements

### 4.1. SUBMISSION REQUIREMENTS

Proposers shall carefully follow the format and instruction outlined below, observing format requirements where indicated. Proposals should contain the information itemized below and in the order indicated. This information should be provided for the Proposer and any sub-consultants to be utilized for the work contemplated by this Solicitation. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

**The response to this solicitation shall be presented in the following format. Failure to do so may deem your Proposal non-responsive.**

RESPONSES SHALL BE SUBMITTED IN HARD COPY FORMAT ONLY.

**Proposer must submit one (1) original hardcopy response along with five (5) copies. Additionally, Proposer shall include one (1) copy on CD-ROM in PDF format.**

**Proposer shall clearly indicate whether a proposal is being submitted for On-Site Auction Services (Group 1), Internet Auction Services (Group 2), or BOTH (Group 1 and Group 2).**

1. COVER PAGE

The Cover Page should include the Proposer's name; Contact Person for the RFP; Firm's Liaison for the Contract; Primary Office and Facility Location; Local Business Address, if applicable; Business Phone, Fax Number, and Email addresses; Title of RFP; RFP Number; Federal Employer Identification Number or Social Security Number.

2. TABLE OF CONTENTS

The table of contents should outline, in sequential order, the major sections of the proposal as listed below, including all other relevant documents requested for submission. All pages of the proposal, including the enclosures, should be clearly and consecutively numbered and correspond to the table of contents.

3. 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. 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 (2) pages in length.

4. PROFESSIONAL EXPERIENCE AND QUALIFICATIONS

Professional experience and qualifications of the firm(s)/individual(s) who will provide the services. The submission shall 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. The above mentioned may only be changed with the express prior written permission of the City of Miami. The City of Miami reserves the right to approve or reject replacements.*

• Minimum of six (6) references of auctions performed, with a minimum of three (3) references being for a government entity within the past two years (Preferably in South Florida). Reference list shall include government entities that are similar to the City of Miami. List shall include a brief description of similar accounts and size, satisfactorily completed by Proposer, identified in the proposal with location, dates of contracts, names, addresses, phone numbers, auction dates, summary of items auctioned, advertising budget and number of registered bidders.

• List of equipment and staff available to do the work on the day of the auction (include number of data entry staff for registering bidders, cashiers, title clerks, etc.).

• Number of years organization has been in business.

• Number of years of experience Proposer (person, principal of firm, owner) has had in the operation of the services required by the Scope of Work of the RFP.

• Number of years of experience Proposer (firm, corporation, proprietorship) has had in the operation of the services required by the Scope of Work of the RFP.

• Summary of advertising media that will be used for City's auctions and/or other methods that are of **no charge** to the City.

• Identify how mailing database is categorized and how bidders will be chosen to receive information for the City of Miami auction. Proposer shall also give an estimated number of bidders, interested in City auctions, which would be mailed a notice.

• Sample of terms of sale information that is provided to bidders at time of registration (attach a sample).

• A list of those persons who will have a management or senior position working with the City, if Proposer is awarded a contract. List name, title or position, and project duties. A resume or summary of experience and qualifications must accompany proposal.

• Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest.

- List all pending lawsuits which are concerned directly with the staff or part of Proposer's organization.
- List all judgments from lawsuits in the last five (5) years which are concerned directly with the staff or part of Proposer's organization.

• Experience Record: Attach a list of references who may be contacted to ascertain information on past and/or present contracts as required by the Scope of Work. List of references shall include the address, phone number(s), e-mail address, and contact persons within each organization.

## 5. METHODOLOGY AND OVERALL APPROACH TO SCOPE OF WORK

Proposer shall explain the Scope of Work as understood by the proposer and detail the approach to preparing for and providing an auction, in accordance with the Scope of Work. Include details on:

• Description or plan of operations which demonstrate an understanding of and the capability to assume responsibility to publicly auction Agency equipment/materials. The plan should detail methods of preparing merchandise for, advertising, conducting, and accounting for a sale.

• Frequency and dates of sales

• Ability to advertise and draw adequate public attendance at auctions. It is anticipated that the Successful Proposer will print brochures and advertise the public auction appropriately

• Procedures to physically arrange set up and conduct public auctions

• Records provided to the City and retained by the Successful Proposer

• Procedures to collect and remit funds to the Agency providing normal schedule for the receipt of funds

## 6. PRICE/COMPENSATION PROPOSAL

Each Proposer shall use the "Price/Compensation Proposal" document to submit its' price proposal. Said document is located in the Header/Notes and Attachments section of this RFP, in the Oracle Sourcing system. Proposer shall, as its sole compensation for services provided, receive commission based on a fixed percentage of gross sales proceeds generated from the auction (not to include sales tax) or a fixed percentage buyer's premium. *Proposers are not allowed to propose a combination of commission and buyers premium.* Successful Proposer(s) shall submit an invoice to the City based on their percentage commission charge or deduct the buyer's premium from the gross sales proceeds.

## 7. AVAILABILITY

Indicate current and anticipated workloads and availability. 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.

## 8. OTHER

Provide a summary of any litigation filed against the proposer in the past three (3) 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.

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. Submit occupational license/business tax receipt from Entity where business is located.

## 9. ADDITIONAL INFORMATION

Any additional information which the proposer considers pertinent for consideration should be included in a separate section of the proposal. Furthermore, Proposer shall provide a statement about why the proposer feels its approach or equipment would be the most cost effective to the City.

## 5. Evaluation Criteria

### 5.1. EVALUATION CRITERIA

Proposals shall be evaluated based upon the following criteria and weight:

- Evidence of the ability, understanding of required services, capacity & skill of firm to perform, including timeliness, stability, availability, marketing efforts and location - **Maximum 20 points**
- Quality, depth, and scope of response to proposal - **Maximum 10 points**
- Successful governmental experience & background in similar services - **Maximum 15 points**
- Background, qualifications & experience of personnel assigned to the project. - **Maximum 15 points**
- Capabilities of proposer's software to process transactions expediently for reporting and checkout. - **Maximum 15 points**
- Price/Compensation - **Maximum 25 points**

**Total: 100 points**

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

## Cooperative Purchasing:

The Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately forty five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in the particular procurement and their respective delivery locations are listed in the document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- Each participating governmental entity will be responsible for awarding a contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting form this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

**"WORKING TOGETHER TO REDUCE COSTS"**

# City of Miami

KENNETH ROBERTSON
Chief Procurement Officer

TONY E. CRAPP, JR.
City Manager

# ADDENDUM NO. 1

**RFP No. 270254 MAY 23, 2011**

## Request for Proposals (RFP) for Auction Services

**TO: ALL PROSPECTIVE PROPOSERS:**

The following changes, additions, clarifications, and deletions amend the RFP documents of the above captioned RFP, and shall become an integral part of the Contract Documents. **Words and/or figures stricken through shall be deleted.** Underscored words and/or figures shall be added. The remaining provisions are now in effect and remain unchanged. Please note the contents herein and reflect same on the documents you have on hand.

Section 3.1, Specifications/Scope of Work, of the RFP has been amended as follows:

**BACKGROUND**
The City of Miami, Florida currently holds auctions on-site on an as needed basis throughout the year (approximately 3-4 auctions annually). The items auctioned, on-site and on-line, range from automobiles (surplus and confiscated/found), trucks, fire-fighting equipment and vehicles, heavy equipment, boats, work equipment, personal and mainframe computers, office equipment, furniture, jewelry, electronics, miscellaneous police confiscated items and found property.

**Q1: The above mentioned RFP states that the proposer shall furnish an insurance certificate listing the City of Miami as the certificate holder and as an additional insured. This is normally provided upon award of a contract.**

**Would it be acceptable to provide a sample of such a document that shows proof of insurance but does not name the City, understanding that if awarded a contract, Prospective Proposer would add the City of Miami as an additional insured and produce the required document in a timely manner?**

**A1:** Yes, the above mentioned will be accepted by the City. Pursuant to Section 1.47, Insurance, the following requirement is stated:

> *"Within ten (10) days after receipt of Notice of Award, the successful Contractor, shall furnish Evidence of Insurance to the Purchasing Department, if applicable. Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the Special Conditions* [Section 2.9] *entitled "Insurance Requirements". The City shall be listed as an "Additional Insured."*

As explained above, the Awarded Proposer will not be required to submit evidence of insurance (via Certificate of Insurance) until after receipt of Notice of Award. Prospective Proposers are *not* required to submit a Certificate of Insurance, showing the City of Miami as an additional certificate holder and insured, at the time of Proposal submittal.

**Q2:** **Will the City accept a proposal for Surplus Property, with the On Line component only? Prospective Proposer has three (3) different services, but two (2) of them that relate to vehicles and Heavy Equipment, carry a Commission % and Buyer's Premium so Prospective Proposer is precluded from submitting a proposal on those.**

**A2:** Yes. The City of Miami will accept a proposal response for Group 2 – Internet Auction Services only. Pursuant to Section 3.1, Specifications/Scope of Work, of the RFP, the following is stated under "**BACKGROUND**", in the second paragraph:

> *"The intent and purpose for this Request for Proposals is to obtain the services of a professional auctioneering firm's to provide on-site and/or internet auction services.* ***Proposers may submit a proposal for either On-Site Auction Services (Group 1), Internet Auction Services (Group 2) or both (Group 1 and Group 2)."***

As explained above, Prospective Proposers may choose to submit a proposal response for Group 1 **and/or** Group 2.

**Q3:** **As Prospective Proposer advances forward in the reading the requirements of the RFP, there are parts of the RFP that Prospective Proposer cannot submit a proposal response for, due to Commission and Buyer's premium Prospective Proposer charges on certain Services. Prospective Proposer would like to know if the City will accept a Proposer Response for On Line Auction Services for surplus property, but that excludes the auction of vehicles on-line?**

**A3:** No. The City will not accept a Proposal Response for On-Line Auction Services, which excludes the auctioning of vehicles on-line.

Pursuant to Section 3.1, Specifications/Scope of Work, of the RFP, the following is stated under "**BACKGROUND**", in the first paragraph (as revised via this Addendum):

> *The City of Miami, Florida currently holds auctions on-site on an as needed basis throughout the year (approximately 3-4 auctions annually). The items auctioned* on-site and on-line *range from automobiles (surplus and confiscated/found), trucks, fire-fighting equipment and vehicles, heavy equipment, boats, work equipment, personal and mainframe computers, office equipment, furniture, jewelry, electronics, miscellaneous police confiscated items and found property.*

As shown above, the items auctioned include automobiles (surplus and confiscated/found), trucks, fire-fighting equipment and vehicles. The City shall have the right to choose whether the items will be auctioned on-site or on-line.

**Q4:** **Does the City of Miami require that the letter of transmittal be signed in ink by an authorized or will the City accept a digital signature?**

**A4:** The Letter of Transmittal shall be signed in ink by the authorized agent of the Proposer. A digital signature will not be accepted.

**Q5:** **Section 2.9 of the RFP outlines Insurance requirements for the contract. If a proposal is submitted exclusively for Group 2 – Internet Auction Services, the resultant contract would not call for a contractor to have employees, operate vehicles or have any physical presence within the State of Florida whatsoever. Would comparable general commercial liability, errors and omissions and worker's compensation required by a contractor's state of incorporation be acceptable in this case?**

**A5:** A Prospective Proposer who submits a proposal response exclusively for Group 2 – Internet Auction Services, will not be required to provide the City of Miami with Business Automobile Liability and Worker's Compensation insurance coverage. However, Prospective Proposer will be required to provide Commercial General Liability and Professional Liability/Errors and Omissions Coverage. *Please note that this latter exception applies only to Prospective Proposers who submit a proposal response exclusively for Group 2 – Internet Auction Services.*

**Q6:** **Prospective Proposer only performs Internet Auctions for governments.**

**Question: Are Internet Auction Companies only responsible for responding to the Internet Auctions section as displayed below on page 33 of 37 of the RFP?**

INTERNET AUCTIONS
**The Proposer may include in their proposal their methodology (if any) for auctioning through the use of the Internet. The proposal should explain:**
- **History/experience with Internet auctioning**
- **Site references**
- **Method of contacting buyers (buyer database)**
- **Information available to potential buyers (data, photos, etc.)**
- **Method of collection of data and photo of sale items**
- **Method of auctioning (set minimums, deadline date and time, modified deadlines, etc.)**
- **Site structure (dedicated page, shared)**
- **Location of sale items (agency site or contractor's site, pickup method, etc.)**
- **Method of payment for sale items (directly to agency or to contractor)**

**A6:** Prospective Proposers submitting a response under this RFP, shall carefully follow the requirements stipulated in Section 4, Submission Requirements, of the RFP.

Each of the points listed under "Internet Auctions" in page 33 of 37 of the RFP, shall be addressed by the Prospective Proposer in the "Methodology and Overall Approach to Scope of Work" section of its proposal response.

**Q7:** **What is the current commission for the City's live auctions and are there any other fees being charged other than the commission?**

**A7:** The current commission for the City's on-site auctions is a 7% Buyer's Premium. There are no additional fees being charged.

**Q8:** **What is the current commission for the City's internet auctions and are there any other fees being charged other than the commission?**

**A8:** The current commission for the City's internet auctions is a 7% Buyer's Premium. There are no other additional fees being charged.

**Q9:** **Regarding the insurance requirements, are these requirements for the live auction portion only?**

**A9:** The Insurance Requirements shown in Section 2.9 of the RFP are applicable to both On-Site and Internet Auction Services. However, the City has made exceptions for Prospective Proposers that submit a Proposal response only for Group 2 – Internet Auction Services. For details, please refer to the answer posted in this addendum for Question # 5.

**Q10:** **If a vendor chooses to bid the online auction option only, they would never be on City property, so the City of Miami would not need to be named as an additional insured.**

**A10:** Please refer to the answer posted in this addendum for Question # 5. Furthermore, the Successful Proposer will be required to add the City as an additional insured under its Commercial General Liability insurance policy.

**Q11:** **If the City of Miami requires the vendor for online auctions only to add the City as an additional insured on its policy, can the City please explain the reason why?**

**A11:** The City of Miami requires the Successful Proposer to add the City as an additional insured to protect the City against any possible law suits, against the City, that may occur as a result of the Successful Proposer's negligence in the performance of services under this contract.

**ALL OTHER TERMS AND CONDITIONS OF THE RFP REMAIN THE SAME.**

Sincerely,

Kenneth Robertson
Director/Chief Procurement Officer

KR/ yg
Cc: RFP File

# "EXHIBIT B"

# PROPOSAL

**(Proposal to follow this cover page)**

FISHER
AUCTION COMPANY

# COVER PAGE

**(Both Groups; Group 1 and Group 2)**

Proposer: Fisher Auction Co., Inc.

Contact Person: Lamar P. Fisher, President / CEO

Liason: Lamar P. Fisher, President / CEO

Primary Office and Facility Location: 351 S. Cypress Rd., Suite, 210, Pompano Beach, Florida 33060-7159

Business Phone: 954.942.0917

Fax Number: 954.782.8143

Email Addresses: info@fisherauction.com • lamar@fisherauction.com

Title of RFP: Request for Proposals for Auction Services

RFP Number: 270254

FEIN: 59-2342559

## Certification Statement

Please quote on this form, if applicable, net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs, including transportation to destination. The City reserves the right to accept or reject all or any part of this submission. Prices should be firm for a minimum of 120 days following the time set for closing of the submissions.

In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.

We (I) certify that we have read your solicitation, completed the necessary documents, and propose to furnish and deliver, **F.O.B. DESTINATION**, the items or services specified herein.

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations, or debarred or suspended as set in section 18-107 or Ordinance No. 12271.

All exceptions to this submission have been documented in the section below (refer to paragraph and section).

EXCEPTIONS:

We (I) certify that any and all information contained in this submission is true; and we (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the submitter. Please print the following and sign your name:

SUPPLIER NAME: Fisher Auction Co., Inc.

ADDRESS: 351 S. Cypress Rd., Suite 210, Pompano Beach, Florida 33060-7159

PHONE: 954.942.0917 FAX: 954.782.8143

EMAIL: lamar@fisherauction.com BEEPER: N/A

SIGNED BY: Lamar P. Fisher

TITLE: President / CEO DATE: 5/20/16

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM SHALL DISQUALIFY THIS BID.**

## Certifications

Legal Name of Firm:

Fisher Auction Co., Inc.

Entity Type: Partnership, Sole Proprietorship, Corporation, etc.

Corporation

Year Established:

1983

Office Location: City of Miami, Miami-Dade County, or Other

Pompano Beach, Broward County, Florida

Business Tax Receipt / Occupational License Number:

379-14471

Business Tax Receipt / Occupational License Issuing Agency:

Broward County Department of Revenue

Business Tax Receipt / Occupational License Expiration Date:

September 30, 2011

Respondent certifies that (s) he has read and understood the provisions of City of Miami Ordinance No. 10032 (Section 18-105 of the City Code) pertaining to the implementation of a "First Source Hiring Agreement.": (Yes or No)

Yes

Do you expect to create new positions in your company in the event your company was awarded a Contract by the City? (Yes or No)

No

In the event your answer to question above is yes, how many new positions would you create to perform this work?

Please list the title, rate of pay, summary of duties, number of positions, and expected length or duration of all new positions which might be created as a result of this award of a Contract.

Will Subcontractor(s) be used? (Yes or No)

No

Please list and acknowledge all addendum/addenda received. List the addendum/addenda number and date of receipt (i.e. Addendum No. 1, 7/1/07). If no addendum/addenda was/were issued, please insert N/A

N/A

Line: **1**
Description: **PROSPECTIVE PROPOSERS SHALL USE THE "PRICE/COMPENSATION PROPOSAL" DOCUMENT TO SUBMIT ITS' PRICE PROPOSAL. PROPOSER IS NOT REQUIRED TO ENTER A UNIT PRICE IN THIS LINE**
**THE PRICE/COMPENSATION PROPOSAL DOCUMENT IS LOCATED IN THE "HEADER/NOTES AND ATTACHMENTS" SECTION OF THIS RFP, IN THE ORACLE SOURCING SYSTEM**

Category: **96209-00**
Unit of Measure: **Each**

Unit Price: $ N/A Number of Units: **1** Total: $ N/A

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# I. Letter of Transmittal

## I. Letter of Transmittal

Fisher Auction Co., Inc. **("Fisher")** appreciates the opportunity to submit our proposal for **BOTH Group 1 and Group 2** to the City of Miami's Request for Proposal (RFP) No. 270254. **The response provided herein was prepared without collusion with any other person or entity submitting a proposal pursuant to this RFP.** The person authorized to make representations and the principals interested in the proposal on behalf of Fisher is: Lamar P. Fisher, President / CEO of Fisher Auction Co., Inc., 351 S. Cypress Rd., Suite 210, Pompano Beach, Florida 33060-7159, 954.942.0917 ext. 13.

This important City of Miami (Southeast Florida Governmental Purchasing Cooperative) auction contract will require the contractor to be knowledgeable with selling surplus assets, experienced in planning, orchestrating, reporting and conducting similar engagements and able to implement an effective marketing plan to achieve the ***highest*** possible prices. Fisher Auction Co., Inc. has been in business for over 39 continuous years and believes our team is "uniquely" best qualified to achieve the City of Miami's objectives for the following reasons:

◆ Fisher Auction Co., Inc. has conducted successful auctions of seized and surplus vehicles, equipment, boats, office equipment, jewelry and miscellaneous items for the City of Riviera Beach, State of Florida, City of Dania Beach, City of Deerfield Beach, City of Lighthouse Point, City of Pompano Beach, City of South Bay, City of Margate, City of Ft. Lauderdale, City of Hollywood, Town of Davie, City of Miramar, City of Pembroke Pines, City of Lauderhill, City of Homestead, City of Miami, City of Miami Beach, City of North Miami, City of North Miami Beach, City of South Miami, City of Miami Springs, City of Aventura, City of Sunrise, City of Tamarac, City of Wilton Manors, Dade County School Board, Broward County Sheriff's Department, Broward County School Board, Broward County Mass Transit, Broward County Fleet Service, F.I.U., Department of Defense Reutilization and Marketing Division and U.S. Customs. We believe this vast auction success will benefit the City of Miami.

◆ Selling surplus assets in a professional, yet time - efficient manner - is a major task. The coordination between contractor and the Purchasing Division's Project Administrator, staffing for pre-auction set-up / auction day / post-auction reporting and check-out, available equipment, police security, auction day sales catalog preparation, bidder registration, placement of directional signs / portable rest rooms, final computerized tabulation, etc. is essential to the production of well run auctions. The sale(s) will need managed inspections. This massive undertaking will require an auction firm experienced in managing hundreds of people at one time. We feel Fisher Auction Co., Inc. **specializes** in this type of assignment.

In the past year, our firm has conducted 8 local similar engagements, which offered over 798 lots of surplus items for $1,131,500.00 in total sales. Our firm coordinated and managed all pre-auction, auction day and post-auction activities. Our most recent similar sale was conducted for Town of Davie with 94 registered bidders, for $152,647.00 in total sales - (POC Herb Hyman, 954.797.1016).

◆ We are extremely familiar with surplus bills of sales needed, vehicle / equipment title issues and sales tax requirements to properly convey title to new purchasers both for dealers (non taxable sales) and the consumer user (taxable sales). We hire Beach Auto Tag and Insurance to transfer titles at the auction. Additionally, we currently have over 1,000 active names on our database of customers who regularly attend local Municipality sales and purchase similar items. We are very sensitive to maintaining good public relations with the buying public.

◆ Fisher Auction Co., Inc. will assign Francis D. Santos, Executive Vice President as the Project Manager in charge of your auction. He has served as Project Director and / or Project Manager for more than 137 similar engagements with generated sales exceeding $20,000,000.00. Mr. Santos will oversee the entire engagement and offer the City of Miami the advanced technical ability and experience to perform the auction duties.

◆ Fisher Auction Co., Inc. believes the follow-up and reporting is vital to the success of the auction. Starting with the finalization of assets to be sold, Fisher Auction Co., Inc. will meet with the City's Project Administrator / personnel to establish a cohesive / consistent tracking of all items to be sold. As standard operating procedure Fisher Auction Co., Inc. will provide the City of Miami with day of auction registration summary depicting number of bidders by state / area and computerized reports of individual assets sold by the City of Miami asset number, auction number, high bidder and amount paid within 30 minutes after the last lot / asset item is sold. These computer tracking and information systems continue to the post-auction reports, which will aid and assist the City of Miami in their summary reporting requirements.

**The goal and commitment of Fisher Auction Co., Inc. is to perform and conduct the most efficient and profitable auctions for the City of Miami and cooperative agencies through extensive years of planning, coordinating, marketing and conducting successful sales of similar engagements.**

Sincerely,

**FISHER AUCTION CO., INC.**

Lamar P. Fisher, CAI, AARE
President / CEO

# II. Professional Experience and Qualifications

## II. Professional Experience and Qualifications

**Lamar P. Fisher, CAI, President / CEO**

**EDUCATION:** 1978 High School Graduate of Palm Cove Beach High School, Pompano Beach, Florida, 1979 Graduate of Mendenhall School of Auctioneering, High Point, NC, 1980 AA Degree Graduate of Palm Beach Junior College, Boca Raton, Fl, 1984 Graduate of the Certified Auctioneers Institute, Bloomington, IN, A.A.R.E. graduate, (full Resume included in Section I Attachments).

**WORK EXPERIENCE:** Mr. Fisher's responsibilities include Sales Presentations, Writing Proposals, Project Management, extensive Asset Due Diligence, Appraisals, conducting since 1982 auctions for 20 local municipalities. Mr. Fisher will be responsible for the overall planning and coordinating of each auction event strictly adhering to the timeline (see sample Timeline in Section D) ensuring quality control.

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.

**Francis D. Santos, Executive Vice President / Project Manager**

**EDUCATION:** 1980 High School Graduate of Harrison High School, Harrison, AK, 1981 – 1982 attended Trident College, Charleston, S.C., 1993 Graduate of Gold Coast School of Real Estate, 2000 Graduate of Sea School, Ft. Lauderdale, FL, 2002 Completed Courses at Auction Marketing Institute (full Resume included in Section I Attachments)

**WORK EXPERIENCE:** Mr. Santos's responsibilities include Onsite Project Assessment, Proposal Writing, Assistant Project Management for Real Estate Auctions, Personal Property Auction Coordinator for Trust Companies, Individual Sellers, Major Lending Institutions, Government Agencies and Municipalities.

Note: Primary staff (auctioneer and project manager) shall be identified by name and title. The above-mentioned may only be changed with the express prior written permission of the City of Miami. The City of Miami reserves the right to approve or reject replacements.

**Minimum of six (6) references of auctions performed with a minimum of three references being for a government entity within the past two years. Reference list to provide listing of references that are similar to the City of Miami. List to include a brief description of similar accounts and size, satisfactorily completed by proposer identified in the proposal with location, dates of contracts, names, addresses, phone numbers, auction dates, summary of items auctioned, advertising budget and number of registered bidders.**

| Municipality / Agency | Date of Sale | Number of Registered Bidders | Budget Amount | Total Sales |
|---|---|---|---|---|
| The Town of Davie<br>6591 S.W. 45th Street<br>Davie, Florida 33314-3399<br>Mr. Herb Hyman<br>954.797.1016 | 5/7/11 | 94 | $2,330.00 | $152,647.00 |
| The City of Miami<br>444 SW 2nd Ave.<br>Miami, FL 33130<br>Mr. Kenneth Robertson<br>305.416.1910 | 4/2/11 | 59 | $1,850.00 | $91,490.35 |
| The City of Miami Beach<br>1700 Convention Center Dr.<br>Miami Beach, Florida 33139<br>Mr. Gus Lopez<br>305.673.7492 | 3/5/11 | 107 | $2,824.00 | $280,720.00 |
| The City of Miami<br>444 SW 2nd Ave.<br>Miami, FL 33130<br>Mr. Kenneth Robertson<br>305.416.1910 | 11/6/10 | 64 | $1,850.00 | $78,438.49 |
| The City of Margate<br>5790 Margate Boulevard<br>Margate, Florida 33063<br>Ms. Patricia Greenstein<br>954.972.6454 | 9/25/10 | 57 | $1,995.00 | $72,275.50 |
| State of Florida Abandoned Property<br>The Bureau of Unclaimed Property<br>101 E. Gaines Street, 3rd Fl.<br>Tallahassee, Florida 32399<br>Mr. Walter Graham<br>850.413.5560 | 8/21/10 | 298 | $12,500.00 | $1,214,460.00 |
| The City of Miami<br>444 SW 2nd Ave.<br>Miami, FL 33130<br>Mr. Kenneth Robertson<br>305.416.1910 | 7/10/10 | 99 | $1,850.00 | $142,026.45 |

| Municipality / Agency | Date of Sale | Number of Registered Bidders | Budget Amount | Total Sales |
|---|---|---|---|---|
| The City of Miami Beach<br>1700 Convention Center Dr.<br>Miami Beach, Florida 33139<br>Mr. Gus Lopez<br>305.673.7492 | 6/26/10 | 106 | $2,824.00 | $188,782.00 |
| The Town of Davie<br>6591 S.W. 45th Street<br>Davie, Florida 33314-3399<br>Mr. Herb Hyman<br>954.797.1016 | 6/5/10 | 86 | $2,330.00 | $125,186.60 |
| F.I.U.<br>11200 Tamiami Trail<br>Miami, Florida 33199<br>Mr. Ramon V. Duenas<br>305.348.3422 | 12/12/09 | 65 | $1,800.00 | $53,906.60 |
| State of Florida Abandoned Property<br>The Bureau of Unclaimed Property<br>101 E. Gaines Street, 3rd Fl.<br>Tallahassee, Florida 32399<br>Mr. Walter Graham<br>850.413.5560 | 10/25/09 | 368 | $12,500.00 | $1,349,163.00 |
| The City of Miami Beach<br>1700 Convention Center Dr.<br>Miami Beach, Florida 33139<br>Mr. Gus Lopez<br>305.673.7492 | 9/26/09 | 86 | $2,425.00 | $190,905.00 |
| The City of Miami<br>444 SW 2nd Ave.<br>Miami, FL 33130<br>Mr. Kenneth Robertson<br>305.416.1910 | 8/29/09 | 57 | $2,400.00 | $89,992.35 |
| The City of Miami<br>444 SW 2nd Ave.<br>Miami, FL 33130<br>Mr. Kenneth Robertson<br>305.416.1910 | 6/26/09 | 74 | $2,400.00 | $97,787.30 |
| The Town of Davie<br>6591 S.W. 45th Street<br>Davie, Florida 33314-3399<br>Mr. Herb Hyman<br>954.797.1016 | 5/2/09 | 95 | $2,330.00 | $110,685.96 |

| Municipality / Agency | Date of Sale | Number of Registered Bidders | Budget Amount | Total Sales |
|---|---|---|---|---|
| The City of North Miami Beach<br>17011 N.E. 19th Avenue<br>N. Miami Beach, FL 33162<br>Ms. Roslyn Weisblum<br>305. 948.2946 | 4/18/09 | 138 | $1,995.00 | $123,992.00 |
| The City of Margate<br>5790 Margate Boulevard<br>Margate, Florida 33063<br>Ms. Patricia Greenstein<br>954.972.6454 | 04/04/09 | 106 | $1,630.00 | $98,180.50 |
| The City of Miami<br>444 SW 2nd Ave.<br>Miami, FL 33130<br>Mr. Kenneth Robertson<br>305.416.1910 | 02/10/09 | 108 | $2.300.00 | $195,927.70 |

** **Surplus Assets Sold include but not limited to:** 1 Ton Stow Rollers, Eager Beaver Trailers, Stow Concrete Mixers, H & H Pump on Trailers, Wood Chuck Chippers, Kut-Kwick Mowers, International Dump Trucks, Mack Dumps, Tandem Dove Tails, Mack Semi-Tractors, International Bucket Trucks, International Vac-All Sewer Trucks, Bobcat Loaders, Huber Grader / Maintainers, Cat Graders, Badger Excavator Trucks, Golf Carts, Rocket Trailers, Peterson Surface Grinders, Sioux Valve Grinding Machines, Craftsman Lathes, Lincoln Welders, Power Tools, Garden Tools, Ambulances, City Buses, School Buses, Cars, Trucks, Office Equipments, Computers, Printers, Phones, Fax Machines, Typewriters, Filing Cabinets, Bicycles, Golf Carts, Paddle Boats, Jewelry, Coins, Silver, Collectables, Stereo Equipment, Clothing, and more...

**List of equipment and staff available to do the work on the day of the auction (include number of data entry staff for registering bidders, cashiers, title clerks, etc.)**

**Fisher's Available Staff and Equipment:** Fisher employs full time two qualified, experienced and Florida licensed / bonded auctioneers, an auction pre-sale set-up manager, administrative assistant, bidder registration personnel, bid assistants and 3 computer data entry staff operators / clerks. Additionally, Fisher utilizes directional signs, tables / chairs for registration, generator (if needed), two (2) loud speaker systems, 2 portable laptop computers, printers; audio tape / video recorders, extensions cords, UPS, debit card machine and access to an independent refreshment stand vendor. Fisher will provide all equipment and supplies necessary (forms of registering / identifying bidders, bidder cards, bidder contract forms with terms and conditions, lot tags) to conduct the auction in a bidder friendly atmosphere and embrace the City of Miami's objectives / needs as top priority.

**Number of years organization has been in business.**

For over 39 years, representing three generations, Fisher has specialized in the Real Estate Sales, Personal Property Sales, and Marketing Industry. From that time to present, Sellers across the Country have called upon Fisher to implement their proven Auction-Marketing programs for disposing of Real Estate, Loan Portfolios and Personal Property in a cost efficient and expeditious manner.

Consistently ranked as one of the top ten Auction Companies in America, Fisher has successfully sold at Auction in 46 States, Mexico, Puerto Rico and the U.S. Virgin Islands.

Fisher is comprised of highly trained and skilled individuals with over 75 years of collective experience and backgrounds in Auctioneering, Real Estate, Real Estate Development, Leasing, Accounting, Law, Appraising, Banking, Sales, and Marketing.

Fisher Auction Co., Inc. was awarded the previous RFP issued by the City of Miami in 2005 and the contract has been continuously renewed until this new RFP was issued.

Fisher Auction Co., Inc. has been the only contractor to date, to be awarded the contract for the State of Florida Department of Financial Services since the Department first issued the RFP to sell abandoned contents of safe deposit contents in 1995.

**Identify summary of advertising journals that will be used for City of Miami and/or other methods that are of no charge to the City.**

Fisher Auction Co., Inc. will provide, subject to the City of Miami's approval, notification of each City of Miami's Auction as an announcement on our direct mail piece(s) for similar sales conducted prior to a scheduled City of Miami sale at no charge to the City of Miami.

Additionally, similar type announcements will be provided as part of our regular advertising for other local Municipalities e.g. Miami Herald / El Nuevo Herald, internet and email blasts at no charge to the City of Miami.

Fisher Auction Co., Inc. will post the City of Miami's Auction on our web site as soon as an event has been scheduled at no charge to the City of Miami.

**Identify how your mailing database is categorized and how bidders will be chosen to receive information for the City of Miami auction. Proposer to also give an estimated number of bidders that would be mailed a notice that would have interest in the City auction.**

Fisher maintains an up-to-date and current database of categorized bidder / buyers for city / municipal surplus sales and for the State of Florida unclaimed safe deposit box sale. Each City of Miami Auction will benefit with noticing the number of buyers identified below through direct mail.

Number of Active Buyers by State Regularly Attending Fisher's South Florida Municipal / Government Sales

| State | Number |
|---|---|
| Alabama | 2 |
| Arizona | 1 |
| California | 6 |
| Colorado | 1 |
| Connecticut | 2 |
| Florida | 1,893 |
| Georgia | 6 |
| Illinois | 5 |
| Louisiana | 1 |
| Maryland | 5 |
| Massachusetts | 5 |
| Michigan | 3 |
| Mississippi | 1 |
| Missouri | 1 |
| Nevada | 2 |
| New Jersey | 7 |
| New Mexico | 2 |
| New York | 6 |
| North Carolina | 1 |
| Ohio | 1 |
| Pennsylvania | 1 |
| South Carolina | 3 |
| Tennessee | 5 |
| Texas | 8 |
| Virginia | 4 |
| Puerto Rico | 3 |
| **Number of Active Buyers** | **1,975** |

Additionally, Fisher maintains an e-mail VIP buyer database of over 8,000 active buyers who will also receive notification of each City of Miami's Auction at no charge to the City.

**Proposer to submit sample of terms of sale information that is handed out to bidders at time of registration.**

In addition to the following sample Terms of Sale being a part of the auction day catalog, Fisher requires the bidder signature acknowledging the terms, which we keep on file.

**A list of those persons who will have a management or senior position working with the City, if Proposer is awarded a contract. List name, title or position, and project duties. A resume or summary of experience and qualifications must accompany proposal.**

Lamar P. Fisher, President / CEO, Auctioneer
Francis D. Santos, Executive Vice President, Auction Coordinator

- Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest.

  **None**

  - List all pending lawsuits which are concerned directly with the staff or part of Proposer's organization.

    **None**

  - List all judgments from lawsuits in the last five (5) years which are concerned directly with the staff or part of Proposer's organization.

    **None**

- Experience Record: Attach a list of references who may be contacted to ascertain information on past and/or present contracts as required by the Scope of Work. List of references shall include the address, phone number(s), e-mail address, and contact persons within each organization.

**References**

| | |
|---|---|
| Mr. Walter Graham, Bureau Chief<br>State of Florida<br>Department of Financial Services<br>Bureau of Unclaimed Property<br>200 East Gaines Street<br>Tallahassee, FL 32399 | Phone: 850-413-5560<br>walter.graham@myfloridacfo.com |
| Mr. Herb Hyman, CPPB<br>Procurement Manager<br>The Town of Davie<br>6591 S.W. 45th Street<br>Davie, Florida 33314-3399 | Phone: 954.797.1016<br>herb_hyman@davie-fl.gov |
| Mr. Gus Lopez, CPPO, Procurement Director<br>Purchasing Department<br>City of Miami Beach<br>1700 Convention Center Drive<br>Miami Beach, Florida 33139 | Phone: 305.673.7490<br>GusLopez@miamibeachfl.gov |
| Ms. Patricia Greenstein, Purchasing Manager<br>The City of Margate<br>5790 Margate Boulevard<br>Margate, Florida 33063 | Phone: 954.972.6454<br>pgreenstein@margatefl.com |
| Ms. Roslyn B. Weisblum<br>Assistant City Manager<br>City of North Miami Beach<br>17011 N.E.19th Avenue<br>North Miami Beach, FL 33162 | Phone: 305-948-2900 ext. 2120<br>roslyn.weisblum@citynmb.com |

# III. Methodology and Overall Approach to Scope of Work

## III. METHODOLOGY AND OVERALL APPROACH TO SCOPE OF WORK

Proposer shall explain the Scope of Work as understood by the proposer and detail the approach to preparing for and providing for a live onsite auction, in accordance with the Scope of Work.

Additionally, proposer shall explain the Scope of Work as understood by the proposer and detail the approach to preparing for and providing for an Internet auction.

### Introduction

The auction-marketing plan will be conducted in such a manner as to enhance the public's perception of the City of Miami as an efficient liquidator of surplus assets at market value. Fisher Auction Co., Inc. ("Fisher") will endeavor to provide maximum exposure of the auction sale to auto / equipment dealers, the public, former clients of the City of Miami and Fisher's database of clients from past sales for similar items and assets. The Project Manager will monitor each aspect of the marketing plan daily. Onsite visits, electronic messaging, telephone calls and strict adherence to the critical path / timeline will be tools to ensure quality control of the marketing plan and overall management of the sales process.

### Methodology / Rationale for Proposed Approach

Fisher's experience with similar engagements will provide the City of Miami the necessary blueprint for planning and conducting successful auction sales while maintaining and establishing good customer relations.

A major element of our proven sales program entails constant communication with our sellers from planning and implementing the marketing plan to tracking and monitoring the response. Our results are measured by increased sale returns from previous years, positive comments from the public and the many reference letters of satisfied repeat clients.

Our marketing plans are tailored to each auction event featuring items of interest with pertinent information to educate and inform a prospective purchaser of the terms and conditions of the sale. We work very closely with our seller's representative (project administrator) to obtain all approvals prior to any decisions or any marketing materials being printed, eliminating unplanned surprises and isolating concerns before they evolve into major problems.

**Proposed Sample Event Timeline Identifying Specific Tasks**

*CITY OF MIAMI ET AL*
*SAMPLE AUCTION*

| | *"Proposed Work Plan"* | Responsible Entity | Target Date |
|---|---|---|---|
| 1. | Execution and Receipt of Contract | CM | Day 1 |
| 2. | Timeline and Auction Update presented to CM | FAC | Day 2 |
| 3. | Planning meeting with CM / site inspection | FAC/CM | Day 3 |
| 4. | Finalization of inventory list with CM's asset numbers | CM | Day 3 |
| 5. | Key Personnel identification & Contact Sheet to CM | FAC | Day 4 |
| 6. | Supplemental direct mail data base of former bidders | CM | Day 10 |
| 7. | Send CM proposed marketing / advertising budget | FAC | Day 11 |
| 8. | Terms and Conditions of sale approved and posted on web site | CM | Day 12 |
| 9. | Newspaper ads, auction flyer / brochure copy and layout to CM for review and approval | FAC | Day 15 |
| 10. | Approved flyer / brochure copy/layout due | CM | Day 16 |
| 11. | Flyer / brochure to printer | FAC | Day 17 |
| 12. | Initial draft of auction sale catalog layout submitted to CM | FAC | Day 18 |
| 13. | First Ad Breaks | FAC | Day 20 |
| 14. | Auction flyer / brochure delivery | FAC | Day 21 |
| 15. | Auction flyer / brochure mailing to potential buyers to commence | FAC | Day 22 |
| 16. | Weekly media tracking reports to CM (through completion of pre-Auction Advertising / Marketing Campaign) | FAC | Day 23 |
| 17. | FAC auction day staffing personnel submitted to CM | FAC | Day 30 |
| 18. | Arranging, set-up and lotting of items at auction site | FAC/CM | Day 35 |
| 19. | Auction day catalog approved and printed | FAC | Day 38 |
| 20. | Portable rest rooms delivery coordinated, confirm refreshment stand vendor and police security | FAC/CM | Day 39 |
| 21. | Bidder Cards / Lot Tags delivered to CM | FAC | Day 39 |
| 22. | Bills of Sales / titles prepared for transference | CM | Day 40 |
| 23. | Public Inspection | FAC/CM | Day 42 |
| 24. | Auction Event | FAC | Day 42 |
| 25. | Audio tape of Auction Event due from | FAC | Day 42 |
| 26. | Post-sale check out and final collections received | FAC | Day 43 |
| 27. | Auction Sales Report due from | FAC | Day 44 |
| 28. | Final sales report submitted from (5 business days after event) | FAC | Day 48 |

CM - City of Miami
FAC - Fisher Auction Co., Inc.

**Project Management Plan**

The Fisher project management plan will provide comprehensive market exposure through a carefully directed print and electronic media campaign, telemarketing campaign and a controlled auction day sale and post-sale settlement / delivery system. Fisher will implement all applicable and appropriate City of Miami policies relating to the disposition of surplus assets. The plan represents three primary sections: Planning, Implementation and Settlement.

***Planning:***

Upon award and assignment of a specific sale, Fisher will assign responsibilities to each member of the contract team based upon their previous experience. A preliminary timeline will be developed and submitted to the City of Miami Project Administrator. A pre-event planning meeting will be scheduled with Fisher and the City of Miami and any participating Southeast Florida Cooperative Purchasing Group members to discuss sales objectives, timeline, terms and conditions, values and methodology procedures to be utilized.

A site inspection will be performed for a general outlay of the auction day processes and photography of featured items will be taken for possible use in the advance notice direct mail postcard.

Day of sale staffing needs / functions will be addressed at the pre-event planning meeting and confirmed at the site inspection.

After finalization of the assets to be auctioned is received (**e-mail is preferred method**), a postcard will be designed with varying sizes of print and electronic newspaper ads, and submitted to the City of Miami for approval, along with a proposed marketing budget for selected industry trade journals, if needed, newspapers proposed and frequency of insertions. The direct mail database of Fisher and the City of Miami will be used to disseminate the City of Miami's and Fisher's approved postcard. All approved advertising materials will direct inquiries to our 800 number and web site address for further information. The postcard will emphasize the day, date and time of the auction, two hour inspection period, directions, terms of payment / settlement, items being sold "as is" at public auction and a predetermined rain date, if necessary, with a partial list of items to be sold and the City of Miami's name and logo prominently placed.

Fisher's project manager will identify and verify with the City of Miami's Project Administrator all items, which have need of a title so any titles not in the City of Miami's possession can be requested and obtained.

Fisher's project manager will carefully adhere to the approved timeline and notify the City of Miami's Project Administrator of any delays and reason for a delay, if needed.

***Implementation***

Fisher will place all approved advertising and distribute copies to the City of Miami Project Administrator as they become available. The final approved marketing budget will detail the dates each ad will appear and the corresponding size of the ad in the respective papers, journals etc.

All approved surplus items will be organized, arranged, lotted and tagged with an auction lot number (corresponding to the City of Miami's asset number), brief description e.g. year, make, V.I.N. etc.. Each lot will be entered into our computer for printing auction day catalogs for eligible registered bidders posting the required $100.00 refundable bid deposit and tracking of each item as it is sold, for how much and to which bidder.

Fisher will arrange for a refreshment stand vendor to be present during inspection and auction day, if requested by the City of Miami Project Administrator. Fisher will assist with the inspection, registration, bid recording, conduct of the auction including auctioneers and bid assistants, invoicing, computer data reporting and supervision for removal by successful bidders. Fisher will provide the City of Miami Project Administrator with a computerized final tabulation on auction day, list of registered bidders and deposits received and remaining amounts owing. Fisher will provide a notary / sales clerk as part of our staff on auction day to assist the City of Miami with bills of sales and title transference. All dealers must provide proof of sales tax exemption or the appropriate sales tax will be collected and submitted accordingly. An audio tape of the opening remarks, reading of the terms and conditions and the actual auction will be provided as part of our final reporting requirements due after the auction sale. Fisher will ensure good customer relations and handle all customer service issues subject to approval of the City of Miami Project Administrator on items for which City of Miami authority is needed.

Fisher Auction Co., Inc. has a "state of the art" computer auction software program. We use CUS 13.01 Auction Software because of its unique ability to provide reports detailing each lot offered and sold, for what price, and to which bidder it was sold. Customer information includes name, address, telephone number and driver's license number, and tax resale number if applicable. We use this software to identify individual consignors (i.e.: each department / participating cooperative agency is assigned their own consignor number so we may track what was sold and for how much by consignor). Information is able to import / export to spreadsheet format. Buyer Invoices in triple format are immediately available for cashiering / collections.

Final Reports include; Consignor Report, Lot Number Report, Invoice Number Report, Buyer's Name Report, Tax Breakdown Report. All reports will be archived for five years.

We currently use for City / Municipal Auctions IBM Thinkpad laptop computers (networked) with an Epson dot matrix printer. We use a Battery Back-up and have a generator for awkward exterior auction set-ups where connectivity to power is difficult.

***Settlement***

Fisher will provide day of sale the necessary receipts for bidders on items purchased to ensure full collection before removal. Additionally, Fisher will assist on day of sale the City of Miami and successful bidders with the removal process and report any problems or issues directly to the City of Miami Project Administrator e.g. items left by a successful bidder, discrepancy, items missing, etc. Within the 5 business day period following the auction, Fisher will prepare a final report with copies of ads / flyers / postcard for the approved advertising, list of all registered bidders by name, address, telephone number, business, resale tax number, if applicable; full computer print-out of each item sold for each consignor (cross referenced by City of Miami asset number and any participating cooperative agency).

In each phase of the pre-sale, auction day and post-sale period, Fisher will constantly keep the City of Miami Project Administrator abreast of all steps taken, issues to be addressed etc.

**Fisher Day of Auction Core Staff**

| | |
|---|---|
| Lamar P. Fisher, Sr. | Lead Auctioneer / Project Director |
| Francis Santos | Bid Assistant / Project Manager |
| Midge Navarro (Notary) | Data Entry Clerk / Bidder Registration |
| Barbara Fisher, if requested | Certified Personal Property Appraiser |

**Samples of Documents Used at Auctions**

Please find attached immediately following this page a random sample of documents to be used during auctions including but not limited to: bidder's registration and bidder's card, sample auction day sale catalog for registered bidders, sample bid recording sheet, sample computer printout for buyer(s), sample computer finalization print-out for seller.

# SAMPLE FORMS

- Invoice for dealer (no sales tax)
- Invoice for non-dealer (sales tax charged)
- Seller Consignment Report
- Registered Bidder Report
- Auction Day Catalog

Fisher Auction Co., Inc.
351 S. Cypress Rd., Suite 210
Pompano Beach, FL 33060
(954) 942-0917

Page : 1
Date :04/02/2011

Buyer Number: 223
P J Auto Wholesale Inc
Joaquin Gonzales
170 N E 29 Street
Miami, FL 33137
Phone (305) 573-2736

Duplicate Inv# 100026
Tax Status 1 Resale

Resale # 238012635081
Driver's Lic#
Fax Phone ( ) -

Purchased at Auction of: City of Miami, FL Surplus

| Lot | Description | Tax | Quantity | Unit Price | Extension | Grp |
|---|---|---|---|---|---|---|
| 26 | 23438 - 2003 Ford Crown Victoria Vin# 2FAFP71W43X179091 Odometer 81028 Out of svc. 11/15/2010 | Y | 1 | 1,750.00 | 1,750.00 | |
| 36 | 28140 - 2008 Ford Crown Victoria Vin# 2FAFP71V48X122517 Odometer 35517 Out of svc. 12/10/2010 | Y | 1 | 1,600.00 | 1,600.00 | |
| 41 | 25143 - 2005 Ford Crown Victoria Vin# 2FAFP71W25X101167 Odometer 77379 Out of svc. 11/02/2010 | Y | 1 | 1,200.00 | 1,200.00 | |
| 42 | 29201 - 2009 Ford Crown Victoria Vin# 2FAHP71V89X121414 Odometer 1305 Out of svc. 11/02/2010 | Y | 1 | 3,100.00 | 3,100.00 | |

All Purchases Must be Removed No Later than 04/04/2011

| | | | | |
|---|---|---|---|---|
| Purchases | 4 lots 4 items | Purchases | $ | 7,650.00 |
| | | Buyer Premium | $ | 535.50 |
| Sales Tax Collected & Remitted by Fisher Auction Co., Inc. #16-8012185235-4;Lic.AB106 | | Balance Due | $ | 8,185.50 |

Thank you for attending our sale!

**Fisher Auction Co., Inc.**
**351 S. Cypress Rd., Suite 210**
**Pompano Beach, FL 33060**
**(954) 942-0917**

Page : 1
Date :04/02/2011

Buyer Number: 218
Mardell Washington
2000 Nw 111Th St
Miami, FL 33167

Phone (305) 300-2796

Duplicate Inv# 100013
Tax Status 1 Taxable

Driver's Lic# W25254061045
Fax Phone ( ) -

Purchased at Auction of: City of Miami, FL Surplus

| Lot | Description | Tax | Quantity | Unit Price | ExtensionGrp |
|---|---|---|---|---|---|
| 39 | 21274 - 2001 Dodge Durango Vin# 1B4HR28NX1F592796 Odometer 79274 | Y | 1 | 3,500.00 | 3,500.00 |
| 44 | LM50 - 1999 Sarlo L6211/C Vin# 207973 | Y | 1 | 5.00 | 5.00 |

All Purchases Must be Removed No Later than 04/04/2011

| | | | | | |
|---|---|---|---|---|---|
| Purchases | 2 lots 2 items | Purchases | | $ | 3,505.00 |
| | | Buyer Premium | | $ | 245.35 |
| Sales Tax Collected & Remitted by Fisher Auction Co., Inc. #16-8012185235-4;Lic.AB106 | | Sales Tax 1 | 3,750.35@ 7.000% | | 262.52 |
| | | Balance Due | | $ | 4,012.87 |

Thank you for attending our sale!

Fisher Auction Co., Inc.
351 S. Cypress Rd., Suite 210
Pompano Beach, FL 33060
(954) 942-0917



Seller Number: 1
City of Miami

Statement Date: 04/04/2011

Phone -

Fax -

Final Statement
Sold at Auction of : City of Miami, FL Surplus

| Item / EQ # | Lot | Buyer | Description | Quantity | Price | Extension |
|---|---|---|---|---|---|---|
| M770 | 1 | 244 | M770 - 1983 Case W18.B Vin# 9152120 Hours 765 | 1 | 3,700.00 | 3,700.00 |
| 240002 | 2 | 244 | 240002 - 1988 John Deere 410C Vin #T0410CA753586 - Hours 9395 | 1 | 4,200.00 | 4,200.00 |
| M733 | 3 | 244 | M733 - TCI 747 Grader | 1 | 1,750.00 | 1,750.00 |
| M768 | 4 | 210 | M768 - 1983 Galion S4-6A-WD Vin# 60536 Hours 3140 | 1 | 1,250.00 | 1,250.00 |
| 24007 | 5 | 236 | 24007 - 1989 Bobcat 753 Vin #512713907 - Hours 6747 | 1 | 3,500.00 | 3,500.00 |
| 24008 | 6 | 210 | 24008 - 1989 Bobcat 753 Vin #512717399 - Hours 793 | 1 | 3,000.00 | 3,000.00 |
| 190013 | 7 | 210 | 190013 - 1994 Ford F800 Vin# 1FDXF80C2SVA02081 Odometer 65183 | 1 | 2,000.00 | 2,000.00 |
| 190008 | 8 | 235 | 190008 - 1991 Ford F800 Vin# IFDXK84P3MVA07690 Odometer 52807 Title Pending | 1 | 1,250.00 | 1,250.00 |
| 23340 | 9 | 238 | 23340 - 2003 Ford Crown Victoria Vin# 2FAFP71W63X178993 Odometer 118759 | 1 | 2,300.00 | 2,300.00 |
| 23435 | 10 | 238 | 23435 - 2003 Ford Crown Victoria Vin# 2FAFP71W43X179088 Odometer 117915 Transmission Slipping Dead | 1 | 1,900.00 | 1,900.00 |
| 23348 | 11 | 238 | 23348 - 2003 Ford Crown Victoria Vin# 2FAFP71WX3X179001 Odometer 82216 | 1 | 2,400.00 | 2,400.00 |
| 28150 | 12 | 239 | 28150 - 2008 Ford Crown Victoria Vin# 2FAFP71V78X122527 Odometer 45905 Out of svc. 02/17/2011 | 1 | 2,700.00 | 2,700.00 |
| 99336 | 13 | 213 | 99336 - 1999 Ford Taurus Vin# 1FAFP52U0XA311506 Odometer 38447 Out of svc. 01/28/2011 | 1 | 100.00 | 100.00 |
| 23359 | 14 | 221 | 23359 - 2003 Ford Crown Victoria Vin# 2FAFP71W43X179012 Odometer 117722 | 1 | 2,300.00 | 2,300.00 |
| 20039 | 15 | 239 | 20039 - 2000 Dodge Ram Van 3500 Vin# 2B7KB31Y5YK167571 Odometer 27507 | 1 | 900.00 | 900.00 |
| 23395 | 16 | 238 | 23395 - 2003 Ford Crown Victoria Vin# 2FAFP71W33X179048 | 1 | 2,200.00 | 2,200.00 |

*** C O N T I N U E D  O N  N E X T  P A G E ***

Fisher Auction Co., Inc.
351 S. Cypress Rd., Suite 210
Pompano Beach, FL 33060
(954) 942-0917

Seller Number: 1
City of Miami

Statement Date: 04/04/2011

Phone -

Fax -

Final Statement
Sold at Auction of : City of Miami, FL Surplus

**Summary of Sales Activity at City of Miami, FL Surplus**
Commissions are Calculated on a Percent of the Sale Price of EACH LOT.

| Statement Totals | | |
|---|---|---|
| 85 Lots Sold. | | |
| Total Sales | $ | 85,505.00 |
| Less: Commissions | $ | 0.00 |
| Total Amount Due | $ | 85,505.00 |

City of Miami Surplus Auction
April 2, 2011
Registered Bidder Report

| Bidder No. | Name<br>Company | Address 1<br>Address 2 | City<br>St., Zip | Phone<br>Fax |
|---|---|---|---|---|
| 201 | Alex Benenson | 19001 Ne 44Th Ave #308 | Miami<br>FL, 33179 | (786) 317-3312<br>- |
| 202 | William Garcia<br>G Auto Sales | 2534 Sw 113th Pl | Miami<br>FL, 33165 | (786) 439-4397<br>( ) - |
| 203 | Manolo Trucks | 3600 Nw 36Th St Ste A | Miami<br>FL, 33142 | (305) 635-6333<br>( ) - |
| 204 | Orelvis Perez | 2990 Nw 32Nd St Apt F | Miami<br>FL, 33142 | (786) 443-9419<br>( ) - |
| 205 | Osbrey Rodriguez | 8817 Nw 111Th Terr | Hialeah<br>FL, 33018 | (305) 746-8299<br>( ) - |
| 206 | Diosdado Mendez | 3159 Nw 106Th St | Miami<br>FL, 33147 | (305) 693-6215<br>( ) - |
| 207 | Pablo Gonzalez Jr | 18299 Sw 138Th Ct | Miami<br>FL, 33177 | (305) 343-4525<br>( ) - |
| 208 | Daniel Gaffney<br>High Performance Motors Inc | 12904 Marsteller Drive | Nokesville<br>VA, 20181 | (703) 594-3900<br>( ) - |
| 209 | Troy Leonard Thomas | 1905 9Th Sw | Bradenton<br>FL, 34205 | (941) 238-7844<br>( ) - |
| 210 | Mohamed Gajras<br>Pro Haulers Inc | 15751 Sheridan St #173 | Fort Lauderdale<br>FL, 33331 | (954) 214-0404<br>( ) - |
| 211 | Sohak Anwar<br>Computer Auto Sales | 3777 N.W. 36 St. | Miami<br>FL, 33142 | (305) 807-5617<br>( ) - |
| 212 | Sohak Anwar<br>Computer Auto Sales | 3777 N.W. 36 St. | Miami<br>FL, 33142 | (305) 807-5617<br>( ) - |
| 213 | Steven Sailer<br>Best Used Auto Parts | 7225 N.W. 84 Ave | Medley<br>FL, 33166 | (954) 347-1281<br>( ) - |
| 215 | Jose Rodriguez | 1567 71 Street | Miami Beach<br>FL, 33141 | (786) 908-3233<br>( ) - |

# ABSOLUTE AUCTION

# The City Of Miami

*SATURDAY • APRIL 2, 2011 • 10:00 A.M.*

## BIDDER'S CATALOG

FISHER
AUCTION COMPANY

351 S. Cypress Rd., Ste. 210, Pompano Beach, Florida 33060-7159
954.942.0917 • 954.782.8143 Fax • www.fisherauction.com / info@fisherauction.com

# TERMS OF AUCTION

| City of Miami<br>Solid Waste Department<br>1290 N.W. 20th Street<br>Miami, Florida 33142 | Saturday<br>April 2, 2011<br>10:00 A.M. |
|---|---|

**Surplus Vehicles, Trucks, Equipment**

1. **REGISTRATION:** To be eligible to bid on any item in this Auction, you first must register and receive an assigned number. To qualify for registration, you must provide a $100 refundable cash deposit and have a valid driver's license providing full name and current address. **When bidding on any item in this Auction, you must show your assigned Bidder Card to the Auctioneer. Once you turn in your Bidder's Card, you WILL NOT be able to participate in the Auction.**
2. **MERCHANDISE:** All merchandise to be sold to the highest bidder(s) for cash at the fall of the hammer. All such sales are final! Each lot will be sold in "AS IS" condition. Inspection as to condition of all merchandise sold is to be the sole responsibility of the buyer. FISHER AUCTION CO., INC., nor the Seller, will not be responsible for the correct description, mileage, genuineness, authenticity, or defect in any lot, and makes no warranty in connection therewith. No sale will be set aside or allowance made on account of any imperfection not noted, and there will be no deductions for damaged articles.
3. **BUYER'S PREMIUM:** There will be a 7% Buyer's Premium added to the final bid/ knockdown price.

EXAMPLE

| Bid/Knockdown Price | + | Buyer's Premium | = | Total Price |
|---|---|---|---|---|
| $100.00 | + | $7.00 | = | $107.00 |
| $1,000.00 | + | $70.00 | = | $1,070.00 |

4. **TAXES:** Sales tax (7%) will be charged in accordance with state laws. Dealers must provide current Certificate of Resale and Dealer in Motor Vehicle License.
5. **DEPOSITS:** A twenty-five percent (25%) deposit must be paid on all vehicles purchased before leaving the Auction. **Deposit minimums are established at the Auctioneer's discretion. If the Auctioneer deems necessary, deposits may be called for at any time any item is sold.** All deposits to be made in cash or cashier's check made payable to **FISHER AUCTION CO., INC.**
6. **SETTLEMENT: All personal property must be removed and paid for in full Auction day.** Final payment(s) on vehicles and trucks must be made in full by 12:00 Noon, Monday, April 4, 2011 and prior to removal. All payments to be made in cash or by cashier's check made payable to **FISHER AUCTION CO., INC.**
7. **TITLES:** Upon final payment and with paid receipt, vehicle titles will be made available to the name in which the Bidder has provided at registration. There will be no exceptions or changing of invoices. **Non-Dealers will be required to register the vehicles they purchased today and pay applicable fees of State Fee $73.50, County Fee $4.75 and Agency Fee $18.00 totaling $96.25.**
8. **INTERNAL REVENUE SERVICE:** Any individual who makes a payment in cash in an amount of $10,000.00 or more will be required to provide information requested and sign IRS Form 8300.
9. **REMOVAL / INJURY / DAMAGE:** No Auction lots can be removed until paid in full and the Auction has concluded. Purchases cannot be removed without paid receipts. Buyer acknowledges responsibility for any personal injury or property damage caused by Attendee or his/her employees or agents, and further agrees to release, waive, discharge, indemnify and hold harmless the Seller and Fisher Auction Co., Inc., and their officers, employees and agents, and successors and assigns, from any and all damages, claims and liabilities from injuries to persons or property of any type whatsoever resulting from the attendance and/or post Auction removal of items for this Auction. Vehicles must be removed from premises by no later than 12:00 Noon, Monday, April 4, 2011. Cost to remove vehicles is the sole responsibility of the buyer. Removal must be completed without damage to the building / property. Failure to remove vehicles within the time specified will result in a forfeiture of all deposits. Such forfeiture(s) shall constitute a breach of contract, and all buyers shall remain liable and at risk for any loss, expense, and damages arising from said default(s) if it necessitates reselling the vehicles to another buyer(s).
10. **COMPLIANCE:** All persons acknowledge the preliminary reading of these terms and conditions precedent to the commencement of this Auction and agree to comply with same. No employee of FISHER AUCTION CO., INC. is authorized to alter these terms and conditions.
11. **ANNOUNCEMENTS:** All announcements made Auction Day take precedence over any previous material or statements written or oral. All information was derived from sources believed to be correct but not guaranteed.
12. **EXCEPTIONS:** There shall be no exceptions to any part of this agreement.

Bidder No.:_____ Signature:_____ Date:4/2/11

*Sale Under Management Of:*
Fisher Auction Co., Inc.
351 S. Cypress Rd., Suite 210 • Pompano Beach, FL 33060-7159
(954) 942-0917 • (800) 331-6620 • www.fisherauction.com • info@fisherauction.com

**Fisher Auction Co., Inc.**

**Catalog For : City of Miami, FL Surplus**

This catalog is meant merely as a guide. The Auctioneers do not warrant the accuracy, genuineness, authenticity, description, weight, count or measure of any of the lots specified herein.

| Lot | | Qty | Description |
|---|---|---|---|
| 1 | _____ | 1 | M770 - 1983 Case W18.B Vin# 9152120 Hours 765 |
| 2 | _____ | 1 | 240002 - 1986 John Deere 410C Vin #T0410CA753586 - Hours 9395 |
| 3 | _____ | 1 | M733 - TCI 747 Grader |
| 4 | _____ | 1 | M768 - 1983 Galion S4-6A-WD Vin# 60536 Hours 3140 |
| 5 | _____ | 1 | 24007 - 1989 Bobcat 753 Vin #512713907 - Hours 6747 |
| 6 | _____ | 1 | 24008 - 1989 Bobcat 753 Vin #512717399 - Hours 793 |
| 7 | _____ | 1 | 190013 - 1994 Ford F800 Vin# 1FDXF80C2SVA02081 Odometer 65183 |
| 8 | _____ | 1 | 190008 - 1991 Ford F800 Vin# 1FDXK84P3MVA07690 Odometer 52807 Title Pending |
| 9 | _____ | 1 | 23340 - 2003 Ford Crown Victoria Vin# 2FAFP71W63X178993 Odometer 118759 |
| 10 | _____ | 1 | 23435 - 2003 Ford Crown Victoria Vin# 2FAFP71W43X179088 Odometer 117915 Transmission Slipping Dead Line |
| 11 | _____ | 1 | 23348 - 2003 Ford Crown Victoria Vin# 2FAFP71WX3X179001 Odometer 82216 |
| 12 | _____ | 1 | 28150 - 2008 Ford Crown Victoria Vin# 2FAFP71V78X122527 Odometer 45905 Out of svc. 02/17/2011 |
| 13 | _____ | 1 | 99336 - 1999 Ford Taurus Vin# 1FAFP52U0XA311506 Odometer 38447 Out of svc. 01/28/2011 |
| 14 | _____ | 1 | 23359 - 2003 Ford Crown Victoria Vin# 2FAFP71W43X179012 Odometer 117722 |
| 15 | _____ | 1 | 20039 - 2000 Dodge Ram Van 3500 Vin# 2B7KB31Y5YK167571 Odometer 27507 |
| 16 | _____ | 1 | 23395 - 2003 Ford Crown Victoria Vin# 2FAFP71W33X179048 Odometer 75748 |
| 17 | _____ | 1 | 23376 - 2003 Ford Crown Victoria Vin# 2FAFP71WX3X179029 Odometer 115915 Internial Engine Noise Dead Line |
| 18 | _____ | 1 | 23303 - 2003 Ford Crown Victoria Vin# 2FAFP71W13X181395 Odometer 65351 Transmission Only Works in Reverse. |
| 19 | _____ | 1 | 23387 - 2003 Ford Crown Victoria Vin# 2FAFP71W93X179040 Odometer 83602 Knocking Noise Comming From Engine. |
| 20 | _____ | 1 | 23317 - 2003 Ford Crown Victoria Vin# 2FAFP71W53X178970 Odometer 71487 Rattling Noise From Engine |
| 21 | _____ | 1 | 23425 - 2003 Ford Crown Victoria Vin# 2FAFP71W13X179078 Odometer 95295 |
| 22 | _____ | 1 | 23400 - 2003 Ford Crown Victoria Vin# 2FAFP71W73X179053 Odometer 138846 Transmission Slipping Dead Line |
| 23 | _____ | 1 | 23360 - 2003 Ford Crown Victoria Vin# 2FAFP71W63X179013 Odometer 111649 |

## III. METHODOLOGY AND OVERALL APPROACH TO SCOPE OF WORK

Proposer shall explain the Scope of Work as understood by the proposer and detail the approach to preparing for and providing for a live onsite auction, in accordance with the Scope of Work.

Additionally, proposer shall explain the Scope of Work as understood by the proposer and detail the approach to preparing for and providing for an Internet auction.

### Introduction

The auction-marketing plan will be conducted in such a manner as to enhance the public's perception of the City of Miami as an efficient liquidator of surplus assets at market value. Fisher Auction Co., Inc. ("Fisher") will endeavor to provide maximum exposure of the auction sale to auto / equipment dealers, the public, former clients of the City of Miami and Fisher's database of clients from past sales for similar items and assets. The Project Manager will monitor each aspect of the marketing plan daily. Onsite visits, electronic messaging, telephone calls and strict adherence to the critical path / timeline will be tools to ensure quality control of the marketing plan and overall management of the sales process.

### Methodology / Rationale for Proposed Approach

Fisher's experience with similar engagements will provide the City of Miami the necessary blueprint for planning and conducting successful auction sales while maintaining and establishing good customer relations.

A major element of our proven sales program entails constant communication with our sellers from planning and implementing the marketing plan to tracking and monitoring the response. Our results are measured by increased sale returns from previous years, positive comments from the public and the many reference letters of satisfied repeat clients.

Our marketing plans are tailored to each auction event featuring items of interest with pertinent information to educate and inform a prospective purchaser of the terms and conditions of the sale. We work very closely with our seller's representative (project administrator) to obtain all approvals prior to any decisions or any marketing materials being printed, eliminating unplanned surprises and isolating concerns before they evolve into major problems.

# IV. Price/Compensation Proposal

## IV. PRICE/COMPENSATION PROPOSAL

Each Proposer shall use the "Price/Compensation Proposal" document to submit its' price proposal. Said document is located in the Header/Notes and Attachments section of this RFP, in the Oracle Sourcing system. Proposer shall, as its sole compensation for services provided, receive commission based on a fixed percentage of gross sales proceeds generated from the auction (not to include sales tax) or a fixed percentage buyer's premium. *Proposers are not allowed to propose a combination of commission and buyers premium*. Successful Proposer(s) shall submit an invoice to the City based on their percentage commission charge or deduct the buyer's premium from the gross sales proceeds.

INSTRUCTIONS:
Proposer shall use this document to submit its' price/compensation proposal for **Group 1, Group 2 OR BOTH**. Proposer shall, as its sole compensation for services provided, receive commission based on a fixed percentage of gross sales proceeds generated from the auction (not to include sales tax) or a fixed percentage buyer's premium. *Proposers are not allowed to propose a combination of commission and buyers premium*. Successful Proposer(s) shall submit an invoice to the City based on their percentage commission charge or deduct the buyer's premium from the gross sales proceeds.

***Failure to submit price/compensation proposal as required and at time of proposal submittal shall disqualify Proposer from consideration.***

**GROUP 1: ON-SITE AUCTION SERVICES**

Line: **1.1**

Description: Commission Charge for Gross Sales: _____%

*OR*

Line: **1.2**

Description: Buyer's Premium for Gross Sales: 7 %

**GROUP 2: INTERNET AUCTION SERVICES**

Line: **2.1**

Description: Commission Charge for Gross Sales: _____%

*OR*

Line: **2.2**

Description: Buyer's Premium for Gross Sales: 7 %

Lamar P. Fisher
Print Name

Signature

President / CEO
Title

5/20/11
Date

# V. Availability

**V. Availability** - Indicate current and anticipated workloads and availability. 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.

Fisher Auction Co., Inc. is presently under annual contracts for similar engagements with the following local Agency:

| Agency | Projected 2011 Date |
|---|---|
| State of Florida | August |

## VI. Other

## VI. Other

Provide a summary of any litigation filed against the proposer in the past three (3) 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.

None

**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. Submit occupational license/business tax receipt from Entity where business is located.

# State of Florida

## Department of State

I certify from the records of this office that FISHER AUCTION CO., INC. is a corporation organized under the laws of the State of Florida, filed on September 26, 1983.

The document number of this corporation is G61026.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on February 1, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Second day of February, 2011*

**Secretary of State**

Authentication ID: **700193054437-020211-G61026**

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
**https://efile.sunbiz.org/certauthver.html**

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2011

DBA:
Business Name: FISHER AUCTION CO INC

Receipt #: 379-14471
Business Type: ALL OTHERS (AUCTION HOUSE)

Owner Name: LAMAR P FISHER/PRES CEO
Business Location: 351 S CYPRESS RD STE 210
POMPANO BEACH
Business Phone: 954-942-0917

Business Opened: 10/09/1984
State/County/Cert/Reg:
Exemption Code: NONEXEMPT

Rooms Seats Employees Machines Professionals

| | For Vending Business Only | | | | | |
|---|---|---|---|---|---|---|
| | Number of Machines: | | | Vending Type: | | |
| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
| 45.00 | 4.50 | 0.00 | 0.00 | 0.00 | 0.00 | 49.50 |

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

FISHER AUCTION CO INC
351 S CYPRESS RD STE 210
POMPANO BEACH, FL 33060

Receipt #035-10-00000736
Paid 03/04/2011 4.50

**2010 - 2011**


# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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Rooms Seats Employees Machines Professionals


Signature

| | For Vending Business Only | | | | | |
|---|---|---|---|---|---|---|
| | Number of Machines: | | | Vending Type: | | |
| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
| 45.00 | 4.50 | 0.00 | 0.00 | 0.00 | 0.00 | 49.50 |


Receipt #035-10-00000736
Paid 03/04/2011 4.50

# City of Pompano Beach
# Business Tax Receipt

2010-2011

REGISTRATION NO.
11 -00067321

NEW X RENEWAL

DATE ISSUED 3/23/11

OWNER
FISHER AUCTION CO INC

ACCOUNT NO.
4442962

BUSINESS NAME
FISHER AUCTION COMPANY
LOCATION
351 S CYPRESS RD 210

CLASSIFICATION
OFFICE-AUCTIONEER

FISHER AUCTION COMPANY
LAMAR FISHER
351 S CYPRESS RD 210
POMPANO BEACH FL 33060

| | |
|---|---|
| REGISTRATION FEE | 115.76 |
| DELINQUENT CHG. | .00 |
| TRANSFER FEE | .00 |
| TOTAL AMOUNT PAID | 115.76 |

EFFECTIVE DATE OCTOBER 1 10 EXPIRATION DATE SEPTEMBER 30 11

BUSINESSES MUST CONSPICUOUSLY DISPLAY THIS BUSINESS TAX RECEIPT TO PUBLIC VIEW AT BUSINESS LOCATION

CONTRACTORS MUST MAINTAIN ON FILE CURRENT LICENSING AND INSURANCE

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS.

AC# 4609522

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA BOARD OF AUCTIONEERS

SEQ# L09092204095

| DATE | BATCH NUMBER | LICENSE NBR |
|---|---|---|
| 09/22/2009 | 090154508 | AB106 |

The AUCTION BUSINESS
Named below IS LICENSED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2011

FISHER AUCTION COMPANY
LAMAR P. FISHER
619 EAST ATLANTIC BLVD
POMPANO BEACH FL 33060-6343

CHARLIE CRIST
GOVERNOR

CHARLES W. DRAGO
SECRETARY

DISPLAY AS REQUIRED BY LAW

AC# 4598881

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA BOARD OF AUCTIONEERS

SEQ# L09091703032

| DATE | BATCH NUMBER | LICENSE NBR |
|---|---|---|
| 09/17/2009 | 098044683 | AU93 |

The AUCTIONEER
Named below IS LICENSED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2011

FISHER, LAMAR PAUL
290 SE 5TH TERRACE
POMPANO BEACH FL 33060

CHARLIE CRIST
GOVERNOR

CHARLES W. DRAGO
SECRETARY

DISPLAY AS REQUIRED BY LAW

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/16/2011

PRODUCER (954) 942-4400
Southgate Ins Agy of Pomp Bch Inc
639 North Federal Highway
P O Box 728
Pompano Beach FL 33062-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Fisher Auction Company Inc
351 S. Cypress Road, S# 210
POMPANO BEACH FL 33060-7159

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Burlington Insurance Co | |
| INSURER B: Employers Insurance Co. | |
| INSURER C: Underwriters @ Lloyds | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | GENERAL LIABILITY | 535B012592R2 | 03/01/2011 | 03/01/2012 | EACH OCCURRENCE | $ 1,000,000 |
| | | X COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | CLAIMS MADE / OCCUR | | / / | / / | MED EXP (Any one person) | $ 5,000 |
| | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | X Products Incld in GA | | / / | / / | GENERAL AGGREGATE | $ 2,000,000 |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS - COMP/OP AGG | $ |
| | | X POLICY / PRO-JECT / LOC | | / / | / / | | |
| | | AUTOMOBILE LIABILITY | | / / | / / | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | ANY AUTO | | | | | |
| | | ALL OWNED AUTOS | | / / | / / | BODILY INJURY (Per person) | $ |
| | | SCHEDULED AUTOS | | | | | |
| | | HIRED AUTOS | | / / | / / | BODILY INJURY (Per accident) | $ |
| | | NON-OWNED AUTOS | | | | | |
| | | | | / / | / / | PROPERTY DAMAGE (Per accident) | $ |
| | | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | $ |
| | | ANY AUTO | | / / | / / | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | | | AGG | $ |
| | | EXCESS/UMBRELLA LIABILITY | | / / | / / | EACH OCCURRENCE | $ |
| | | OCCUR / CLAIMS MADE | | | | AGGREGATE | $ |
| | | | | | | | $ |
| | | DEDUCTIBLE | | / / | / / | | $ |
| | | RETENTION $ | | | | | $ |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WCV7044546 | 05/19/2011 | 05/19/2012 | X WC STATU-TORY LIMITS / OTH-ER | |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | / / | / / | E.L. EACH ACCIDENT | $ 500,000 |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE | $ 500,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |
| | | OTHER | | / / | / / | | |
| C | | Professional Liab | MPL112455810 | 12/05/2010 | 12/05/2011 | Each Claim Limit: | 1,000,000 |
| | | | | / / | / / | Policy Aggregate: | 1,000,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Scope of Work: Auctioneer
Description: Auctioneed Service
The City of Miami is also known as Additional Insured with respect to the General Liability coverage.

CERTIFICATE HOLDER

( ) - ( ) -

City of Miami
c/o Capital Improvement Dept.
444 SW 2nd Ave, 8th Floor
Miami FL 33130-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

# VII. Additional Information

## VII. Additional Data

Any additional information which the proposer considers pertinent for consideration should be included in a separate section of the proposal. The City solicits a statement about why the proposer feels its approach or equipment would be the most cost effective to the City.

Fisher Auction Co., Inc. specializes in the sale of Auctions for Local, State and Federal Governmental Agencies e.g. City / Municipalities, State of Florida, Federal Deposit Insurance Corporation, Small Business Administration, U.S. Bankruptcy Courts, etc..

Additionally, seventy-five percent (75%) of our core business is repeat business with the many satisfied clients utilizing our services.

Fisher Auction Co., Inc. is a nationally recognized, experienced and respected Auction marketing firm and are confident in our abilities to provide the services necessary for this important sales initiative contract. We have had the privilege of serving the City of Miami for the past 12± years.

Fisher Auction Co., Inc. was selected to market via the auction process the "Miami Arena" on behalf of The City of Miami and sold the property at auction for over $3,000,000.00 of the reserve price. (See attached reference letter and article).

# City of Miami, Florida

MANUEL A. DIAZ
MAYOR

3500 PAN AMERICAN DRIVE
MIAMI, FLORIDA 33133
(305) 250-5300
FAX (305) 854-4001

February 18, 2005

Louis B. Fisher, III
Chief Executive Officer
Fisher Auction Co., Inc.
2745 East Atlantic Boulevard, Suite 200
Pompano Beach, Florida 33062-4945

Dear Louis,

I wanted to express our gratitude and offer Congratulations to you and your firm for the successful Auction of the Miami Arena.

The presale marketing plan you implemented targeted prospective National and International buyer groups which resulted in a final sale price over $28,010,000.00 exceeding our minimum bid by $3,000,000.00 and the appraised value by $6,000,000.00.

Your efforts throughout and knowledge of marketing and selling major Commercial Properties was outstanding and certainly provided value added to the entire sales process and success of the event.

It was a pleasure to work with you and all of your professional team members with a challenging initiative and most rewarding experience.

Once again, Congratulations on a job well done!

Sincerely,

South Florida Sun-Sentinel

# $28 million buys aging Miami Arena

## Palm Beach County mogul shoots, scores at auction.

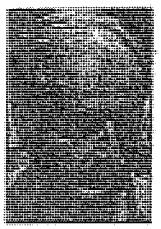
BY SARAH TALALAY
STAFF WRITER

MIAMI • Miami Arena, considered obsolete the moment it opened 16 years ago, may get new life as a for-profit venue for horse shows and minor league sports after a Palm Beach County entrepreneur won an auction Tuesday, agreeing to pay slightly more than $28 million for the pink downtown arena.

Palm Beach Polo owner Glenn Straub beat out Miami parking magnate Hank Sopher in the 21-minute auction on the arena floor before about 50 spectators. Straub agreed to pay $28.01 million for the 14,500-seat arena. In May, Sopher signed a contract to buy the venue for $25 million subject to the auction, and was expected to be the high bidder.

The sale, which must be approved by the Miami Sports and Exhibition Au-

ARENA CONTINUES ON 15A



**GLENN STRAUB**

**Assets:** Golf courses, real estate and other companies.

**Background:** Oil and manufacturing. Likes to buy "distressed businesses and try to turn them around."

FROM PAGE ONE

# Arena buyer was late surprise at auction

**ARENA**

CONTINUED FROM PAGE 1A

thority board, puts the 4.7-acre city property back on Miami-Dade County tax rolls and frees up millions of hotel bed tax dollars that now pay the building's debt and maintenance. A portion of the bed tax is set aside to help fund a proposed ballpark for the Florida Marlins next to the Orange Bowl. Other funds from the sale could help pay to renovate the Orange Bowl, city officials said. The board meets Friday.

The arena was built for the Miami Heat and was home to the Florida Panthers, until both moved to their own new larger arenas with revenue-generating suites.

Straub said he envisions as many as 105 events a year in the building, including conventions that need more space than a hotel can provide. He said the arena, which is being bought by one of his businesses, Broward Yachts Inc., would not compete with neighboring 19,600-seat AmericanAirlines Arena, which became the Heat's home in 2000.

"Tearing it down serves nobody's purpose," said Straub, 57, of Boca Raton. "We feel there's a niche between large arena conventions and boat shows and things of that nature. We wouldn't be trying to tackle that size of events. But we'd be doing things above weddings and bar mitzvahs, and things of that nature."

In a rapid-fire auction that pitted Straub against Sopher, the two men conferred with auctioneers from Pompano Beach-based Fisher Auction Co. who wore red roses in their lapels. The price began at $25.01 million and escalated in increments starting at $500,000 and eventually falling to $10,000. When the price rose to $28.01 million, Sopher motioned to Straub and rose to shake his hand.

Until Straub arrived to compete in the auction, it was expected that Sopher would be the high bidder. The arena property was to have been included in a $1.5 billion proposed residential and commercial development unveiled last month, but Sopher said losing the arena won't affect the project. Sopher said he could tell Straub was serious about bidding and he wasn't prepared to go that high.

"I didn't expect anyone to bid against me," Sopher said. If approved, the sale would close by Sept. 21.

The arena was built for $52 million to house the Heat. It became home to the Panthers in 1993, but soon both teams complained it did not have the revenue-generating suites of newer venues and set about building new arenas. The Panthers moved to Office Depot Center in Sunrise in 1998.

If the sale is approved, the $28 million and reserves will be used to pay off the remaining $32.8 million in construction debt, freeing up millions of hotel bed tax dollars that pay for the debt and the venue's operation.

Earlier this year, city and county officials included $23 million from the arena's sale toward a $367 million ballpark financing proposal for the Marlins. City, county and team officials are finalizing a financing plan and team officials say if they can break ground by spring, a stadium can open for the 2007 season.

"This is definitely something that was needed, and now that it's happening, it's a very good sign," Marlins President David Samson said.

City officials were thrilled with the auction.

From our perspective the property goes back on the tax rolls and the property doesn't drain $100 million over 15 years," Miami Mayor Manny Diaz said. "And we have all this excess cash now that can go toward building a baseball stadium and/or refurbishing the Orange Bowl. So that's the end game. We're almost there."

Straub said his assets include golf courses, real estate and other companies. His background is in oil and manufacturing. He said he likes to buy "distressed businesses and try to turn them around."

But Straub has run into impediments over the years, including a legal battle with the village of Wellington, which sued to prevent him from developing Big Blue Natural Preserve within the Palm Beach Polo Golf & Country Club because it was designated years ago as a cypress forest. There also was a lawsuit, claiming breach of contract, over his companies' $40 million purchase of Broward Yachts from Franklin A. Denison Sr. in 1998. In that case, Straub's companies filed counterclaims and were awarded compensation.

*Sarah Talalay can be reached at stalalay@sun-sentinel.com or 954-356-4173.*

**MIAMI ARENA**

The arena has been home to sports teams, concerts and special events in its 16-year history:
**Opened:** July 9, 1988
**Opening concert:** Julio Iglesias on July 13, 1988
**Miami Heat:** for 11 seasons, 1988-1999, including three consecutive Atlantic Division Titles (1996-97; 1997-98; and 1998-99)
**Florida Panthers:** for five seasons, 1993-1998, including the 1996 Eastern Conference Title and host to the 1996 Stanley Cup Finals
**Miami Hurricanes** men's basketball: for 15 seasons, 1988-2003
**Concerts:** Bruce Springsteen; U2; Ricky Martin; Gloria Estefan; Lenny Kravitz; Shakira; Bob Dylan; Aerosmith; Janet Jackson; Luciano Pavarotti; Frank Sinatra
**Events:** Billboard Latin Music Awards; Source Music Awards; Harlem Globetrotters; Disney on Ice
**Minor League Sports:** Miami Hooters (Arena Football League team); Miami Matadors and Miami Manatees (minor league hockey teams)

Tel: 800.331.6620
www.fisherauction.com
info@fisherauction.com

FISHER
AUCTION COMPANY

Tel: 800.331.6620
www.fisherauction.com
info@fisherauction.com

# Absolute Public Auction

## City of Miami

### Surplus Vehicles • Trucks

*plus much more...*

**SATURDAY • APRIL 2 • 10:00 A.M.**

LOCATION: City of Miami Solid Waste Facility
1290 NW 20th Street, Miami, Florida

DIRECTIONS: I-95, exit 836 West to NW 12 Avenue. Turn right to NW 20th Street. Turn left and proceed to entrance of facility.

**INSPECTION: 2 HOURS PRIOR TO AUCTION**

PARTIAL LISTING: Ford Crown Victorias(1-'09, 2-08, 2-'05, 19-'03) (1)'95 Chevy Cavalier, (1)'99 Ford Escort, Ford Taurus' (1-'07, 1-'05, 1-'99, 1-'98), '08 Chevy Impala, '94 Ford F800 Truck, '91 Ford F800 Truck, '01 Dodge Durango, (2)'00 Dodge Rams, Dodge Neons (1-'01,1-'02), 70 sets of new Crown Victoria rear seat cushions, video, audio & camera equipment, clothing, computers, plus much more!

TERMS: Cash or Certified Funds - $100 Refundable Cash Deposit will be required to Bid. All personal property must be paid for and removed auction day by 2:00 p.m. A 25% Cash Deposit will be required on all vehicles day of Auction. Balances must be paid prior to removal and no later than 12:00 noon Monday, April 4, 2010. All Items Sold in "As is Condition with all Faults" to the Highest Bidder(s) with a 7% Buyer's Premium. Non-Dealer purchases will require title transfer prior to release of vehicle. Tag/Title agency will be available Auction day. Subject to additions and deletions. All announcements made Auction day take precedence over any written materials. Subject to all terms of sale.

*Preliminary inventory available on website*

**www.fisherauction.com**
**954.942.0917**

FISHER
AUCTION COMPANY



"The Standard of Excellence"

# "EXHIBIT C"

# SCOPE OF SERVICES

**(Scope of Services to follow this cover page)**

## CONTRACTOR REQUIREMENTS

Contractor shall conduct said public auction of property in accordance with the following requirements:

- Sale will be open to the general public and there will be no fee to participate as a potential buyer.

- Auctions shall be advertised in a newspaper of general circulation in each Agencies local area at least once a minimum of ten (10) days prior to the auction date. Size and frequency to be determined prior to placement of ads. Cost for this advertising is assumed by the Contractor.

- The Contractor will list the Agencies auction dates on the Contractor's brochures which will be mailed to the Contractor's buyer's lists. The Contractor shall also advertise and promote the Agencies auctions by mailing flyers to the Agencies mailing list. In addition, the contractor shall be required to advertise the Agency's auction on the Contractor's internet website, a minimum of one (1) month prior to the auction date at the Contractor's expense.

- All bidders shall be required to register prior to the auction in order to receive a bidder's number. Bidders shall be allowed to sign up and view the items available a minimum of two (2) hours prior to the auction time. Terms of sale are cash, cashier's check, or approved business/personal check. Bidders shall utilize their driver's license for the required bidder information in order to receive a bidder card.

    - *Note: A reasonable refundable registration fee may be utilized to deter bidders from walking away from their purchases. Proposers shall indicate in their proposal submission the anticipated refundable registration fee, if any.*

- Contractor shall provide all necessary labor to register bidders.

- Sale of personal property may be made only to the highest responsible bidder.

- Unless otherwise directed by the Agency, unsold vehicles and equipment will be rescheduled and attempted to be sold at the next available auction.
- It is anticipated that the net proceeds due the Agency will be paid within ten (10) working days after the auction is completed.

## LABOR, EQUIPMENT, AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

**Contractor shall provide sufficient and complete staff of experienced, licensed auctioneers, registration and computer personnel to:**

- Enter bidder's data and auction sales as they occur
- Lot equipment
- Secure sale items during auction and throughout checkout process

**Contractor shall utilize a computer system to:**

- Promptly and accurately record the activities of the auction
- Software shall save each transaction as it is entered. 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

**Contractor shall provide computer generated reports which shall include the following:**

- Entry of each lot with lot number, description and Agency Account/Division Code(s), or separate account identifying each participating Agency

- Entry of each registered buyer with buyer number, name, address, telephone number and dealer/tax status

- Entry of each lot sold including lot number, buyer number and price

- Produce and print a buyer's invoice (Bill of Sale) including buyer's number, name, address, telephone number, lot numbers purchased with description and selling price. Tax due (**if applicable**) and invoice total

- List of buyers registered

- List of active buyers only

- Lots sold
- Lots sold by Agency category (i.e., surplus, confiscated)
- Lots sold by Agency
- Summary by Agency category
- Summary by Agency
- Overall summary, including sales tax by Agency
- Lots sold by Buyer

**Contractor shall keep a computer copy of all of the entries of the sale on secure electronic media for the term of the contract, and five (5) years after termination of contract.**

**Contractor shall provide / be responsible for:**

- Form for Registration of bidders with identification information
- Bidder Cards
- Bidders Contract form containing the terms and conditions of the sale with an assigned bidder number.
    - *Note:* All bidders shall sign this form. This form will be kept by the Agency. This form may be combined with the bidder registration form and shall have the assigned bidder number referenced.
- Public address system
- Recording (video or audio) of the entire auction
- Copies of the recording shall be turned over to the Agency at the end of the auction
- Computers, printers, extension cords and any other required equipment shall be provided by the contractor
- Assigning a "Lot" number to items for sale and printing the bidder catalog. The City will provide a listing of equipment to be sold a minimum of ten (10) days prior to the auction date.

**Contractor shall be responsible for coordination of all auction activities including:**

- Offer suggestions, on a timely basis, for maximizing sale value of items
- Auctioneer or project manager shall attend at a minimum, one Auction meeting quarterly with Agency Staff
- Agency will provide Contractor an inventory list(s). The Agency 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
- Contractor shall tag all items for sale the day before the auction
- Contractor shall handle any disputes that arise during the auction and shall ask for the assistance of the Purchasing Project Manager if required for resolution

The City will provide security for the cashiering activities. However, Contractor shall be responsible for providing sufficient staff for the protection of property received by the Contractor (during the auction and checkout process) as well as for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other natural disasters) or vandalism.

## AGENCY REQUIREMENTS

**In the operation of this agreement, each Agency shall be responsible for the following:**

- Submit to Contractor a list of property. It is understood that minor changes in said list may be submitted to Contractor at any time prior to one (1) week in advance of the auction

- Maintain any records considered necessary by the Agency, other than those provided by the Contractor

- Agency shall provide the Certificate(s) of Ownership and all other documents necessary to effect transfer of title for motor vehicles, trailers, and vehicle equipment. At the opinion of Contractor, vehicles may not be offered at auction unless the Certificate of Ownership and all other documents necessary to do a transfer of title for motor vehicles, trailers, and vehicle equipment are submitted at least five (5) days prior to sale

## III. METHODOLOGY AND OVERALL APPROACH TO SCOPE OF WORK

Proposer shall explain the Scope of Work as understood by the proposer and detail the approach to preparing for and providing for a live onsite auction, in accordance with the Scope of Work.

Additionally, proposer shall explain the Scope of Work as understood by the proposer and detail the approach to preparing for and providing for an Internet auction.

### Introduction

The auction-marketing plan will be conducted in such a manner as to enhance the public's perception of the City of Miami as an efficient liquidator of surplus assets at market value. Fisher Auction Co., Inc. ("Fisher") will endeavor to provide maximum exposure of the auction sale to auto / equipment dealers, the public, former clients of the City of Miami and Fisher's database of clients from past sales for similar items and assets. The Project Manager will monitor each aspect of the marketing plan daily. Onsite visits, electronic messaging, telephone calls and strict adherence to the critical path / timeline will be tools to ensure quality control of the marketing plan and overall management of the sales process.

### Methodology / Rationale for Proposed Approach

Fisher's experience with similar engagements will provide the City of Miami the necessary blueprint for planning and conducting successful auction sales while maintaining and establishing good customer relations.

A major element of our proven sales program entails constant communication with our sellers from planning and implementing the marketing plan to tracking and monitoring the response. Our results are measured by increased sale returns from previous years, positive comments from the public and the many reference letters of satisfied repeat clients.

Our marketing plans are tailored to each auction event featuring items of interest with pertinent information to educate and inform a prospective purchaser of the terms and conditions of the sale. We work very closely with our seller's representative (project administrator) to obtain all approvals prior to any decisions or any marketing materials being printed, eliminating unplanned surprises and isolating concerns before they evolve into major problems.

Proposed Sample Event Timeline Identifying Specific Tasks

*CITY OF MIAMI ET AL*
*SAMPLE AUCTION*

| | *"Proposed Work Plan"* | Responsible Entity | Target Date |
|---|---|---|---|
| 1. | Execution and Receipt of Contract | CM | Day 1 |
| 2. | Timeline and Auction Update presented to CM | FAC | Day 2 |
| 3. | Planning meeting with CM / site inspection | FAC/CM | Day 3 |
| 4. | Finalization of inventory list with CM's asset numbers | CM | Day 3 |
| 5. | Key Personnel identification & Contact Sheet to CM | FAC | Day 4 |
| 6. | Supplemental direct mail data base of former bidders | CM | Day 10 |
| 7. | Send CM proposed marketing / advertising budget | FAC | Day 11 |
| 8. | Terms and Conditions of sale approved and posted on web site | CM | Day 12 |
| 9. | Newspaper ads, auction flyer / brochure copy and layout to CM for review and approval | FAC | Day 15 |
| 10. | Approved flyer / brochure copy/layout due | CM | Day 16 |
| 11. | Flyer / brochure to printer | FAC | Day 17 |
| 12. | Initial draft of auction sale catalog layout submitted to CM | FAC | Day 18 |
| 13. | First Ad Breaks | FAC | Day 20 |
| 14. | Auction flyer / brochure delivery | FAC | Day 21 |
| 15. | Auction flyer / brochure mailing to potential buyers to commence | FAC | Day 22 |
| 16. | Weekly media tracking reports to CM (through completion of pre-Auction Advertising / Marketing Campaign) | FAC | Day 23 |
| 17. | FAC auction day staffing personnel submitted to CM | FAC | Day 30 |
| 18. | Arranging, set-up and lotting of items at auction site | FAC/CM | Day 35 |
| 19. | Auction day catalog approved and printed | FAC | Day 38 |
| 20. | Portable rest rooms delivery coordinated, confirm refreshment stand vendor and police security | FAC/CM | Day 39 |
| 21. | Bidder Cards / Lot Tags delivered to CM | FAC | Day 39 |
| 22. | Bills of Sales / titles prepared for transference | CM | Day 40 |
| 23. | Public Inspection | FAC/CM | Day 42 |
| 24. | Auction Event | FAC | Day 42 |
| 25. | Audio tape of Auction Event due from | FAC | Day 42 |
| 26. | Post-sale check out and final collections received | FAC | Day 43 |
| 27. | Auction Sales Report due from | FAC | Day 44 |
| 28. | Final sales report submitted from (5 business days after event) | FAC | Day 48 |

CM - City of Miami
FAC - Fisher Auction Co., Inc.

**Project Management Plan**

The Fisher project management plan will provide comprehensive market exposure through a carefully directed print and electronic media campaign, telemarketing campaign and a controlled auction day sale and post-sale settlement / delivery system. Fisher will implement all applicable and appropriate City of Miami policies relating to the disposition of surplus assets. The plan represents three primary sections: Planning, Implementation and Settlement.

***Planning:***

Upon award and assignment of a specific sale, Fisher will assign responsibilities to each member of the contract team based upon their previous experience. A preliminary timeline will be developed and submitted to the City of Miami Project Administrator. A pre-event planning meeting will be scheduled with Fisher and the City of Miami and any participating Southeast Florida Cooperative Purchasing Group members to discuss sales objectives, timeline, terms and conditions, values and methodology procedures to be utilized.

A site inspection will be performed for a general outlay of the auction day processes and photography of featured items will be taken for possible use in the advance notice direct mail postcard.

Day of sale staffing needs / functions will be addressed at the pre-event planning meeting and confirmed at the site inspection.

After finalization of the assets to be auctioned is received (**e-mail is preferred method**), a postcard will be designed with varying sizes of print and electronic newspaper ads, and submitted to the City of Miami for approval, along with a proposed marketing budget for selected industry trade journals, if needed, newspapers proposed and frequency of insertions. The direct mail database of Fisher and the City of Miami will be used to disseminate the City of Miami's and Fisher's approved postcard. All approved advertising materials will direct inquiries to our 800 number and web site address for further information. The postcard will emphasize the day, date and time of the auction, two hour inspection period, directions, terms of payment / settlement, items being sold "as is" at public auction and a predetermined rain date, if necessary, with a partial list of items to be sold and the City of Miami's name and logo prominently placed.

Fisher's project manager will identify and verify with the City of Miami's Project Administrator all items, which have need of a title so any titles not in the City of Miami's possession can be requested and obtained.

Fisher's project manager will carefully adhere to the approved timeline and notify the City of Miami's Project Administrator of any delays and reason for a delay, if needed.

***Implementation***

Fisher will place all approved advertising and distribute copies to the City of Miami Project Administrator as they become available. The final approved marketing budget will detail the dates each ad will appear and the corresponding size of the ad in the respective papers, journals etc.

All approved surplus items will be organized, arranged, lotted and tagged with an auction lot number (corresponding to the City of Miami's asset number), brief description e.g. year, make, V.I.N. etc.. Each lot will be entered into our computer for printing auction day catalogs for eligible registered bidders posting the required $100.00 refundable bid deposit and tracking of each item as it is sold, for how much and to which bidder.

Fisher will arrange for a refreshment stand vendor to be present during inspection and auction day, if requested by the City of Miami Project Administrator. Fisher will assist with the inspection, registration, bid recording, conduct of the auction including auctioneers and bid assistants, invoicing, computer data reporting and supervision for removal by successful bidders. Fisher will provide the City of Miami Project Administrator with a computerized final tabulation on auction day, list of registered bidders and deposits received and remaining amounts owing. Fisher will provide a notary / sales clerk as part of our staff on auction day to assist the City of Miami with bills of sales and title transference. All dealers must provide proof of sales tax exemption or the appropriate sales tax will be collected and submitted accordingly. An audio tape of the opening remarks, reading of the terms and conditions and the actual auction will be provided as part of our final reporting requirements due after the auction sale. Fisher will ensure good customer relations and handle all customer service issues subject to approval of the City of Miami Project Administrator on items for which City of Miami authority is needed.

Fisher Auction Co., Inc. has a "state of the art" computer auction software program. We use CUS 13.01 Auction Software because of its unique ability to provide reports detailing each lot offered and sold, for what price, and to which bidder it was sold. Customer information includes name, address, telephone number and driver's license number, and tax resale number if applicable. We use this software to identify individual consignors (i.e.: each department / participating cooperative agency is assigned their own consignor number so we may track what was sold and for how much by consignor). Information is able to import / export to spreadsheet format. Buyer Invoices in triple format are immediately available for cashiering / collections.

Final Reports include; Consignor Report, Lot Number Report, Invoice Number Report, Buyer's Name Report, Tax Breakdown Report. All reports will be archived for five years.

We currently use for City / Municipal Auctions IBM Thinkpad laptop computers (networked) with an Epson dot matrix printer. We use a Battery Back-up and have a generator for awkward exterior auction set-ups where connectivity to power is difficult.

***Settlement***

Fisher will provide day of sale the necessary receipts for bidders on items purchased to ensure full collection before removal. Additionally, Fisher will assist on day of sale the City of Miami and successful bidders with the removal process and report any problems or issues directly to the City of Miami Project Administrator e.g. items left by a successful bidder, discrepancy, items missing, etc. Within the 5 business day period following the auction, Fisher will prepare a final report with copies of ads / flyers / postcard for the approved advertising, list of all registered bidders by name, address, telephone number, business, resale tax number, if applicable; full computer print-out of each item sold for each consignor (cross referenced by City of Miami asset number and any participating cooperative agency).

In each phase of the pre-sale, auction day and post-sale period, Fisher will constantly keep the City of Miami Project Administrator abreast of all steps taken, issues to be addressed etc.

**Fisher Day of Auction Core Staff**

| | |
|---|---|
| Lamar P. Fisher, Sr. | Lead Auctioneer / Project Director |
| Francis Santos | Bid Assistant / Project Manager |
| Midge Navarro (Notary) | Data Entry Clerk / Bidder Registration |
| Barbara Fisher, if requested | Certified Personal Property Appraiser |

**Samples of Documents Used at Auctions**

Please find attached immediately following this page a random sample of documents to be used during auctions including but not limited to: bidder's registration and bidder's card, sample auction day sale catalog for registered bidders, sample bid recording sheet, sample computer printout for buyer(s), sample computer finalization print-out for seller.

# "EXHIBIT D"

# COMPENSATION

**(Compensation to follow this cover page)**

INSTRUCTIONS:
Proposer shall use this document to submit its' price/compensation proposal for **Group 1, Group 2** OR BOTH. Proposer shall, as its sole compensation for services provided, receive commission based on a fixed percentage of gross sales proceeds generated from the auction (not to include sales tax) or a fixed percentage buyer's premium. *Proposers are not allowed to propose a combination of commission and buyers premium*. Successful Proposer(s) shall submit an invoice to the City based on their percentage commission charge or deduct the buyer's premium from the gross sales proceeds.

***Failure to submit price/compensation proposal as required and at time of proposal submittal shall disqualify Proposer from consideration.***

GROUP 1: ON-SITE AUCTION SERVICES

Line: **1.1**

Description: Commission Charge for Gross Sales: _____%

*OR*

Line: **1.2**

Description: Buyer's Premium for Gross Sales: 7 %

GROUP 2: INTERNET AUCTION SERVICES

Line: **2.1**

Description: Commission Charge for Gross Sales: _____%

*OR*

Line: **2.2**

Description: Buyer's Premium for Gross Sales: 7 %

Lamar P. Fisher
Print Name

Signature

President / CEO
Title

5/20/11
Date

# "EXHIBIT E"

# INSURANCE REQUIREMENTS

I. **Commercial General Liability**

A. Limits of Liability
Bodily Injury and Property Damage Liability

| | |
|---|---|
| Each Occurrence | $1,000,000 |
| General Aggregate Limit | $ 2,000,000 |
| Personal and Advertising Injury | $ 1,000,000 |
| Products/Completed Operations | $ 1,000,000 |

B. Endorsements Required

City of Miami included as an Additional Insured
Employees included as insured
Contingent and Contractual Liability
Primary Insurance Clause

II. **Business Automobile Liability**

A. Limits of Liability
Bodily Injury and Property Damage Liability
Combined Single Limit
Any Auto
Including Hired, Borrowed or Non-Owned Autos
Any One Accident $ 1,000,000

B. Endorsements Required

City of Miami included as an Additional Insured

III. **Worker's Compensation**
Limits of Liability
Statutory-State of Florida
Waiver of Subrogation

Employer's Liability

A. Limits of Liability
$100,000 for bodily injury caused by an accident, each accident
$100,000 for bodily injury caused by disease, each employee
$500,000 for bodily injury caused by disease, policy limit

IV. **Professional Liability/Errors and Omissions Coverage**

| | |
|---|---|
| Combined Single Limit | |
| Each Claim | $ 300,000 |
| General Aggregate Limit | $ 300,000 |
| Retro Date | |

V. **Personal Property of Others (if applicable)** **TBA**

**The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer in accordance to policy provisions.**

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

Note: "RFP 270254 – Auction Services" must appear on each Certificate of Insurance.

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF MIAMI**

**AND**

**RENE' BATES AUCTIONEERS, INC.**

This Professional Services Agreement ("Agreement") is made and entered into as of 5 day of March, 20 12, ("Effective Date") by and between the City of Miami, a municipal corporation of the State of Florida (hereinafter referred to as the "City"), and Rene' Bates Auctioneers, Inc., (hereinafter referred to as the "Provider").

**RECITALS**

WHEREAS, the City issued a Request for Proposals ("RFP") No. 270254 on May 4, 2011, which is attached hereto as Exhibit "A" and incorporated herein by reference for the provision of Auction Services ("Services") and Provider's proposal ("Proposal"), which is attached hereto as Exhibit "B" and incorporated herein by reference, has been selected as the most qualified and advantageous proposal for the provision of the Services. The RFP and the Proposal are sometimes referred to herein, collectively, as the Solicitation Documents.

WHEREAS, the Commission of the City of Miami, by Resolution No. 12-0036 adopted on January 26, 2012, approved the selection of Provider and authorized the City Manager to negotiate and execute a contract in the form of a Professional Services Agreement ("Agreement"), under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

TERMS

1. **RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

2. **TERM:** Unless terminated per §15 herein, the term of this Agreement shall be for three (3) years beginning on the Effective Date hereof. The Effective Date for purposes of this Agreement

3. **OPTION TO EXTEND:** The City shall have the option to extend this Agreement for three (3) additional one (1) year periods.

**A.** The City reserves the right to automatically extend this contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, and/or awarded. If the right is exercised, the City shall notify the Bidder/Proposer, in writing, of its intent to extend the contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Successful Bidder/Proposer are in mutual agreement of such extensions.

**B.** Notwithstanding the language in Section 18-86 (c) of the City Code, the aforementioned options to extend shall be exercisable at the option of the City Commission if it is in the best interest of the City.

4. **SCOPE OF SERVICES:**

**A.** Provider agrees to provide the Services as specifically described in the Scope of Services, attached hereto as Exhibit "C", which by this reference is incorporated into and made a part of this Agreement.

**B.** Provider represents and warrants to the City that Provider: (i) possesses all qualifications, licenses, registrations, approvals, and expertise required to perform the Services described in Exhibit "C"; (ii) is and shall be, at all times during the term hereof, fully qualified and trained to perform the Services described in Exhibit "C"; and (iii) the Services will be performed in the manner described in Exhibit "C", and in any submittals approved by the City.

5. **COMPENSATION:** Provider, as its sole compensation for the Services provided, shall receive compensation as indicated in Exhibit "D" attached hereto, which by this reference is incorporated into and made a part of this Agreement.

6. **ABSOLUTE SALE:** All inventory is to be sold at "Absolute Auction" to the highest bidder(s) regardless of price without restriction, reserve, or minimum price(s).

7. **OWNERSHIP OF DOCUMENTS:** Providers understands and agrees that any information, document, report or any other material whatsoever which is given by the City to Provider (which was not previously possessed by Provider or not otherwise in the public domain) is and shall at all times remain the property of the City. Provider agrees not to use any such information, document, report or material which is the property of the City for any other purpose whatsoever without the written consent of the City Manager, which may be withheld or conditioned by the City in its sole discretion. Notwithstanding the foregoing or anything else in this Agreement to the contrary, Provider shall retain all rights to any confidential or proprietary information; as such is defined by the laws of the state of Florida, prepared by Provider during the course of this Services Agreement.

8. **AUDIT AND INSPECTION RIGHTS:**

**A.** The City may, at reasonable times, and for a period of up to five (5) years following the expiration date of this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Provider's performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of five (5) years after the expiration of this Agreement. All audits shall be subject to, and made in accordance with, the provisions of Section 18-102 of the Codes of the City of Miami, as it may be amended or supplemented from time to time.

**B.** The City may, at reasonable times during the term hereof, inspect Provider's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods or services required to be provided by Provider under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Provider shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City

representatives. All test and inspections shall be subject to, and made in accordance with, the provisions of Section 18-101 of the Code of the City of Miami, Florida, as it may be amended or supplemented, from time to time.

9. **AWARD OF AGREEMENT:** Provider represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

10. **PUBLIC RECORDS:** Provider understands that the public shall have access, at all reasonable times, to the City's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to the City's contracts subject to disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the City. Notwithstanding the foregoing or anything else in this Agreement to the contrary, subject to the provisions of Florida law, including, but limited to Chapter 119, Florida Statutes, City agrees not to disclose any confidential and proprietary information and trade secrets of Provider.

11. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** Provider understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. City and Provider agrees to comply in this Agreement and all Attachments thereto with and observe all applicable federal, state and local laws, codes and ordinances as they may be amended from time to time.

12. **INDEMNIFICATION:** Provider shall indemnify, save and hold harmless and defend the City, its officials, officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, caused by the negligence, failure to exercise the applicable standard of care, negligent act or omission, recklessness or intentional wrongful misconduct of Provider and persons employed or utilized by Provider in the performance of this Agreement and will indemnify, hold harmless and defend the City, its officials, officers, agents, directors and employees

against, any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted work, or from failure to comply with any applicable code, statute, ordinance, rule or regulation relating to this Agreement or performance under it, any breach of contract, any "statutory" or duty of care breaches or violations including any patent or copyright, infringement claims or any other civil actions arising from this Agreement even if it is alleged that the City, its officials, employees, agents or representatives were negligent . In the event that any action or proceeding is brought against City by reason of any such claim or demand, Provider shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate Provider to defend at its own expense to and through trial, administrative, appellate, supplemental or bankruptcy proceedings, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against City whether performed by Provider, or persons employed or utilized by Provider. This section (Indemnification) will survive the cancellation, termination or expiration of the Agreement. This indemnification will be interpreted under the laws of the State of Florida, including without limitation and which conforms to the limitations of §725.06 and/or §725.08, Fla. Statutes, as amended from time to time as applicable.

Provider shall require all Sub-Contractor agreements to include a provision that they will indemnify the City.

The Provider agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Provider in which the City participated either through review or concurrence of the Provider's actions. In reviewing, approving or rejecting any submissions by the Provider or other acts of the Provider, the City in no way assumes or shares any responsibility or liability of the Provider or Sub-Contractor, under this Agreement.

13. **DEFAULT:** If Provider fails to comply with any material term or condition of this Agreement or fails to perform any of its material obligations hereunder, and if the failure to comply is in no way due to lack of performance by the City, then Provider shall be in default. If the Provider is placed on the debarred vendors list per § 287.133, Fla. Statutes it is an act of Default. If Provider fails to cure the default within thirty (30) days written notice from City, then City, in addition to all remedies available to it by law, may immediately, upon written notice to Provider, terminate this Agreement in accordance with Section 15, TERMINATION RIGHTS, of this Agreement. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Miami.

14. **RESOLUTION OF CONTRACT DISPUTES:** Provider understands and agrees that all disputes between Provider and the City based upon an alleged violation of the terms of this Agreement by the City shall be submitted to the City Manager for his/her resolution, prior to Provider being entitled to seek judicial relief in connection therewith. Provider shall not be entitled to seek judicial relief unless: (i) Provider has first received the City Manager's written decision, approved by the City Commission if the amount of compensation hereunder exceeds $25,000 or (ii) a period of sixty (60) days has expired, after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation, ninety (90) days if City Manager's decision is subject to City Commission approval; or (iii) the City has waived compliance with the procedure set forth in this section by written instruments, signed by the City Manager.

15. **TERMINATION RIGHTS:**

**A.** The City, acting by and through its City Manager, shall have the right to terminate this Agreement, in its sole discretion, at any time, for convenience and for no cause, by giving written notice to Provider at least thirty (30) days prior to the effective date of such termination. In the event of a

cancellation for convenience the Provider shall have no other recourse against the City except to be paid for its Compensation earned under the contract prior to the effective date of termination.

**B.** City shall have the right to terminate this Agreement upon the occurrence of an event of default as provided in Paragraph 13.

16. **INSURANCE:** Provider shall, at all times during the term hereof, maintain such insurance coverage as shown in "Exhibit E". All such insurance, including renewals, shall be subject to the approval of the City Risk Management Director for adequacy of protection and evidence of such coverage shall be furnished to the City on Certificate of Insurance indicating such insurance to be in force and effect and providing that a written notice of cancellation or material change shall be provided to the City Risk Management Administrator in accordance with Policy revisions. Completed Certificates of Insurance shall be filed with the City prior to the performance of services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with the City.

If, in the judgment of the City Risk Management Administrator, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, the City reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the City's written notice, this Contract may be considered terminated on the date that the required change in policy coverage would otherwise take effect.

17. **NONDISCRIMINATION:** Provider represents and warrants to the City that Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider and Contractor's, respectively, performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap,

marital status or national origin, be excluded from participation in, be denied services, or be subject to the discrimination under any provision of this Agreement.

18. **ASSIGNMENT:** The Provider's services are considered unique in nature. This Agreement shall not be assigned, sold, transferred or otherwise conveyed by Provider, in whole or in part, without the prior written consent of the City Commission, which may be withheld or conditioned, at the City's sole discretion.

19. **NOTICES:** All notices or other communications required under this Agreement shall be writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

**TO CITY**

Johnny Martinez, P.E.
City Manager
City of Miami
444 S.W. 2nd Avenue, 10th Floor
Miami, Florida 33130

**TO PROVIDER**

Sheryl Bates
President
Rene' Bates Auctioneers, Inc.
4660 County Road 1006
McKinney, Texas 75071

with copies to:

Julie Bru
City Attorney
City of Miami
444 S.W. 2nd Avenue, Suite 945
Miami, Florida 33130

20. **MISCELLANEOUS PROVISIONS:**

**A.** This Agreement and its Attachments shall be construed and enforced according to the laws of the State of Florida. Venue for any legal action shall be in Miami-Dade County, Florida in order to expedite the conclusion of any action the parties voluntarily and knowingly agree to waive their right to

trial by jury, their right to file permissive counterclaims, or to claim attorney's fees in any civil or administrative action between them arising from this agreement.

**B.** Title and paragraph headings are for convenient reference and are not a part of this Agreement.

**C.** No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

**D.** Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

**E.** In the event of any conflict or inconsistency between this Agreement and its Exhibits the Agreement will control. In the event of any conflict or inconsistency between the RFP attached as Exhibit A and the Provider's Proposal attached as Exhibit B , or the Scope of Services attached as Exhibit C, or the Compensation Exhibit D then Exhibit A will control .

21. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

22. **INDEPENDENT CONTRACTOR:** Provider has been procured and is being engaged to provide goods or services to the City as an independent contractor, and not as an agent or employee of the City. Provider further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Provider and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering services to the City under this Agreement.

23. **CONTINGENCY CLAUSE:** Sufficient funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or

termination due to lack of funds, reduction of funds, failure to allocate funds, and/or change in law or regulations. The City may terminate the Agreement on the basis of this contingency clause pursuant to Section 15 (A), Termination for Convenience.

24. **REAFFIRMATION OF REPRESENTATIONS:** Provider hereby reaffirms all of the representations contained in the Solicitation Documents, if applicable.

25. **ENTIRE AGREEMENT:** This instrument and its Attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

26. **REFERENCE LIST AND ADVERTISING:** City agrees that Provider may list that its Services are provided to the City in Provider's sales reference list. Provider may advertise to other municipalities that the Services are provided to the City. This Section will not be applicable in the event the Provider is held in default by the City.

27. **MISCELLANEOUS:** Provider shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor or services funded by the City including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines and standards. Additionally, Provider shall take affirmative steps to ensure nondiscrimination in employment of disabled persons.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

**"City"**

CITY OF MIAMI, a municipal corporation

ATTEST:

Priscilla A. Thompson, City Clerk
3-5-12

By: _____
Johnny Martinez, P.E.
City Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Julie Bru
City Attorney

APPROVED AS TO INSURANCE REQUIREMENTS:

Calvin Ellis, Director
Department of Risk Management

**"Provider"**

René Bodes Auctioneers Inc

ATTEST:

Print Name: René Bodes
Title: VP + Secretary
Corporate Secretary

By: _____
Print Name: Sheryl Bodes
Title: President
Authorized Corporate Officer

## CORPORATE RESOLUTION

WHEREAS, René Bates Auctioneers Inc desires to enter into an agreement with the City of Miami for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the President - Sheryl Bates or Vice President, René Bates is hereby authorized and instructed to enter into a contract, in the name and on behalf of this corporation, with the City of Miami upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

**DATED this** 31 **day of** January **, 20**12.

**Chairperson of the Board of Directors**

**Corporate Secretary**

**(Corporate Seal)**

# "EXHIBIT A"

# REQUEST FOR PROPOSALS (RFP)

**(RFP to follow this cover page)**

# City of Miami

## Request for Proposals (RFP)

**Purchasing Department**

Miami Riverside Center

444 SW 2nd Avenue, 6th Floor

Miami, Florida 33130

Web Site Address: http://ci.miami.fl.us/procurement

---

| | |
|---|---|
| **RFP Number:** | **270254** |
| **Title:** | **Request for Proposals for Auction Services** |
| **Issue Date/Time:** | **04-MAY-2011** |
| **RFP Closing Date/Time:** | **06/02/2011 @ 11:00:00** |
| **Pre-Bid Conference:** | |
| **Pre-Bid Date/Time:** | |
| **Pre-Bid Location:** | |
| **Deadline for Request for Clarification:** | **Wednesday, May 18, 2011 at 5:00 PM** |
| **Buyer:** | **Gonzalez, Yusbel** |
| **Hard Copy Submittal Location:** | **City of Miami - City Clerk<br>3500 Pan American Drive<br>Miami FL 33133 US** |
| **Buyer E-Mail Address:** | **YGonzalez@ci.miami.fl.us** |
| **Buyer Facsimile:** | **(305) 400-5104** |

## Certification Statement

Please quote on this form, if applicable, net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs, including transportation to destination. The City reserves the right to accept or reject all or any part of this submission. Prices should be firm for a minimum of 180 days following the time set for closing of the submissions.

In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.

We (I) certify that we have read your solicitation, completed the necessary documents, and propose to furnish and deliver, **F.O.B. DESTINATION**, the items or services specified herein.

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations, or debarred or suspended as set in section 18-107 or Ordinance No. 12271.

All exceptions to this submission have been documented in the section below (refer to paragraph and section).

EXCEPTIONS:

We (I) certify that any and all information contained in this submission is true; and we (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the submitter. Please print the following and sign your name:

SUPPLIER NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____ BEEPER: _____

SIGNED BY: _____

TITLE: _____ DATE: _____

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM SHALL DISQUALIFY THIS BID.**

## Certifications

Legal Name of Firm:

_____

Entity Type: Partnership, Sole Proprietorship, Corporation, etc.

_____

Year Established:

_____

Office Location: City of Miami, Miami-Dade County, or Other

_____

Business Tax Receipt / Occupational License Number:

_____

Business Tax Receipt / Occupational License Issuing Agency:

_____

Business Tax Receipt / Occupational License Expiration Date:

_____

Respondent certifies that (s) he has read and understood the provisions of City of Miami Ordinance No. 10032 (Section 18-105 of the City Code) pertaining to the implementation of a "First Source Hiring Agreement.": (Yes or No)

_____

Do you expect to create new positions in your company in the event your company was awarded a Contract by the City? (Yes or No)

_____

In the event your answer to question above is yes, how many new positions would you create to perform this work?

_____

Please list the title, rate of pay, summary of duties, number of positions, and expected length or duration of all new positions which might be created as a result of this award of a Contract.

_____

Will Subcontractor(s) be used? (Yes or No)

_____

Please list and acknowledge all addendum/addenda received. List the addendum/addenda number and date of receipt (i.e. Addendum No. 1, 7/1/07). If no addendum/addenda was/were issued, please insert N/A.

_____

Line: **1**

Description: **PROSPECTIVE PROPOSERS SHALL USE THE "PRICE/COMPENSATION PROPOSAL" DOCUMENT TO SUBMIT ITS' PRICE PROPOSAL. PROPOSER IS NOT REQUIRED TO ENTER A UNIT PRICE IN THIS LINE**
**THE PRICE/COMPENSATION PROPOSAL DOCUMENT IS LOCATED IN THE "HEADER/NOTES AND ATTACHMENTS" SECTION OF THIS RFP, IN THE ORACLE SOURCING SYSTEM**

Category: **96209-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

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## Terms and Conditions

### 1. General Conditions

### 1.1. GENERAL TERMS AND CONDITIONS

**Intent:** The General Terms and Conditions described herein apply to the acquisition of goods/equipment/services with an estimated aggregate cost of $25,000.00 or more.

**Definition:** A formal solicitation is defined as issuance of an Invitation for Bids, Request for Proposals, Request for Qualifications, or Request for Letters of Interest pursuant to the City of Miami Procurement Code and/or Florida Law, as amended. Formal Solicitation and Solicitation shall be defined in the same manner herein.

**1.1. ACCEPTANCE OF GOODS OR EQUIPMENT** - Any good(s) or equipment delivered under this formal solicitation, if applicable, shall remain the property of the seller until a physical inspection and actual usage of the good is made, and thereafter is accepted as satisfactory to the City. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the goods/equipment supplied to the City are found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return the product to the Contractor at the Contractor's expense.

**1.2. ACCEPTANCE OF OFFER** - The signed or electronic submission of your solicitation response shall be considered an offer on the part of the bidder/proposer; such offer shall be deemed accepted upon issuance by the City of a purchase order.

**1.3. ACCEPTANCE/REJECTION** – The City reserves the right to accept or reject any or all responses or parts of after opening/closing date and request re-issuance on the goods/services described in the formal solicitation. In the event of such rejection, the Director of Purchasing shall notify all affected bidders/proposers and make available a written explanation for the rejection. The City also reserves the right to reject the response of any bidder/proposer who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time contracts of a similar nature, and who is not in a position to perform the requirements defined in this formal solicitation. The City further reserves the right to waive any irregularities or minor informalities or technicalities in any or all responses and may, at its discretion, re-issue this formal solicitation.

**1.4. ADDENDA** – It is the bidder's/proposer's responsibility to ensure receipt of all Addenda. Addenda are available at the City's website at: http://www.ci.miami.fl.us/procurement

**1.5. ALTERNATE RESPONSES MAY BE CONSIDERED** - The City may consider one (1) alternate response from the same Bidder/Proposer for the same formal solicitation; provided, that the alternate response offers a different product that meets or exceeds the formal solicitation requirements. In order for the City to consider an alternate response, the Bidder/Proposer shall complete a separate Price Sheet form and shall mark "Alternate Response". Alternate response shall be placed in the same response. This provision only applies to formal solicitations for the procurement of goods, services, items, equipment, materials, and/or supplies.

**1.6. ASSIGNMENT** - Contractor agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of the resulting Contract, or any or all of its right, title or interest herein, without City of Miami's prior written consent.

**1.7. ATTORNEY'S FEES** - In connection with any litigation, mediation and arbitration arising out of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees through and including appellate litigation and any post-judgment proceedings.

**1.8. AUDIT RIGHTS AND RECORDS RETENTION** - The Successful Bidder/Proposer agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this formal solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder/Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the Contract for

three (3) years after the City makes final payment and all other pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the City.

**1.9. AVAILABILITY OF CONTRACT STATE-WIDE** - Any Governmental, not-for-profit or quasi-governmental entity in the State of Florida, may avail itself of this contract and purchase any and all goods/services, specified herein from the successful bidder(s)/proposer(s) at the contract price(s) established herein, when permissible by federal, state, and local laws, rules, and regulations.

Each Governmental, not-for-profit or quasi-governmental entity which uses this formal solicitation and resulting bid contract or agreement will establish its own contract/agreement, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the successful bidder(s)/proposer(s).

**1.10. AWARD OF CONTRACT:**

**A.** The Formal Solicitation, Bidder's/Proposer's response, any addenda issued, and the purchase order shall constitute the entire contract, unless modified in accordance with any ensuing contract/agreement, amendment or addenda.

**B.** The award of a contract where there are Tie Bids will be decided by the Director of Purchasing or designee in the instance that Tie Bids can't be determined by applying Florida Statute 287.087, Preference to Businesses with Drug-Free Workplace Programs.

**C.** The award of this contract may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Technical Specifications. Bidder/Proposer shall be in default of its contractual obligation if such documents are not submitted in a timely manner and in the form required by the City. Where Bidder/Proposer is in default of these contractual requirements, the City, through action taken by the Purchasing Department, will void its acceptance of the Bidder's/Proposer's Response and may accept the Response from the next lowest responsive, responsible Bidder or Proposal most advantageous to the City or re-solicit the City's requirements. The City, at its sole discretion, may seek monetary restitution from Bidder/Proposer and its bid/proposal bond or guaranty, if applicable, as a result of damages or increased costs sustained as a result of the Bidder's/Proposer's default.

**D.** The term of the contract shall be specified in one of three documents which shall be issued to the successful Bidder/Proposer. These documents may either be a purchase order, notice of award and/or contract award sheet.

**E.** The City reserves the right to automatically extend this contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, and/or awarded. If the right is exercised, the City shall notify the Bidder/Proposer, in writing, of its intent to extend the contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Successful Bidder/Proposer are in mutual agreement of such extensions.

**F.** Where the contract involves a single shipment of goods to the City, the contract term shall conclude upon completion of the expressed or implied warranty periods.

**G.** The City reserves the right to award the contract on a split-order, lump sum or individual-item basis, or such combination as shall best serve the interests of the City unless otherwise specified.

**H.** A Contract/Agreement may be awarded to the Bidder/Proposer by the City Commission based upon the minimum qualification requirements reflected herein. As a result of a RFP, RFQ, or RFLI, the City reserves the right to execute or not execute, as applicable, an Agreement with the Proposer, whichever is determined to be in the City's best interests. Such agreement will be furnished by the City, will contain certain terms as are in the City's best interests, and will be subject to approval as to legal form by the City Attorney.

**1.11. BID BOND/ BID SECURITY** - A cashier's or certified check, or a Bid Bond signed by a recognized surety company that is licensed to do business in the State of Florida, payable to the City of Miami, for the amount bid is required from all bidders/proposers, if so indicated under the Special Conditions. This check or bond guarantees that a bidder/proposer will accept the order or contract/agreement, as bid/proposed, if it is awarded to bidder/proposer. Bidder/Proposer shall forfeit bid deposit to the City should City award

contract/agreement to Bidder/Proposer and Bidder/Proposer fails to accept the award. The City reserves the right to reject any and all surety tendered to the City. Bid deposits are returned to unsuccessful bidders/proposers within ten (10) days after the award and successful bidder's/proposer's acceptance of award. If sixty (60) days have passed after the date of the formal solicitation closing date, and no contract has been awarded, all bid deposits will be returned on demand.

**1.12. RESPONSE FORM (HARDCOPY FORMAT)** - All forms should be completed, signed and submitted accordingly.

**1.13. BID SECURITY FORFEITED LIQUIDATED DAMAGES** - Failure to execute an Agreement and/or file an acceptable Performance Bond, when required, as provided herein, shall be just cause for the annulment of the award and the forfeiture of the Bid Security to the City, which forfeiture shall be considered, not as a penalty, but in mitigation of damages sustained. Award may then be made to the next lowest responsive, responsible Bidder or Proposal most advantageous to the City or all responses may be rejected.

**1.14. BRAND NAMES** - If and wherever in the specifications brand names, makes, models, names of any manufacturers, trade names, or bidder/proposer catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade or quality of goods only. When the City does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is added. When bidding/proposing an approved equal, Bidders/Proposers will submit, with their response, complete sets of necessary data (factory information sheets, specifications, brochures, etc.) in order for the City to evaluate and determine the equality of the item(s) bid/proposed. The City shall be the sole judge of equality and its decision shall be final. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. Such samples are to be furnished after formal solicitation opening/closing only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) calendar days after a formal request is made.

**1.15. CANCELLATION** - The City reserves the right to cancel all formal solicitations before its opening/closing. In the event of bid/proposal cancellation, the Director of Purchasing shall notify all prospective bidders/proposers and make available a written explanation for the cancellation.

**1.16. CAPITAL EXPENDITURES** - Contractor understands that any capital expenditures that the firm makes, or prepares to make, in order to deliver/perform the goods/services required by the City, is a business risk which the contractor must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures, or to maintain the approved status of any contractor. If contractor has been unable to recoup its capital expenditures during the time it is rendering such goods/services, it shall not have any claim upon the City.

**1.17. CITY NOT LIABLE FOR DELAYS** - It is further expressly agreed that in no event shall the City be liable for, or responsible to, the Bidder/Proposer/Consultant, any sub-contractor/sub-consultant, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the City has no control.

**1.18. COLLUSION** –Bidder/Proposer, by submitting a response, certifies that its response is made without previous understanding, agreement or connection either with any person, firm or corporation submitting a response for the same items/services or with the City of Miami's Purchasing Department or initiating department. The Bidder/Proposer certifies that its response is fair, without control, collusion, fraud or other illegal action. Bidder/Proposer certifies that it is in compliance with the Conflict of Interest and Code of Ethics Laws. The City will investigate all potential situations where collusion may have occurred and the City reserves the right to reject any and all bids/responses where collusion may have occurred.

**1.19. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS** - Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, records keeping, etc. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as that may in any way affect the goods or equipment offered, including but not limited to:

**A.** Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.

**B.** Occupational, Safety and Health Act (OSHA), as applicable to this Formal Solicitation.

**C.** The State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes.

**D.** Environment Protection Agency (EPA), as applicable to this Formal Solicitation.

**E.** Uniform Commercial Code (Florida Statutes, Chapter 672).

**F.** Americans with Disabilities Act of 1990, as amended.

**G.** National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.

**H.** National Forest Products Association (NFPA), as applicable to this Formal Solicitation.

**I.** City Procurement Ordinance City Code Section 18, Article III.

**J.** Conflict of Interest, City Code Section 2-611;61.

**K.** Cone of Silence, City Code Section 18-74.

**L.** The Florida Statutes Sections 218.73 and 218.74 on Prompt Payment.

**M.** First Source Hiring Agreement, City Ordinance No. 10032, as applicable to this Formal Solicitation. Implemented to foster the creation of new and permanent jobs for City of Miami residents; requires as a condition precedent to the execution of service contracts including professional services.

Lack of knowledge by the bidder/proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

Copies of the City Ordinances may be obtained from the City Clerk's Office.

**1.20. CONE OF SILENCE** - Pursuant to Section 18-74 of the City of Miami Code, a "Cone of Silence" is imposed upon each RFP, RFQ, RFLI, or IFB after advertisement and terminates at the time the City Manager issues a written recommendation to the Miami City Commission. The Cone of Silence shall be applicable only to Contracts for the provision of goods and services and public works or improvements for amounts greater than $200,000. The Cone of Silence prohibits any communication regarding RFPs, RFQs, RFLI or IFBs (bids) between, among others:

Potential vendors, service providers, bidders, lobbyists or consultants and the City's professional staff including, but not limited to, the City Manager and the City Manager's staff; the Mayor, City Commissioners, or their respective staffs and any member of the respective selection/evaluation committee.

The provision does not apply to, among other communications:

oral communications with the City purchasing staff, provided the communication is limited strictly to matters of process or procedure already contained in the formal solicitation document; the provisions of the Cone of Silence do not apply to oral communications at duly noticed site visits/inspections, pre-proposal or pre-bid conferences, oral presentations before selection/evaluation committees, contract negotiations during any duly noticed public meeting, or public presentations made to the Miami City Commission during a duly noticed public meeting; or communications in writing or by email at any time with any City employee, official or member of the City Commission unless specifically prohibited by the applicable RFP, RFQ, RFLI or IFB (bid) documents (See Section 2.2. of the Special Conditions); or communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI OR IFB by City Purchasing staff.

Proposers or bidders must file a copy of any written communications with the Office of the City Clerk, which shall be made available to any person upon request. The City shall respond in writing and file a copy with the Office of the City Clerk, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Office of the City Clerk.

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render any award voidable. A violation by a particular Bidder, Proposer, Offeror, Respondent, lobbyist or consultant shall subject same to potential penalties pursuant to the City Code. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with the Ethics Commission. Proposers or bidders should reference Section 18-74 of the City of Miami Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review City of Miami Code Section 18-74 for a complete and thorough description of the Cone of Silence. You may contact the City Clerk at 305-250-5360, to obtain a copy of same.

**1.21. CONFIDENTIALITY** - As a political subdivision, the City of Miami is subject to the Florida Sunshine Act and Public Records Law. If this Contract/Agreement contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

**1.22. CONFLICT OF INTEREST** – Bidders/Proposers, by responding to this Formal Solicitation, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of Miami is financially interested, directly or indirectly, in the purchase of goods/services specified in this Formal Solicitation. Any such interests on the part of the Bidder/Proposer or its employees must be disclosed in writing to the City. Further, you must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in your firm.

**A.** Bidder/Proposer further agrees not to use or attempt to use any knowledge, property or resource which may be within his/her/its trust, or perform his/her/its duties, to secure a special privilege, benefit, or exemption for himself/herself/itself, or others. Bidder/Proposer may not disclose or use information not available to members of the general public and gained by reason of his/her/its position, except for information relating exclusively to governmental practices, for his/her/its personal gain or benefit or for the personal gain or benefit of any other person or business entity.

**B.** Bidder/Proposer hereby acknowledges that he/she/it has not contracted or transacted any business with the City or any person or agency acting for the City, and has not appeared in representation of any third party before any board, commission or agency of the City within the past two years. Bidder/Proposer further warrants that he/she/it is not related, specifically the spouse, son, daughter, parent, brother or sister, to: (i) any member of the commission; (ii) the mayor; (iii) any city employee; or (iv) any member of any board or agency of the City.

**C.** A violation of this section may subject the Bidder/Proposer to immediate termination of any professional services agreement with the City, imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics.

**1.23. COPYRIGHT OR PATENT RIGHTS** – Bidders/Proposers warrant that there has been no violation of copyright or patent rights in manufacturing, producing, or selling the goods shipped or ordered and/or services provided as a result of this formal solicitation, and bidders/proposers agree to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

**1.24. COST INCURRED BY BIDDER/PROPOSER** - All expenses involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Bidder(s)/Proposer(s).

**1.25. DEBARMENT AND SUSPENSIONS (Sec 18-107)**

**(a)** Authority and requirement to debar and suspend. After reasonable notice to an actual or prospective Contractual Party, and after reasonable opportunity for such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the city attorney, shall have the authority to debar a Contractual Party, for the causes listed below, from consideration for award of city Contracts. The debarment shall be for a period of not fewer than three years. The City Manager shall also have the authority to suspend a Contractual Party from consideration for award of city Contracts if there is probable cause for debarment, pending the debarment determination. The authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the city attorney, and the City Commission.

**(b)** Causes for debarment or suspension. Causes for debarment or suspension include the following:

**(1)** Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract.

**(2)** Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.

(3) Conviction under state or federal antitrust statutes arising out of the submission of Bids or Proposals.

(4) Violation of Contract provisions, which is regarded by the Chief Procurement Officer to be indicative of nonresponsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Contract or to perform within the time limits provided in a Contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.

(5) Debarment or suspension of the Contractual Party by any federal, state or other governmental entity.

(6) False certification pursuant to paragraph (c) below.

(7) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which the violation remains noncompliant.

(8) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.

(9) Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the Contractual Party performing city Contracts.

(c) Certification. All Contracts for goods and services, sales, and leases by the city shall contain a certification that neither the Contractual Party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(5).

(d) Debarment and suspension decisions. Subject to the provisions of paragraph (a), the City Manager shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the Contractual Party, along with a notice of said party's right to seek judicial relief.

**1.26. DEBARRED/SUSPENDED VENDORS –**An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit response on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**1.27. DEFAULT/FAILURE TO PERFORM** - The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder/Proposer to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Bidder/Proposer to meet any terms of this agreement, the City will notify the Bidder/Proposer of the default and will provide the contractor three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the Contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

**A.** Failure to perform the work or deliver the goods/services required under the Contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.

**B.** Failure to begin the work under this Contract within the time specified.

**C.** Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.

**D.** Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.

**E.** Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the successful Bidder/Proposer incapable of performing the work in accordance with and as required by the Contract.

**F.** Failure to comply with any of the terms of the Contract in any material respect.

All costs and charges incurred by the City as a result of a default or a default incurred beyond the time limits stated, together with the cost of completing the work, shall be deducted from any monies due or which may become due on this Contract.

**1.28. DETERMINATION OF RESPONSIVENESS** - Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the Formal Solicitation. A "responsive" response is one which follows the requirements of the formal solicitation, includes all documentation, is submitted in the format outlined in the formal solicitation, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Response non-responsive.

**1.29. DISCOUNTS OFFERED DURING TERM OF CONTRACT** - Discount Prices offered in the response shall be fixed after the award by the Commission, unless otherwise specified in the Special Terms and Conditions. Price discounts off the original prices quoted in the response will be accepted from successful Bidder(s)/Proposer(s) during the term of the contract. Such discounts shall remain in effect for a minimum of 120 days from approval by the City Commission Any discounts offered by a manufacturer to Bidder/Proposer will be passed on to the City.

**1.30. DISCREPANCIES, ERRORS, AND OMISSIONS** - Any discrepancies, errors, or ambiguities in the Formal Solicitation or addenda (if any) should be reported in writing to the City's Purchasing Department. Should it be found necessary, a written addendum will be incorporated in the Formal Solicitation and will become part of the purchase agreement (contract documents). The City will not be responsible for any oral instructions, clarifications, or other communications.

**A.** Order of Precedence – Any inconsistency in this formal solicitation shall be resolved by giving precedence to the following documents, the first of such list being the governing documents.

**1)** Addenda (as applicable)

**2)** Specifications

**3)** Special Conditions

**4)** General Terms and Conditions

**1.31. EMERGENCY / DISASTER PERFORMANCE** - In the event of a hurricane or other emergency or disaster situation, the successful vendor shall provide the City with the commodities/services defined within the scope of this formal solicitation at the price contained within vendor's response. Further, successful vendor shall deliver/perform for the city on a priority basis during such times of emergency.

**1.32. ENTIRE BID CONTRACT OR AGREEMENT** - The Bid Contract or Agreement consists of this City of Miami Formal Solicitation and specifically this General Conditions Section, Contractor's Response and any written agreement entered into by the City of Miami and Contractor in cases involving RFPs, RFQs, and RFLIs, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the agreement conflicts with, modifies, alters or changes any of the terms and conditions contained in the Formal Solicitation and/or Response, the Formal Solicitation and then the Response shall control. This Contract may be modified only by a written agreement signed by the City of Miami and Contractor.

**1.33. ESTIMATED QUANTITIES** –Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to quantities that will be purchased during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of determining the low bidder or most advantageous proposer meeting specifications. The City reserves the right to acquire additional quantities at the prices bid/proposed or at lower prices in this Formal Solicitation.

**1.34. EVALUATION OF RESPONSES**

**A.Rejection of Responses**

The City may reject a Response for any of the following reasons:

**1)** Bidder/Proposer fails to acknowledge receipt of addenda;

2) Bidder/Proposer mistates or conceals any material fact in the Response ;

3) Response does not conform to the requirements of the Formal Solicitation;

4) Response requires a conditional award that conflicts with the method of award;

5) Response does not include required samples, certificates, licenses as required; and,

6) Response was not executed by the Bidder's/Proposer(s) authorized agent.

The foregoing is not an all inclusive list of reasons for which a Response may be rejected. The City may reject and re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

**B. Elimination From Consideration**

1) A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.

2) A contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.

3) A contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.

**C. Determination of Responsibility**

1) Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Bidder/Proposer must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established entity in line with the best industry practices in the industry as determined by the City.

2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder/Proposer, including past performance (experience) with the City or any other governmental entity in making the award.

3) The City may require the Bidder(s)/Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

**1.35. EXCEPTIONS TO GENERAL AND/OR SPECIAL CONDITIONS OR SPECIFICATIONS -** Exceptions to the specifications shall be listed on the Response and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid (IFB) to be considered non-responsive. It also may be cause for a RFP, RFQ, or RFLI to be considered non-responsive; and, if exceptions are taken to the terms and conditions of the resulting agreement it may lead to terminating negotiations.

**1.36. F.O.B. DESTINATION -** Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the bidder/proposer must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid/proposal price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of bid/proposal.

**1.37. FIRM PRICES** - The bidder/proposer warrants that prices, terms, and conditions quoted in its response will be firm throughout the duration of the contract unless otherwise specified in the Formal Solicitation. Such prices will remain firm for the period of performance or resulting purchase orders or contracts, which are to be performed or supplied over a period of time.

**1.38. FIRST-SOURCE HIRING AGREEMENT (Sec. 18-105)**

**(a)** The Commission approves implementation of the first-source hiring agreement policy and requires as a condition precedent to the execution of service contracts for facilities, services, and/or receipt of grants and loans, for projects of a nature that create new jobs, the successful negotiation of first-source hiring agreements between the organization or individual receiving said contract and the authorized representative unless such an agreement is found infeasible by the city manager and such finding approved by the City Commission at a public hearing.

**(b)** For the purpose of this section, the following terms, phrases, words and their derivations shall have the following meanings:

Authorized representative means the Private Industry Council of South Florida/South Florida Employment and Training Consortium, or its successor as local recipient of federal and state training and employment funds.

Facilities means all publicly financed projects, including but without limitation, unified development projects, municipal public works, and municipal improvements to the extent they are financed through public money services or the use of publicly owned property.

Grants and loans means, without limitation, urban development action grants (UDAG), economic development agency construction loans, loans from Miami Capital Development, Incorporated, and all federal and state grants administered by the city.

Service contracts means contracts for the procurement of services by the city which include professional services.

Services includes, without limitation, public works improvements, facilities, professional services, commodities, supplies, materials and equipment.

(c) The authorized representative shall negotiate each first-source hiring agreement.

(d) The primary beneficiaries of the first-source hiring agreement shall be participants of the city training and employment programs, and other residents of the city.

**1.39. FLORIDA MINIMUM WAGE -** The Constitution of the State of Florida, Article X, Section 24, states that employers shall pay employee wages no less than the minimum wage for all hours worked in Florida. Accordingly, it is the contractor's and its' subcontractor(s) responsibility to understand and comply with this Florida constitutional minimum wage requirement and pay its employees the current established hourly minimum wage rate, which is subject to change or adjusted by the rate of inflation using the consumer price index for urban wage earners and clerical workers, CPI-W, or a successor index as calculated by the United States Department of Labor. Each adjusted minimum wage rate calculated shall be determined and published by the Agency Workforce Innovation on September 30th of each year and take effect on the following January 1st.

At the time of responding, it is bidder/proposer and his/her subcontractor(s), if applicable, full responsibility to determine whether any of its employees may be impacted by this Florida Law at any given point in time during the term of the contract. If impacted, bidder/proposer must furnish employee name(s), job title(s), job description(s), and current pay rate(s). Failure to submit this information at the time of submitting a response constitute successful bidder's/proposer's acknowledgement and understanding that the Florida Minimum Wage Law will not impact its prices throughout the term of contract and waiver of any contractual price increase request(s). The City reserves the right to request and successful bidder/proposer must provide for any and all information to make a wage and contractual price increase(s) determination.

**1.40. GOVERNING LAW AND VENUE -** The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

**1.41. HEADINGS AND TERMS -** The headings to the various paragraphs of this Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

**1.42. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)** - Any person or entity that performs or assists the City of Miami with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the City of Miami Privacy Standards. HIPAA mandates for privacy, security and electronic transfer standards, which include but are not limited to:

**A.** Use of information only for performing services required by the contract or as required by law;

**B.** Use of appropriate safeguards to prevent non-permitted disclosures;

**C.** Reporting to the City of Miami of any non-permitted use or disclosure;

**D.** Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;

**E.** Making Protected Health Information (PHI) available to the customer;

**F.** Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;

**G.** Making PHI available to the City of Miami for an accounting of disclosures; and

**H.** Making internal practices, books and records related to PHI available to the City of Miami for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

**1.43. INDEMNIFICATION -** Contractor shall indemnify , hold harmless and defend the City, its officials, officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract and will indemnify, hold harmless and defend the City, its officials, officers, agents, directors and employees against, any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted work, even if it is alleged that the City, its officials and/or employees were negligent, unless such injuries or damages are ultimately proven to be the result of grossly negligent or willful acts or omissions on the part of the City, its officials and/or employees.. These indemnifications shall survive the term of this Contract. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Contractor shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against City whether performed by Contractor, or persons employed or utilized by Contractor.

This indemnity will survive the cancellation or expiration of the Contract. This indemnity will be interpreted under the laws of the State of Florida, including without limitation and which conforms to the limitations of §725.06 and/or §725.08, Fla. Statues, as amended from time to time as applicable.

Contractor shall require all Sub-Contractor agreements to include a provision that they will indemnify the City.

The Contractor agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the City participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the City in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement.

**1.44. INFORMATION AND DESCRIPTIVE LITERATURE –**Bidders/Proposer must furnish all information requested in the spaces provided in the Formal Solicitation. Further, as may be specified elsewhere, each Bidder/Proposer must submit for evaluation, cuts, sketches, descriptive literature, technical specifications, and Material Safety Data Sheets (MSDS)as required, covering the products offered. Reference to literature submitted with a previous response or on file with the Buyer will not satisfy this provision.

**1.45. INSPECTIONS -** The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods and/or services required to be provided by the Contractor under this Contract conform to the terms and conditions of the Formal Solicitation. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of Miami Ordinance No. 12271 (Section 18-79), as same may be amended or supplemented from time to time.

**1.46. INSPECTION OF RESPONSE -** Responses received by the City pursuant to a Formal Solicitation

will not be made available until such time as the City provides notice of a decision or intended decision or within 10 days after bid closing, whichever is earlier. Bid/Proposal results will be tabulated and may be furnished upon request via fax or e-mail to the Sr. Procurement Specialist issuing the Solicitation. Tabulations also are available on the City's Web Site following recommendation for award.

**1.47. INSURANCE** - Within ten (10) days after receipt of Notice of Award, the successful Contractor, shall furnish Evidence of Insurance to the Purchasing Department, if applicable. Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the Special Conditions entitled "Insurance Requirements". The City shall be listed as an "Additional Insured."

Issuance of a Purchase Order is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Solicitation the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Solicitation within fifteen (15) calendar days after receipt Notice of Award, the contractor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder/Proposer may be prohibited from submitting future responses to the City. Information regarding any insurance requirements shall be directed to the Risk Administrator, Department of Risk Management, at 444 SW 2nd Avenue, 9th Floor, Miami, Florida 33130, 305-416-1604.

The Bidder/Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in effect for the duration of the contractual period; including any and all option terms that may be granted to the Bidder/Proposer.

**1.48. INVOICES** - Invoices shall contain purchase order number and details of goods and/or services delivered (i.e. quantity, unit price, extended price, etc); and in compliance with Chapter 218 of the Florida Statutes (Prompt Payment Act).

**1.49. LOCAL PREFERENCE** - City Code Section 18-85, states that the City Commission may offer to a responsible and responsive bidder/proposer, who maintains a Local Office, the opportunity of accepting a bid at the low bid amount, if the original bid amount submitted by the local vendor is not more than ten percent (10%) in excess of the lowest other responsible and responsive bidder/proposer.

**1.50. MANUFACTURER'S CERTIFICATION** - The City reserves the right to request from bidders/proposers a separate Manufacturer's Certification of all statements made in the bid/proposal. Failure to provide such certification may result in the rejection of bid/proposal or termination of contract/agreement, for which the bidder/proposer must bear full liability.

**1.51. MODIFICATIONS OR CHANGES IN PURCHASE ORDERS AND CONTRACTS** - No contract or understanding to modify this Formal Solicitation and resultant purchase orders or contracts, if applicable, shall be binding upon the City unless made in writing by the Director of Purchasing of the City of Miami, Florida through the issuance of a change order, addendum, amendment, or supplement to the contract, purchase order or award sheet as appropriate.

**1.52. NO PARTNERSHIP OR JOINT VENTURE** - Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Miami and Contractor, or to create any other similar relationship between the parties.

**1.53. NONCONFORMANCE TO CONTRACT CONDITIONS** - Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or by other appropriate testing Laboratories as determined by the City. The data derived from any test for compliance with specifications is public record and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at Bidder's/Proposer's expense. These non-conforming items not delivered as per delivery date in the response and/or Purchase Order may result in bidder/proposer being found in default in which event any and all re-procurement costs may be charged against the defaulted contractor. Any violation of these stipulations may also result in the supplier's name being removed from the City of Miami's Supplier's list.

**1.54. NONDISCRIMINATION** –Bidder/Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this formal solicitation. Furthermore, Bidder/Proposer agrees that no otherwise qualified individual shall

solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

In connection with the conduct of its business, including performance of services and employment of personnel, Bidder/Proposer shall not discriminate against any person on the basis of race, color, religion, disability, age, sex, marital status or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

**1.55. NON-EXCLUSIVE CONTRACT/ PIGGYBACK PROVISION** - At such times as may serve its best interest, the City of Miami reserves the right to advertise for, receive, and award additional contracts for these herein goods and/or services, and to make use of other competitively bid (governmental) contracts, agreements, or other similar sources for the purchase of these goods and/or services as may be available.

It is hereby agreed and understood that this formal solicitation does not constitute the exclusive rights of the successful bidder(s)/proposer(s) to receive all orders that may be generated by the City in conjunction with this Formal Solicitation.

In addition, any and all commodities, equipment, and services required by the City in conjunction with construction projects are solicited under a distinctly different solicitation process and shall not be purchased under the terms, conditions and awards rendered under this solicitation, unless such purchases are determined to be in the best interest of the City.

**1.56. OCCUPATIONAL LICENSE** - Any person, firm, corporation or joint venture, with a business location in the City of Miami and is submitting a Response under this Formal Solicitation shall meet the City's Occupational License Tax requirements in accordance with Chapter 31.1, Article I of the City of Miami Charter. Others with a location outside the City of Miami shall meet their local Occupational License Tax requirements. A copy of the license must be submitted with the response; however, the City may at its sole option and in its best interest allow the Bidder/Proposer to supply the license to the City during the evaluation period, but prior to award.

**1.57. ONE PROPOSAL** - Only one (1) Response from an individual, firm, partnership, corporation or joint venture will be considered in response to this Formal Solicitation. When submitting an alternate response, please refer to the herein condition for "Alternate Responses May Be Considered".

**1.58. OWNERSHIP OF DOCUMENTS** - It is understood by and between the parties that any documents, records, files, or any other matter whatsoever which is given by the City to the successful Bidder/Proposer pursuant to this formal solicitation shall at all times remain the property of the City and shall not be used by the Bidder/Proposer for any other purposes whatsoever without the written consent of the City.

**1.59. PARTIAL INVALIDITY** - If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

**1.60. PERFORMANCE/PAYMENT BOND** –A Contractor may be required to furnish a Performance/Payment Bond as part of the requirements of this Contract, in an amount equal to one hundred percent (100%) of the contract price.

**1.61. PREPARATION OF RESPONSES (HARDCOPY FORMAT)** –Bidders/Proposers are expected to examine the specifications, required delivery, drawings, and all special and general conditions. All bid/proposed amounts, if required, shall be either typewritten or entered into the space provided with ink. Failure to do so will be at the Bidder's/Proposer's risk.

**A.** Each Bidder/Proposer shall furnish the information required in the Formal Solicitation. The Bidder/Proposer shall sign the Response and print in ink or type the name of the Bidder/Proposer, address, and telephone number on the face page and on each continuation sheet thereof on which he/she makes an entry, as required.

**B.** If so required, the unit price for each unit offered shall be shown, and such price shall include packaging, handling and shipping, and F.O.B. Miami delivery inside City premises unless otherwise specified. Bidder/Proposer shall include in the response all taxes, insurance, social security, workmen's

compensation, and any other benefits normally paid by the Bidder/Proposer to its employees. If applicable, a unit price shall be entered in the "Unit Price" column for each item. Based upon estimated quantity, an extended price shall be entered in the "Extended Price" column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will be presumed correct.

**C.** The Bidder/Proposer must state a definite time, if required, in calendar days for delivery of goods and/or services.

**D.** The Bidder/Proposer should retain a copy of all response documents for future reference.

**E.** All responses, as described, must be fully completed and typed or printed in ink and must be signed in ink with the firm's name and by an officer or employee having authority to bind the company or firm by his/her signature. Bids/Proposals having any erasures or corrections must be initialed in ink by person signing the response or the response may be rejected.

**F.** Responses are to remain valid for at least 180 days. Upon award of a contract, the content of the Successful Bidder's/Proposer's response may be included as part of the contract, at the City's discretion.

**G.** The City of Miami's Response Forms shall be used when Bidder/Proposer is submitting its response in hardcopy format. Use of any other forms will result in the rejection of the response. IF SUBMITTING HARDCOPY FORMAT, THE ORIGINAL AND THREE (3) COPIES OF THESE SETS OF FORMS, UNLESS OTHERWISE SPECIFIED, AND ANY REQUIRED ATTACHMENTS MUST BE RETURNED TO THE CITY OR YOUR RESPONSE MAY BE DEEMED NON-RESPONSIVE.

**1.62. PRICE ADJUSTMENTS –** Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed on to the City of Miami.

**1.63. PRODUCT SUBSTITUTES -** In the event a particular awarded and approved manufacturer's product becomes unavailable during the term of the Contract, the Contractor awarded that item may arrange with the City's authorized representative(s) to supply a substitute product at the awarded price or lower, provided that a sample is approved in advance of delivery and that the new product meets or exceeds all quality requirements.

**1.64. CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS -** Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Contract.

**1.65. PROMPT PAYMENT –**Bidders/Proposers may offer a cash discount for prompt payment; however, discounts shall not be considered in determining the lowest net cost for response evaluation purposes.

Bidders/Proposers are required to provide their prompt payment terms in the space provided on the Formal Solicitation. If no prompt payment discount is being offered, the Bidder/Proposer must enter zero (0) for the percentage discount to indicate no discount. If the Bidder/Proposer fails to enter a percentage, it is understood and agreed that the terms shall be 2% 20 days, effective after receipt of invoice or final acceptance by the City, whichever is later.

When the City is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

Price discounts off the original prices quoted on the Price Sheet will be accepted from successful bidders/proposers during the term of the contract.

**1.66. PROPERTY -** Property owned by the City of Miami is the responsibility of the City of Miami. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Miami. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City of Miami shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total

loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property, if any.

**1.67. PROVISIONS BINDING** - Except as otherwise expressly provided in the resulting Contract, all covenants, conditions and provisions of the resulting Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

**1.68. 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 response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**1.69. PUBLIC RECORDS** - Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and City of Miami Code, Section 18, Article III, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor's failure or refusal to comply with the provision of this section shall result in the immediate cancellation of this Contract by the City.

**1.70. QUALITY OF GOODS, MATERIALS, SUPPLIES, PRODUCTS, AND EQUIPMENT** - All materials used in the manufacturing or construction of supplies, materials, or equipment covered by this solicitation shall be new. The items bid/proposed must be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in this Solicitation.

**1.71. QUALITY OF WORK/SERVICES** - The work/services performed must be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality except as otherwise specified in this Solicitation.

**1.72. REMEDIES PRIOR TO AWARD (Sec. 18-106)** - If prior to Contract award it is determined that a formal solicitation or proposed award is in violation of law, then the solicitation or proposed award shall be cancelled by the City Commission, the City Manager or the Chief Procurement Officer, as may be applicable, or revised to comply with the law.

**1.73. RESOLUTION OF CONTRACT DISPUTES (Sec. 18-105)**

**(a)** Authority to resolve Contract disputes. The City Manager, after obtaining the approval of the city attorney, shall have the authority to resolve controversies between the Contractual Party and the city which arise under, or by virtue of, a Contract between them; provided that, in cases involving an amount greater than $25,000, the City Commission must approve the City Manager's decision. Such authority extends, without limitation, to controversies based upon breach of Contract, mistake, misrepresentation or lack of complete performance, and shall be invoked by a Contractual Party by submission of a protest to the City Manager.

**(b)** Contract dispute decisions. If a dispute is not resolved by mutual consent, the City Manager shall promptly render a written report stating the reasons for the action taken by the City Commission or the City Manager which shall be final and conclusive. A copy of the decision shall be immediately provided to the protesting party, along with a notice of such party's right to seek judicial relief, provided that the protesting party shall not be entitled to such judicial relief without first having followed the procedure set forth in this section.

**1.74. RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (Sec. 18-104)**

**(a)** Right to protest. The following procedures shall be used for resolution of protested solicitations and awards except for purchases of goods, supplies, equipment, and services, the estimated cost of which does not exceed $25,000.

Protests thereon shall be governed by the Administrative Policies and Procedures of Purchasing.

**1.Protest of Solicitation.**

**i.** Any prospective proposer who perceives itself aggrieved in connection with the solicitation of a Contract

may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within three days after the Request for Proposals, Request for Qualifications or Request for Letters of Interest is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer; or

**ii.** Any prospective bidder who intends to contest the Solicitation Specifications or a solicitation may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within three days after the solicitation is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer.

**2. Protest of Award.**

**i.** A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the proposer of the notice of the City Manager's recommendation for award of Contract, which will be posted on the City of Miami Purchasing Department website, in the Supplier Corner, Current Solicitations and Notice of Recommendation of Award Section. The notice of the City Manager's recommendation can be found by selecting the details of the solicitation and is listed as Recommendation of Award Posting Date and Recommendation of Award To fields. If "various" is indicated in the Recommendation of Award To field, the Bidder/Proposer must contact the buyer for that solicitation to obtain the suppliers name. It shall be the responsibility of the Bidder/Proposer to check this section of the website daily after responses are submitted to receive the notice; or

**ii.** Any actual Responsive and Responsible Bidder whose Bid is lower than that of the recommended bidder may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the bidder of the notice of the city's determination of non responsiveness or non responsibility. The receipt by bidder of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer.

**iii.** A written protest based on any of the foregoing must be submitted to the Chief Procurement Officer within five (5) days after the date the notice of protest was filed. A written protest is considered filed when received by the Chief Procurement Officer.

The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence and shall be accompanied by the required Filing Fee as provided in subsection (f). This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission to the Chief Procurement Officer at the time of filing the protest shall be permitted in the consideration of the written protest.

No time will be added to the above limits for service by mail. In computing any period of time prescribed or allowed by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of the time for filing.

(**b**) Authority to resolve protests. The Chief Procurement Officer shall have the authority, subject to the approval of the City Manager and the city attorney, to settle and resolve any written protest. The Chief Procurement Officer shall obtain the requisite approvals and communicate said decision to the protesting party and shall submit said decision to the City Commission within 30 days after he/she receives the protest. In cases involving more than $25,000, the decision of the Chief Procurement Officer shall be submitted for approval or disapproval thereof to the City Commission after a favorable recommendation by the city attorney and the City Manager.

(**c**) Compliance with filing requirements. Failure of a party to timely file either the notice of intent to file a protest or the written protest, together with the required Filing Fee as provided in subsection (f), with the Chief Procurement Officer within the time provided in subsection (a), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedure set forth in this section

(**d**) Stay of Procurements during protests. Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the Contract until the protest is resolved by the Chief Procurement Officer or the City Commission as provided in subsection (b) above, unless the City Manager makes a written determination that the solicitation process or the Contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

(**e**) Costs. All costs accruing from a protest shall be assumed by the protestor.

(**f**) Filing Fee. The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the Bid or proposed Contract, or $5000.00, whichever is less, which filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Chief Procurement Officer and/or the City Commission, as applicable, the filing fee shall be refunded to the protestor less any costs assessed under subsection (e) above. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings as prescribed by subsection (e) above.

**1.75. SAMPLES -** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, bidder(s)/proposer(s) will be notified to remove samples, at their expense, within 30 days after notification. Failure to remove the samples will result in the samples becoming the property of the City.

**1.76. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES -** Contractor shall not sell, assign, transfer or subcontract at any time during the term of the Contract, or any part of its operations, or assign any portion of the performance required by this contract, except under and by virtue of written permission granted by the City through the proper officials, which may be withheld or conditioned, in the City's sole discretion.

**1.77. SERVICE AND WARRANTY –**When specified, the bidder/proposer shall define all warranty, service and replacements that will be provided. Bidders/Proposer must explain on the Response to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with your response.

**1.78. SILENCE OF SPECIFICATIONS -** The apparent silence of these specifications and any supplemental specification as to any detail or the omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship and services is to be first quality.

All interpretations of these specifications shall be made upon the basis of this statement.

If your firm has a current contract with the State of Florida, Department of General Services, to supply the items on this solicitation, the bidder/proposer shall quote not more than the contract price; failure to comply with this request will result in disqualification of bid/proposal.

**1.79. SUBMISSION AND RECEIPT OF RESPONSES -** Responses shall be submitted electronically via the Oracle System or responses may be submitted in hardcopy format to the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133-5504, at or before, the specified closing date and time as designated in the IFB, RFP, RFQ, or RFLI. NO EXCEPTIONS. Bidders/Proposers are welcome to attend the solicitation closing; however, no award will be made at that time.

**A.** Hardcopy responses shall be enclosed in a sealed envelope, box package. The face of the envelope, box or package must show the hour and date specified for receipt of responses, the solicitation number and title, and the name and return address of the Bidder/Proposer. Hardcopy responses not submitted on the requisite Response Forms may be rejected. Hardcopy responses received at any other location than the specified shall be deemed non-responsive.

**Directions to City Hall:**

FROM THE NORTH: I-95 SOUTH UNTIL IT TURNS INTO US1. US1 SOUTH TO 27TH AVE., TURN LEFT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

FROM THE SOUTH: US1 NORTH TO 27TH AVENUE, TURN RIGHT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

**B.** Facsimile responses will not be considered.

**C.** Failure to follow these procedures is cause for rejection of bid/proposal.

**D.** The responsibility for obtaining and submitting a response on or before the close date is solely and strictly the responsibility of Bidder/Proposer. The City of Miami is not responsible for delays caused by the United States mail delivery or caused by any other occurrence. Responses received after the solicitation closing date and time will be returned unopened, and will not be considered for award.

**E.** Late responses will be rejected.

**F.** All responses are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

**G.** Modification of responses already submitted will be considered only if received at the City before the time and date set for closing of solicitation responses. All modifications must be submitted via the Oracle System or in writing. Once a solicitation closes (closed date and/or time expires), the City will not consider any subsequent submission which alters the responses.

**H.** If hardcopy responses are submitted at the same time for different solicitations, each response must be placed in a separate envelope, box, or package and each envelope, box or package must contain the information previously stated in 1.82.A.

**1.80. TAXES** - The City of Miami is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Bidders/Proposers should be aware of the fact that all materials and supplies which are purchased by the Bidder/Proposer for the completion of the contract is subject to the Florida State Sales Tax in accordance with Section 212.08, Florida Statutes, as amended and all amendments thereto and shall be paid solely by the Bidder/Proposer.

**1.81. TERMINATION** –The City Manager on behalf of the City of Miami reserves the right to terminate this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

**A.** The contractor is determined by the City to be in breach of any of the terms and conditions of the contract.

**B.** The City has determined that such termination will be in the best interest of the City to terminate the contract for its own convenience;

**C.** Funds are not available to cover the cost of the goods and/or services. The City's obligation is contingent upon the availability of appropriate funds.

**1.82. TERMS OF PAYMENT** - Payment will be made by the City after the goods and/or services awarded to a Bidder/Proposer have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. No advance payments of any kind will be made by the City of Miami.

Payment shall be made after delivery, within 45 days of receipt of an invoice and authorized inspection and acceptance of the goods/services and pursuant to Section 218.74, Florida Statutes and other applicable law.

**1.83. TIMELY DELIVERY** - Time will be of the essence for any orders placed as a result of this solicitation. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on their Response. Deliveries are to be made during regular City business hours unless otherwise specified in the Special Conditions.

**1.84. TITLE** - Title to the goods or equipment shall not pass to the City until after the City has accepted the goods/equipment or used the goods, whichever comes first.

**1.85.TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE-** All Responses submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An

exception may be made for "trade secrets."

If the Response contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the Solicitation number and title marked on the outside.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person. By your designation of material in your Response as a "trade secret" you agree to indemnify and hold harmless the City for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the City by reason of any legal action challenging your claim.

**1.86. UNAUTHORIZED WORK OR DELIVERY OF GOODS-** Neither the qualified Bidder(s)/Proposer(s) nor any of his/her employees shall perform any work or deliver any goods unless a change order or purchase order is issued and received by the Contractor. The qualified Bidder(s)/Proposer(s) shall not be paid for any work performed or goods delivered outside the scope of the contract or any work performed by an employee not otherwise previously authorized.

**1.87. USE OF NAME -** The City is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials containing information obtained from this Solicitation are to be mentioned, or imply the name of the City, without prior express written permission of the City Manager or the City Commission.

**1.88. VARIATIONS OF SPECIFICATIONS -** For purposes of solicitation evaluation, bidders/proposers must indicate any variances from the solicitation specifications and/or conditions, no matter how slight. If variations are not stated on their Response, it will be assumed that the product fully complies with the City's specifications.

## 2. Special Conditions

### 2.1. PURPOSE

The purpose of this Solicitation is to establish a contract, for Auction Services, as specified herein, from a source(s) of supply that will give prompt and efficient service fully compliant with the terms, conditions and stipulations of the solicitation.

### 2.2. DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION

Any questions or clarifications concerning this solicitation shall be submitted by email or facsimile to the Purchasing Department, Attn: Yusbel Gonzalez; fax: (305) 400-5104 or email: ygonzalez@ci.miami.fl.us. The solicitation title and number shall be referenced on all correspondence. All questions must be received no later than Wednesday, May 18, 2011 at 5:00 PM. All responses to questions will be sent to all prospective bidders/proposers in the form on an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

### 2.3. SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

This Request for Proposals (RFP) represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately forty five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in the particular procurement and their respective delivery locations are listed in the RFP document.

Please refer to the document titled "Southeast Florida Governmental Purchasing Cooperative" in the Header/Notes and Attachments section of this RFP, in the Oracle Sourcing system. Said document contains the cooperative's operational procedures.

### 2.4. PARTICIPATING SOUTHEAST FLORIDA COOPERATIVE GROUP MEMBER AGENCIES

**CITY OF MIAMI**

- Contact Name: Kenneth Robertson
- Address: 444 S.W. 2 Avenue, 6th Floor, Miami, FL 33130
- Telephone Number: 305-416-1910
- Email Address: krobertson@miamigov.com
- Average Annual Auction Proceeds: $500,000

**CITY OF COCONUT CREEK**

- Contact Name: Dave Santucci
- Address: 4800 W. Copans Rd., Coconut Creek, FL 33063
- Telephone Number: 954-956-1584
- Email Address: dsantucci@coconutcreek.net
- Average Annual Auction Proceeds: $3,000.00

**TOWN OF DAVIE**

- Contact Name: Herb Hyman
- Address: 6591 Orange Drive, Davie, FL 33314
- Telephone Number: 954-797-1016
- Email Address: herb_hyman@davie-fl.gov
- Average Annual Auction Proceeds: $85,000

### 2.5. TERM OF CONTRACT

The proposer(s) qualified to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute a contract ("Contract") with the City, which shall include, but not be limited to, the following terms:

(1) The term of the Contract(s) shall be for three (3) years with an option to renew for three (3) additional one (1) year periods.

(2) The City shall have the option to extend or terminate the Contract.

Continuation of the contract beyond the initial period is a City prerogative; not a right of the bidder/proposer. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

## 2.6. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

(1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.

(2) Availability of funds

## 2.7. CONTRACT EXECUTION

The selected Proposer(s) evaluated and ranked in accordance with the requirements of this Solicitation, shall be awarded an opportunity to negotiate a contract ("Contract") with the City. The City reserves the right to execute or not execute, as applicable a Contract with the selected Proposer(s) that is determined to be most advantageous and in the City's best interest. Such Contract will be furnished by the City, will contain certain terms as are in the City's best interests, and will be subject to approval as to legal form by the City Attorney.

## 2.8. FAILURE TO PERFORM

Should it not be possible to reach the contractor or supervisor and/or should remedial action not be taken within 48 hours of any failure to perform according to specifications, the City reserves the right to declare Contractor in default of the contract or make appropriate reductions in the contract payment.

## 2.9. INSURANCE REQUIREMENTS

INDEMNIFICATION

Bidder shall pay on behalf of, indemnify and save City and its officials harmless, from and against any and all claims, liabilities, losses, and causes of action, which may arise out of bidder's performance under the provisions of the contract, including all acts or omissions to act on the part of bidder, including any person performing under this Contract for or on bidder's behalf, provided that any such claims, liabilities, losses and causes of such action are not attributable to the negligence or misconduct of the City and, from and against any orders, judgments or decrees which may be entered and which may result from this Contract, unless attributable to the negligence or misconduct of the City, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim, or the investigation thereof.

The bidder shall furnish to City of Miami, c/o Purchasing Department, 444 SW 2nd Avenue, 6th Floor, Miami, Florida 33130, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

**(1) Worker's Compensation**

A. Limits of Liability - Statutory - State of Florida

**Employer's Liability**

A. Limits of Liability

$100,000 for bodily injury caused by an accident, each accident

$100,000 for bodily injury caused by disease, each employee

$500,000 for bodily injury caused by disease, policy limit

(2) **Commercial General Liability**:

A. Limits of Liability

Bodily Injury and Property Damage Liability - Each Occurrence: $1,000,000

General Aggregate Limit: $2,000,000

Personal and Advertising Injury: $1,000,000

Products and Completed Operations: $1,000,000

B. Endorsements Required:

City of Miami included as an Additional insured. Employees included as insured. Contingent and Contractual Liability. Primary Insurance Clause.

(3) **BusinessAutomobile Liability**

A. Limits of Liability

Bodily Injury and Property Damage Liability Combined Single Limit. Any Auto, including hired, borrowed or non-owned autos used in connection with the work - $1,000,000

B. Endorsements Required:

City of Miami included as an Additional Insured

(4) **Professional Liability/Errors and Omissions Coverage**

Combined Single Limit, Each Claim: $300,000

General Aggregate Limit, Retro Date: $300,000

(5) **Personal Property of Others (if applicable): TBA**

**BINDERS ARE UNACCEPTABLE.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the bidder.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and/or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

**The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer in accordance to policy provisions.**

NOTE: CITY RFP NUMBER AND/OR TITLE OF RFP MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the bidder of his liability and obligation under this section or under any other section of this Agreement.

**--If insurance certificates are scheduled to expire** during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of ten (10) calendar days in advance of such expiration.

**--In the event that expired certificates are not replaced** with new or renewed certificates which cover the contractual period, the City shall:

(1) Suspend the contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the Invitation To Bid.

(2) The City may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Bidder in conjunction with the General and Special Terms and Conditions of the Bid.

The Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Bidder.

## 2.10. CONTRACT ADMINISTRATOR

Upon award, contractor shall report and work directly with Kenneth Robertson, who shall be designated as

the Contract Administrator.

## 2.11. USE OF PREMISES

The contractor shall confine his/her equipment, apparatus, the storage of materials, and the operation of his/her workmen to the limits indicated by law, ordinances, permits, or direction of the project manager, and shall not unreasonably encumber the premises with his/her materials. The contractor shall take all measures necessary to protect his own materials.

## 2.12. DAMAGES TO PUBLIC/PRIVATE PROPERTY

The contractor shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the contractor, at his/her expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed one month from date damage was done).

## 2.13. TERMINATION

### A. FOR DEFAULT

If Contractor defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Miami. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Miami.

### B. FOR CONVENIENCE

The City Manager may terminate this Contract, in whole or in part, upon 30 days prior written notice when it is in the best interests of the City of Miami. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Miami the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Miami shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

## 2.14. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the bidder's/proposer's authorized signature affixed to the bidder's/proposer's acknowledgment form attests to this.

## 2.15. PRIMARY CLIENT (FIRST PRIORITY)

The successful bidder(s)/proposer(s) agree upon award of this contract that the City of Miami shall be its primary client and shall be serviced first during a schedule conflict arising between this contract and any other contract successful bidder(s)/proposer(s) may have with any other cities and/or counties to perform similar services as a result of any catastrophic events such as tornadoes, hurricanes, severe storms or any other public emergency impacting various areas during or approximately the same time.

## 2.16. CHANGES/ALTERATIONS

Proposer may change or withdraw a Proposal at any time **prior to** Proposal submission deadline; however, no oral modifications will be allowed. Written modifications shall not be allowed following the proposal deadline.

## 2.17. PRICE/COMPENSATION PROPOSAL

Each Proposer shall use the "Price/Compensation Proposal" document to submit its price proposal. Said document is located in the Header/Notes and Attachments section of this RFP, in the Oracle Sourcing system. The City reserves the right to add or delete any service, at any time. Should the City determine to add an additional service for which pricing was not previously secured, the City shall seek the Successful Proposer to provide reasonable cost(s) for same. Should the City determine the pricing unreasonable, the City reserves the right to negotiate cost(s) or seek another vendor for the provision of said service(s).

***Failure to submit price/compensation proposal as required and at time of proposal submittal shall disqualify Proposer from consideration.***

## 2.18. EVALUATION/SELECTION PROCESS AND CONTRACT AWARD

The procedure for response evaluation, selection and award is as follows:

(1) Solicitation issued.

(2) Receipt of responses

(3) Opening and listing of all responses received

(4) Purchasing staff will review each submission for compliance with the submission requirements of the Solicitation, including verifying that each submission includes all documents required.

(5) An Evaluation Committee, appointed by the City Manager, comprised of appropriate City Staff and members of the community, as deemed necessary, with the appropriate technical expertise and/or knowledge, shall meet to evaluate each response in accordance with the requirements of this Solicitation and based upon the evaluation criteria as specified herein.

(6) The Evaluation Committee reserves the right, in its sole discretion, to request Proposers to make oral presentations before the Committee as part of the evaluation process. The presentation may be scheduled at the convenience of the Evaluation Committee and shall be recorded.

(7) The Evaluation Committee reserves the right to rank the Proposals and shall submit its recommendation to the City Manager for acceptance. If the City Manager accepts the Committee's recommendation, the City Manager's recommendation for award* of contract will be posted on the City of Miami Purchasing Department website, in the Supplier Corner, Current Solicitations and Notice of Recommendation of Award Section. The notice of the City Manager's recommendation can be found by selecting the details of the solicitation and is listed as Recommendation of Award Posting Date and Recommendation of Award To fields. If "various" is indicated in the Recommendation of Award To field, the Bidder/Proposer must contact the buyer for that solicitation to obtain the suppliers name. The City Manager shall make his recommendation to the City Commission requesting the authorization to negotiate and/or execute an agreement with the recommended Proposer(s). No Proposer(s) shall have any rights against the City arising from such negotiations or termination thereof.

(8) The City Manager reserves the right to reject the Committee's recommendation, and instruct the Committee to re-evaluate and make another recommendation, reject all proposals, or recommend that the City Commission reject all proposals.

(9) The City Commission shall consider the City Manager's and Evaluation Committees' recommendation(s) and, if appropriate and required, approve the City Manager's recommendation(s). The City Commission may also reject any or all response.

(10) If the City Commission approves the recommendations, the City will enter into negotiations with the selected Proposer(s) for a contract for the required services. Such negotiations may result in contracts, as deemed appropriate by the City Manager.

(11) The City Commission shall review and approve the negotiated Contract with the selected Proposer(s).

*Note:* Award shall be made to the responsive and responsible proposer(s) whose proposal is most advantageous to the City as determined by the City Commission in accordance with the evaluation criteria contained in the RFP. Award of contract may result in a split award, with one proposer providing On-Site Auction Services (Group 1) and the other proposer providing Internet Auction Services (Group 2).

## 2.19. ADDITIONAL SERVICES

Services not specifically identified in this request may be added to any resultant contract upon successful negotiation and mutual consent of the contracting parties.

## 2.20. RECORDS

During the contract period, and for a least five (5) subsequent years thereafter, Successful Proposer shall provide City access to all files and records maintained on the City's behalf.

## 2.21. TRUTH IN NEGOTIATION CERTIFICATE

Execution of the resulting agreement by the Successful Proposer shall act as the execution of truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of the resulting Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which City determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

## 3. Specifications

### 3.1. SPECIFICATIONS/SCOPE OF WORK

**BACKGROUND**

The City of Miami, Florida currently holds auctions on-site on an as needed basis throughout the year (approximately 3-4 auctions annually). The items auctioned range from automobiles (surplus and confiscated/found), trucks, fire-fighting equipment and vehicles, heavy equipment, boats, work equipment, personal and mainframe computers, office equipment, furniture, jewelry, electronics, miscellaneous police confiscated items and found property.

The intent and purpose for this Request for Proposals is to obtain the services of a professional auctioneering firm's to provide on-site and/or internet auction services. **Proposers may submit a proposal for either On-Site Auction Services (Group 1), Internet Auction Services (Group 2) or both (Group 1 and Group 2).**

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 large buyers on file. Both of these considerations, the City believes, will increase the average item price and total auction sales and will be considered in determination of award.

**CONTRACTOR REQUIREMENTS**

Contractor shall conduct said public auction of property in accordance with the following requirements:

- Sale will be open to the general public and there will be no fee to participate as a potential buyer.
- Auctions shall be advertised in a newspaper of general circulation in each Agencies local area at least once a minimum of ten (10) days prior to the auction date. Size and frequency to be determined prior to placement of ads. Cost for this advertising is assumed by the Contractor.
- The Contractor will list the Agencies auction dates on the Contractor's brochures which will be mailed to the Contractor's buyer's lists. The Contractor shall also advertise and promote the Agencies auctions by mailing flyers to the Agencies mailing list. In addition, the contractor shall be required to advertise the Agency's auction on the Contractor's internet website, a minimum of one (1) month prior to the auction date at the Contractor's expense.
- All bidders shall be required to register prior to the auction in order to receive a bidder's number. Bidders shall be allowed to sign up and view the items available a minimum of two (2) hours prior to the auction time. Terms of sale are cash, cashier's check, or approved business/personal check. Bidders shall utilize their driver's license for the required bidder information in order to receive a bidder card.
  - *Note: A reasonable refundable registration fee may be utilized to deter bidders from walking away from their purchases. Proposers shall indicate in their proposal submission the anticipated refundable registration fee, if any.*
- Contractor shall provide all necessary labor to register bidders.
- Sale of personal property may be made only to the highest responsible bidder.
- Unless otherwise directed by the Agency, unsold vehicles and equipment will be rescheduled and attempted to be sold at the next available auction.
- It is anticipated that the net proceeds due the Agency will be paid within ten (10) working days after the auction is completed.

**LABOR, EQUIPMENT, AND SERVICES TO BE PROVIDED BY THE CONTRACTOR**

**Contractor shall provide sufficient and complete staff of experienced, licensed auctioneers, registration and computer personnel to:**

- Enter bidder's data and auction sales as they occur
- Lot equipment
- Secure sale items during auction and throughout checkout process

**Contractor shall utilize a computer system to:**

- Promptly and accurately record the activities of the auction
- Software shall save each transaction as it is entered. 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

**Contractor shall provide computer generated reports which shall include the following:**

- Entry of each lot with lot number, description and Agency Account/Division Code(s), or separate account identifying each participating Agency
- Entry of each registered buyer with buyer number, name, address, telephone number and dealer/tax status
- Entry of each lot sold including lot number, buyer number and price
- Produce and print a buyer's invoice (Bill of Sale) including buyer's number, name, address, telephone number, lot numbers purchased with description and selling price. Tax due (**if applicable**) and invoice total
- List of buyers registered
- List of active buyers only
- Lots sold
- Lots sold by Agency category (i.e., surplus, confiscated)
- Lots sold by Agency
- Summary by Agency category
- Summary by Agency
- Overall summary, including sales tax by Agency
- Lots sold by Buyer

**Contractor shall keep a computer copy of all of the entries of the sale on secure electronic media for the term of the contract, and five (5) years after termination of contract.**

**Contractor shall provide / be responsible for:**

- Form for Registration of bidders with identification information
- Bidder Cards
- Bidders Contract form containing the terms and conditions of the sale with an assigned bidder number.
  - *Note:* All bidders shall sign this form. This form will be kept by the Agency. This form may be combined with the bidder registration form and shall have the assigned bidder number referenced.
- Public address system
- Recording (video or audio) of the entire auction
- Copies of the recording shall be turned over to the Agency at the end of the auction
- Computers, printers, extension cords and any other required equipment shall be provided by the contractor
- Assigning a "Lot" number to items for sale and printing the bidder catalog. The City will provide a listing of equipment to be sold a minimum of ten (10) days prior to the auction date.

**Contractor shall be responsible for coordination of all auction activities including:**

- Offer suggestions, on a timely basis, for maximizing sale value of items
- Auctioneer or project manager shall attend at a minimum, one Auction meeting quarterly with Agency Staff
- Agency will provide Contractor an inventory list(s). The Agency 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
- Contractor shall tag all items for sale the day before the auction
- Contractor shall handle any disputes that arise during the auction and shall ask for the assistance of the Purchasing Project Manager if required for resolution

The City will provide security for the cashiering activities. However, Contractor shall be responsible for providing sufficient staff for the protection of property received by the Contractor (during the auction and checkout process) as well as for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other natural disasters) or vandalism.

## AGENCY REQUIREMENTS

**In the operation of this agreement, each Agency shall be responsible for the following:**

- Submit to Contractor a list of property. It is understood that minor changes in said list may be submitted to Contractor at any time prior to one (1) week in advance of the auction
- Maintain any records considered necessary by the Agency, other than those provided by the Contractor
- Agency shall provide the Certificate(s) of Ownership and all other documents necessary to effect transfer of title for motor vehicles, trailers, and vehicle equipment. At the opinion of Contractor, vehicles may not be offered at auction unless the Certificate of Ownership and all other documents necessary to do a transfer of title for motor vehicles, trailers, and vehicle equipment are submitted at least five (5) days prior to sale

## INTERNET AUCTIONS

**The Proposer may include in their proposal their methodology (if any) for auctioning through the use of the Internet. The proposal should explain:**

- History/experience with Internet auctioning
- Site references
- Method of contacting buyers (buyer database)
- Information available to potential buyers (data, photos, etc.)
- Method of collection of data and photo of sale items
- Method of auctioning (set minimums, deadline date and time, modified deadlines, etc.)
- Site structure (dedicated page, shared)
- Location of sale items (agency site or contractor's site, pickup method, etc.)
- Method of payment for sale items (directly to agency or to contractor)

## 4. Submission Requirements

### 4.1. SUBMISSION REQUIREMENTS

Proposers shall carefully follow the format and instruction outlined below, observing format requirements where indicated. Proposals should contain the information itemized below and in the order indicated. This information should be provided for the Proposer and any sub-consultants to be utilized for the work contemplated by this Solicitation. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

**The response to this solicitation shall be presented in the following format. Failure to do so may deem your Proposal non-responsive.**

**RESPONSES SHALL BE SUBMITTED IN HARD COPY FORMAT ONLY.**

**Proposer must submit one (1) original hardcopy response along with five (5) copies. Additionally, Proposer shall include one (1) copy on CD-ROM in PDF format.**

**Proposer shall clearly indicate whether a proposal is being submitted for On-Site Auction Services (Group 1), Internet Auction Services (Group 2), or BOTH (Group 1 and Group 2).**

**1. COVER PAGE**

The Cover Page should include the Proposer's name; Contact Person for the RFP; Firm's Liaison for the Contract; Primary Office and Facility Location; Local Business Address, if applicable; Business Phone, Fax Number, and Email addresses; Title of RFP; RFP Number; Federal Employer Identification Number or Social Security Number.

**2. TABLE OF CONTENTS**

The table of contents should outline, in sequential order, the major sections of the proposal as listed below, including all other relevant documents requested for submission. All pages of the proposal, including the enclosures, should be clearly and consecutively numbered and correspond to the table of contents.

**3. 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. 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 (2) pages in length.

**4. PROFESSIONAL EXPERIENCE AND QUALIFICATIONS**

Professional experience and qualifications of the firm(s)/individual(s) who will provide the services. The submission shall 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. The above mentioned may only be changed with the express prior written permission of the City of Miami. The City of Miami reserves the right to approve or reject replacements.*

• Minimum of six (6) references of auctions performed, with a minimum of three (3) references being for a government entity within the past two years (Preferably in South Florida). Reference list shall include government entities that are similar to the City of Miami. List shall include a brief description of similar accounts and size, satisfactorily completed by Proposer, identified in the proposal with location, dates of contracts, names, addresses, phone numbers, auction dates, summary of items auctioned, advertising budget and number of registered bidders.

• List of equipment and staff available to do the work on the day of the auction (include number of data entry staff for registering bidders, cashiers, title clerks, etc.).

• Number of years organization has been in business.

• Number of years of experience Proposer (person, principal of firm, owner) has had in the operation of the services required by the Scope of Work of the RFP.

• Number of years of experience Proposer (firm, corporation, proprietorship) has had in the operation of the services required by the Scope of Work of the RFP.

• Summary of advertising media that will be used for City's auctions and/or other methods that are of **no charge** to the City.

• Identify how mailing database is categorized and how bidders will be chosen to receive information for the City of Miami auction. Proposer shall also give an estimated number of bidders, interested in City auctions, which would be mailed a notice.

• Sample of terms of sale information that is provided to bidders at time of registration (attach a sample).

• A list of those persons who will have a management or senior position working with the City, if Proposer is awarded a contract. List name, title or position, and project duties. A resume or summary of experience and qualifications must accompany proposal.

• Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest.

- List all pending lawsuits which are concerned directly with the staff or part of Proposer's organization.
- List all judgments from lawsuits in the last five (5) years which are concerned directly with the staff or part of Proposer's organization.

• Experience Record: Attach a list of references who may be contacted to ascertain information on past and/or present contracts as required by the Scope of Work. List of references shall include the address, phone number(s), e-mail address, and contact persons within each organization.

## 5. METHODOLOGY AND OVERALL APPROACH TO SCOPE OF WORK

Proposer shall explain the Scope of Work as understood by the proposer and detail the approach to preparing for and providing an auction, in accordance with the Scope of Work. Include details on:

• Description or plan of operations which demonstrate an understanding of and the capability to assume responsibility to publicly auction Agency equipment/materials. The plan should detail methods of preparing merchandise for, advertising, conducting, and accounting for a sale.

• Frequency and dates of sales

• Ability to advertise and draw adequate public attendance at auctions. It is anticipated that the Successful Proposer will print brochures and advertise the public auction appropriately

• Procedures to physically arrange set up and conduct public auctions

• Records provided to the City and retained by the Successful Proposer

• Procedures to collect and remit funds to the Agency providing normal schedule for the receipt of funds

## 6. PRICE/COMPENSATION PROPOSAL

Each Proposer shall use the "Price/Compensation Proposal" document to submit its' price proposal. Said document is located in the Header/Notes and Attachments section of this RFP, in the Oracle Sourcing system. Proposer shall, as its sole compensation for services provided, receive commission based on a fixed percentage of gross sales proceeds generated from the auction (not to include sales tax) or a fixed percentage buyer's premium. *Proposers are not allowed to propose a combination of commission and buyers premium*. Successful Proposer(s) shall submit an invoice to the City based on their percentage commission charge or deduct the buyer's premium from the gross sales proceeds.

## 7. AVAILABILITY

Indicate current and anticipated workloads and availability. 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.

## 8. OTHER

Provide a summary of any litigation filed against the proposer in the past three (3) 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.

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. Submit occupational license/business tax receipt from Entity where business is located.

## 9. ADDITIONAL INFORMATION

Any additional information which the proposer considers pertinent for consideration should be included in a separate section of the proposal. Furthermore, Proposer shall provide a statement about why the proposer feels its approach or equipment would be the most cost effective to the City.

## 5. Evaluation Criteria

### 5.1. EVALUATION CRITERIA

Proposals shall be evaluated based upon the following criteria and weight:

- Evidence of the ability, understanding of required services, capacity & skill of firm to perform, including timeliness, stability, availability, marketing efforts and location - **Maximum 20 points**
- Quality, depth, and scope of response to proposal - **Maximum 10 points**
- Successful governmental experience & background in similar services - **Maximum 15 points**
- Background, qualifications & experience of personnel assigned to the project. - **Maximum 15 points**
- Capabilities of proposer's software to process transactions expediently for reporting and checkout. - **Maximum 15 points**
- Price/Compensation - **Maximum 25 points**

**Total: 100 points**

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

## Cooperative Purchasing:

The Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately forty five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in the particular procurement and their respective delivery locations are listed in the document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- Each participating governmental entity will be responsible for awarding a contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting form this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

**"WORKING TOGETHER TO REDUCE COSTS"**

# City of Miami

KENNETH ROBERTSON
Chief Procurement Officer

TONY E. CRAPP, JR.
City Manager

# ADDENDUM NO. 1

**RFP No. 270254 MAY 23, 2011**

## Request for Proposals (RFP) for Auction Services

**TO: ALL PROSPECTIVE PROPOSERS:**

The following changes, additions, clarifications, and deletions amend the RFP documents of the above captioned RFP, and shall become an integral part of the Contract Documents. **Words and/or figures stricken through shall be deleted.** Underscored words and/or figures shall be added. The remaining provisions are now in effect and remain unchanged. Please note the contents herein and reflect same on the documents you have on hand.

Section 3.1, Specifications/Scope of Work, of the RFP has been amended as follows:

**BACKGROUND**
The City of Miami, Florida currently holds auctions on-site on an as needed basis throughout the year (approximately 3-4 auctions annually). The items auctioned, on-site and on-line, range from automobiles (surplus and confiscated/found), trucks, fire-fighting equipment and vehicles, heavy equipment, boats, work equipment, personal and mainframe computers, office equipment, furniture, jewelry, electronics, miscellaneous police confiscated items and found property.

**Q1: The above mentioned RFP states that the proposer shall furnish an insurance certificate listing the City of Miami as the certificate holder and as an additional insured. This is normally provided upon award of a contract.**

**Would it be acceptable to provide a sample of such a document that shows proof of insurance but does not name the City, understanding that if awarded a contract, Prospective Proposer would add the City of Miami as an additional insured and produce the required document in a timely manner?**

**A1:** Yes, the above mentioned will be accepted by the City. Pursuant to Section 1.47, Insurance, the following requirement is stated:

> *"Within ten (10) days after receipt of Notice of Award, the successful Contractor, shall furnish Evidence of Insurance to the Purchasing Department, if applicable. Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the Special Conditions* [Section 2.9] *entitled "Insurance Requirements". The City shall be listed as an "Additional Insured."*

As explained above, the Awarded Proposer will not be required to submit evidence of insurance (via Certificate of Insurance) until after receipt of Notice of Award. Prospective Proposers are *not* required to submit a Certificate of Insurance, showing the City of Miami as an additional certificate holder and insured, at the time of Proposal submittal.

**Q2:** **Will the City accept a proposal for Surplus Property, with the On Line component only? Prospective Proposer has three (3) different services, but two (2) of them that relate to vehicles and Heavy Equipment, carry a Commission % and Buyer's Premium so Prospective Proposer is precluded from submitting a proposal on those.**

**A2:** Yes. The City of Miami will accept a proposal response for Group 2 – Internet Auction Services only. Pursuant to Section 3.1, Specifications/Scope of Work, of the RFP, the following is stated under "**BACKGROUND**", in the second paragraph:

> *"The intent and purpose for this Request for Proposals is to obtain the services of a professional auctioneering firm's to provide on-site and/or internet auction services.* ***Proposers may submit a proposal for either On-Site Auction Services (Group 1), Internet Auction Services (Group 2) or both (Group 1 and Group 2)."***

As explained above, Prospective Proposers may choose to submit a proposal response for Group 1 **and/or** Group 2.

**Q3:** **As Prospective Proposer advances forward in the reading the requirements of the RFP, there are parts of the RFP that Prospective Proposer cannot submit a proposal response for, due to Commission and Buyer's premium Prospective Proposer charges on certain Services. Prospective Proposer would like to know if the City will accept a Proposer Response for On Line Auction Services for surplus property, but that excludes the auction of vehicles on-line?**

**A3:** No. The City will not accept a Proposal Response for On-Line Auction Services, which excludes the auctioning of vehicles on-line.

Pursuant to Section 3.1, Specifications/Scope of Work, of the RFP, the following is stated under "**BACKGROUND**", in the first paragraph (as revised via this Addendum):

> *The City of Miami, Florida currently holds auctions on-site on an as needed basis throughout the year (approximately 3-4 auctions annually). The items auctioned on-site and on-line range from automobiles (surplus and confiscated/found), trucks, fire-fighting equipment and vehicles, heavy equipment, boats, work equipment, personal and mainframe computers, office equipment, furniture, jewelry, electronics, miscellaneous police confiscated items and found property.*

As shown above, the items auctioned include automobiles (surplus and confiscated/found), trucks, fire-fighting equipment and vehicles. The City shall have the right to choose whether the items will be auctioned on-site or on-line.

**Q4:** **Does the City of Miami require that the letter of transmittal be signed in ink by an authorized or will the City accept a digital signature?**

**A4:** The Letter of Transmittal shall be signed in ink by the authorized agent of the Proposer. A digital signature will not be accepted.

**Q5:** **Section 2.9 of the RFP outlines insurance requirements for the contract. If a proposal is submitted exclusively for Group 2 – Internet Auction Services, the resultant contract would not call for a contractor to have employees, operate vehicles or have any physical presence within the State of Florida whatsoever. Would comparable general commercial liability, errors and omissions and worker's compensation required by a contractor's state of incorporation be acceptable in this case?**

**A5:** A Prospective Proposer who submits a proposal response exclusively for Group 2 – Internet Auction Services, will not be required to provide the City of Miami with Business Automobile Liability and Worker's Compensation insurance coverage. However, Prospective Proposer will be required to provide Commercial General Liability and Professional Liability/Errors and Omissions Coverage. *Please note that this latter exception applies only to Prospective Proposers who submit a proposal response exclusively for Group 2 – Internet Auction Services.*

**Q6:** **Prospective Proposer only performs Internet Auctions for governments.**

**Question: Are Internet Auction Companies only responsible for responding to the Internet Auctions section as displayed below on page 33 of 37 of the RFP?**

INTERNET AUCTIONS
**The Proposer may include in their proposal their methodology (if any) for auctioning through the use of the Internet. The proposal should explain:**
- **History/experience with Internet auctioning**
- **Site references**
- **Method of contacting buyers (buyer database)**
- **Information available to potential buyers (data, photos, etc.)**
- **Method of collection of data and photo of sale items**
- **Method of auctioning (set minimums, deadline date and time, modified deadlines, etc.)**
- **Site structure (dedicated page, shared)**
- **Location of sale items (agency site or contractor's site, pickup method, etc.)**
- **Method of payment for sale items (directly to agency or to contractor)**

**A6:** Prospective Proposers submitting a response under this RFP, shall carefully follow the requirements stipulated in Section 4, Submission Requirements, of the RFP.

Each of the points listed under "Internet Auctions" in page 33 of 37 of the RFP, shall be addressed by the Prospective Proposer in the "Methodology and Overall Approach to Scope of Work" section of its proposal response.

**Q7:** **What is the current commission for the City's live auctions and are there any other fees being charged other than the commission?**

**A7:** The current commission for the City's on-site auctions is a 7% Buyer's Premium. There are no additional fees being charged.

**Q8:** **What is the current commission for the City's internet auctions and are there any other fees being charged other than the commission?**

**A8:** The current commission for the City's internet auctions is a 7% Buyer's Premium. There are no other additional fees being charged.

**Q9:** **Regarding the insurance requirements, are these requirements for the live auction portion only?**

**A9:** The Insurance Requirements shown in Section 2.9 of the RFP are applicable to both On-Site and Internet Auction Services. However, the City has made exceptions for Prospective Proposers that submit a Proposal response only for Group 2 – Internet Auction Services. For details, please refer to the answer posted in this addendum for Question # 5.

**Q10:** **If a vendor chooses to bid the online auction option only, they would never be on City property, so the City of Miami would not need to be named as an additional insured.**

**A10:** Please refer to the answer posted in this addendum for Question # 5. Furthermore, the Successful Proposer will be required to add the City as an additional insured under its Commercial General Liability insurance policy.

**Q11:** **If the City of Miami requires the vendor for online auctions only to add the City as an additional insured on its policy, can the City please explain the reason why?**

**A11:** The City of Miami requires the Successful Proposer to add the City as an additional insured to protect the City against any possible law suits, against the City, that may occur as a result of the Successful Proposer's negligence in the performance of services under this contract.

**ALL OTHER TERMS AND CONDITIONS OF THE RFP REMAIN THE SAME.**

Sincerely,

Kenneth Robertson
Director/Chief Procurement Officer

KR/ yg
Cc: RFP File

# "EXHIBIT B"

# PROPOSAL

**(Proposal to follow this cover page)**

RENE' BATES AUCTIONEERS, INC.

Contact Person for RFP - Sheryl Bates

Contract Liaison - Sheryl Bates

Business Address - 4660 County Road 1006, McKinney, Texas 75071

Business Phone - 972.548.9636

Business Fax - 972.542.5495

Email Address - sheryl@renebates.com

RFP Number - 270254

RFP Name - Auction Services

Federal EIN - 75-1718382

**Rene' Bates Auctioneers, Inc. is submitting a proposal for Internet Auction Services (Group 2) ONLY.**

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May 30, 2011

City of Miami, Florida
3500 Pan American Drive
Miami, Florida 33133

Re: RFP No. 270254 - Request for Proposals for Auction Services
RFP closing Date/Time: June 2, 2011 @ 11:00:00

RENÉ BATES
AUCTIONEERS, INC.
4660 CR 1006
McKinney, Texas 75071-6614
(972) 548-9636
www.renebates.com
rbai@renebates.com

To Whom It May Concern:

Thank you for the opportunity to submit a proposal for your RFP No. 270254 for Auction Services. We are submitting a proposal for (Group 2) Internet Auction Services only. This proposal is being made without collusion with any other person or entity submitting a proposal pursuant to this RFP. All persons authorized to make representations for Rene' Bates Auctioneers, Inc. will be listed below and will include titles, addresses and phone number of each person. Those same persons are all that are interested in this proposal as principals.

Rene' Bates Auctioneers, Inc. (RBAI) has been conducting traditional, live auctions since 1966. We have worked extensively in Florida, and especially South Florida, since 1976. We have been the auction company for the City of Fort Lauderdale, FL since 1976. In 2008, we started selling exclusively online for Fort Lauderdale and continue to this date. In 1999, we conducted the first successful online auction for Volusia County, Florida. Since that time, our experience and number of clients in this area has continued to increase at a phenomenal rate. We have many clients in Florida including Broward Sheriff's Office, City of Deerfield Beach, Brevard County and many others. We have been conducting live and internet auctions since 1966 (longer than any of our competitors) and our website traffic is generated and validated by solid, proven, interested buyers; and our extensive buyer database has been amassed from years of conducing municipal auctions.

Since 1966, we have conducted thousands of auctions selling in excess of a billion dollars in assets for our clients. Our auction company is focused on municipalities, (large and small), counties, school districts, colleges, special districts, utility companies, airports, financial institutions, sheriff and narcotic task forces and MUDD districts and others. Not only do we have the experience of selling for clients just like the City of Miami, Florida since 1966, we continue on a daily basis to prove our experience in this area by obtaining the highest results for our clients on a continual basis.

In addition to the knowledge our company has in the auction business, we have been involved in various purchasing organizations (many since the early 1970's). Our involvement and associations that we have made through these organizations

keep us up to date on purchasing laws as they change and assist us in ensuring that we are always looking out for our client's best interest.

We are a licensed auction company and all our principals are licensed auctioneers in the State of Florida. In addition, we are very familiar with the collecting and remitting of sales tax for Florida and will ensure that your sale is always conducted legally and that your sales tax is remitted to the state on a monthly basis.

The experience and qualifications of Rene' Bates Auctioneers, Inc. will ensure that the City receives the most return for their surplus assets. The sheer number of successful auctions conducted, in addition to the number of dollars generated, coupled with the vast number of entities that we work for prove that our experience in this area cannot be exceeded.

You are welcome to contact, not only our references, but any of the entities for which we are conducting online auctions. Also, we would ask that you compare our **website, experience and knowledge** of, not only online auctions, **but the municipal auction business period**, with any auction company out there. We bring 45 years of experience in the municipal auction industry to you; something that is unequalled by the majority of companies in this business.

Thank you again for the opportunity to submit this proposal for your Auctioneering Services.

Sincerely,

Sheryl Bates
President

The principals of our company are:
Rene' Bates - Vice President & Owner; 4660 County Road 1006, McKinney, Texas 75071; Phone 972.548.9636
Sheryl Bates - President & Owner; 4660 County Road 1006; McKinney, Texas 75071; Phone 972.548.9636
Michelle R. Bates - Vice President; 4660 County Road 1006, McKinney, Texas 75071; Phone 972.548.9636

## 4. Professional Experience and Qualifications

We are submitting information for Group 2 - Internet Auctions only. This section will include information requested on Page 33 under Internet Auctions heading. In addition, we will include references and advertising information.

The Proposer may include in their proposal their methodology for auctioning through the use of the Internet. The proposal should explain:
History/experience with Internet Auctioning
Site References
Method of contacting buyers (buyer database)
The remainder of the items requested on Page 33 under the Internet Auctions heading will be included in Section 5 that follows.

**Number of years the organization has been in business:**

45 Years
Rene' Bates Auctioneers, Inc.
4660 County Road 1006
McKinney, Texas 75071
**www.renebates.com**

Rene' Bates Auctioneers, Inc. has been in the municipal auction business since 1966. We have been conducting online auctions since 1999.

**Number of years of experience the proposer (person or principal) has had in the operation of the services required by the Scope of Work of this RFP.**

45 Years

**Number of years of experience the Proposer (firm or corporation) has had in the operation of the services required by the Scope of Work of this RFP.**

45 Years

**Provide a minimum of six references of auctions performed, with a minimum of three being for a government entity within the past two years (preferably in South Florida). We have conducted auctions in the past two years for all of the references listed below.**

**CITY OF FORT LAUDERDALE, FLORIDA**
**Live Client since 1976; Online Client since 2000**
**Mr. Kirk Buffington - 954.828.5145; kbuffington@fortlauderdale.gov**
**100 N. Andrews Avenue, Fort Lauderdale, FL 33301**

BREVARD COUNTY, FLORIDA
Live Client since 1986; Online client since 2003
Ms. Cheryl Pramuk - 321.264.5326; cheryl.pramuk@brevardcounty.us
700 Park Avenue, Titusville, FL 32780

BROWARD SHERIFF'S OFFICE, FLORIDA
Online Client since 2008
Ms. Donna Rockfeld - 954.831.8170; donna_council@sheriff.org
2601 W. Broward Blvd., Fort Lauderdale, FL 33311

CITY OF DEERFIELD BEACH, FLORIDA
Live Client since 1979; Online client since 2001
Ms. Jessica Gamble - 954.480.4381; jgamble@deerfield-beach.com
401 Southwest 4th Street, Deerfield Beach, FL 33441

CITY OF DANIA BEACH, FLORIDA
Online Client since 2005
Ms. Nanci Denny - 954.924.6800; ndenny@ci.dania-beach.fl.us
100 W. Dania Beach, Dania Beach, FL 33004

CITY OF HOMESTEAD, FLORIDA
Online Client since 2001
Ms. Debbie Moore - 305.224.4628; dmoore@cityofhomestead.com
790 N. Homestead Blvd., Homestead, FL 33030-6299

CITY OF NORTH MIAMI BEACH, FLORIDA
Online Client since 2010
Mr. Brian O'Connor - 305.948.2946; brian.oconnor@citynmb.com
17011 NE 19 Avenue, Suite 315, North Miami Beach, FL 33162

CITY OF OAKLAND PARK, FLORIDA
Live Client since 1990; Online Client since 2001
Ms. Maggie Turner - 954.561.6105; maggiet@oaklandparkfl.org

CITY OF SUNRISE, FLORIDA
Online Client since 2008
Ms. Ann Potter - 954.572.2276; apotter@cityofsunrise.org
1601 NW 136th Avenue, Suite 101, Sunrise, FL 33323

CITY OF ARLINGTON, TEXAS
Live Client since 1972; Online Client since 2002;
201 E. Abram St., Suite 800, Arlington, Texas 76004-3231
Contact: Debra K. Twinam, Purchasing Manager, Phone 817.459.6305

City of Baytown, Texas
Live Client since 1986; Online Client since 2008;
P. O. Box 424, Baytown, Texas 77522-0424
Contact: Drew Potts, Purchasing Manager; Phone: 281.420.6525

City of Waco, Texas
Live Client since 1986; Online Client since 2000;
P. O. Box 2570, Waco, Texas 76702-2570
Contact: Dennis Russell, Phone 254.750.8064; Fax 254.750.8063

Dallas/Fort Worth International Airport Board, Texas
Live Client since 1981; Online Client since 1999;
P. O. Box 619428, DFW Airport, Texas 75261-9428
Contact: Loyd Renfro, Surplus Sales; Phone 972.574.4740; Fax 972.574.9983

City of Denton, Texas
Live Client since 1973; Online Client since 2004;
901-B Texas Street, Denton, Texas 76201
Contact: Jody Hays, Purchasing, Phone 940.349.7100

Tarrant County, Texas
Live Client since 1976; Online Client since 2000;
100 E. Weatherford, Suite 303, Fort Worth, Texas 76196-0104
Contact: Jack Beacham, Purchasing Manager, Phone 817.884.1133

Collin County, Texas
Live Client since 1977; Online Client since 2002;
200 S. McDonald, Suite 230, McKinney, Texas 75069
Contact: Frank Ybarbo, Purchasing Manager Phone 972.548.4111

City of Plano, Texas
Live Client since 1973; Online Client since 2000;
1520 Avenue K, Plano, Texas 75086
Contact: Diane Palmer-Boeck, Purchasing Manager, Phone 972.941.7557

City of Richardson, Texas
Live Client since 1965; Online Client since 2000;
411 W. Arapaho Road, Richardson, Texas 75080
Contact: Pam Kirkland, Purchasing Manager, Phone 972.744.4132

**City of McKinney, Texas**
**Live Client since 1976; Online Client since 2003;**
**1550-D S College, McKinney, Texas 75070**
**Contact: Debbie Nye, Purchasing Manager, Phone 972.562.6080**

**Denton County, Texas**
**Live Client since 1973; Online Client since 2004;**
**401 W. Hickory, Suite 324, Denton, Texas 76201**
**Contact: Beth Fleming, CPM, CPO, Director of Purchasing; Phone: 940.349.3130**

**Montgomery County, Texas**
**Live Client since 1998; Online Client since 2004; Current Contract Buyboard**
**501 N. Thompson, Suite 405, Conroe, Texas 77301**
**Contact: Darlou Zenor, Asst. Purchasing Agent; Phone: 936.760.6906**

**Summary of advertising media that will be used for City's auctions and/or other methods that are of no charge to the City. Identify how mailing database is categorized and how bidders will be chosen to receive information for the City of Miami auction.**

Since we are submitting a proposal for the Group 2 - Internet Auctions only, there will be no specific brochures or advertising done on a scheduled basis for your auctions. However; since we are continually conducting daily auctions for more than 300 governmental clients annually, we are constantly placing general advertising to bring bidders to our website. All of the advertising that we handle will benefit the City of Miami just as it will benefit any of the other clients that we work for. The following is how we determine our advertising and how our buyer database is managed.

Rene' Bates Auctioneers, Inc. has been advertising municipal auctions for over 45 years. We use all types of advertising mediums from newspaper and trade journal ads to our Internet web page and e-mail notifications. We have extensive experience with formulating the correct marketing and advertising strategies to create a successful auction.

Many of our clients have retained our services on a repeat basis; some since 1966. We feel that a part of this is a direct result of our advertising efforts bringing major vehicle, equipment and miscellaneous buyers to our auctions.

Rene' Bates Auctioneers, Inc. advertises online auctions at our own expense. RBAI has the experience and knowledge of the most current design, layout, and advertising techniques to strategically advertise your auction to give the most exposure to the specific types of desired customers while attracting the potential buyers' interest. Due to the large volume of advertising purchased by Rene' Bates Auctioneers, Inc., we are allowed high-dollar volume discounts making it possible for us to produce more media exposure for the advertising dollar. The fact that Rene' Bates Auctioneers, Inc. is conducting monthly live auctions and hundreds of online auctions per year throughout the United States, we have the experience and expertise to properly

advertise your auction in the most advantageous way to produce exposure and, in turn, generate revenue for your auction.

The Marketing Plan to be used for auctions includes:

- E-Mail
- Electronic Mailings
- Media
- Mail List
- Brochures
- Advertisements (Trade Journals and Newspapers)
- Calendars
- Verbal Announcement
- Personal Contact

A more detailed description of each of these marketing tools/capabilities is as follows:

**E-Mail and Electronic Mailings**

Rene' Bates Auctioneers, Inc. has an e-mail address (auction@renebates.com) which allows customers to contact us regarding brochure requests, auction information, mail list addition requests, or any other information. Electronic mailings allow us to quickly announce, advertise and distribute auction information using our global e-mail mail list with just a few clicks of a button. **We currently have approximately 500,000 names on our email list as well as over 40,000 registered bidders on our site. OF THE MORE THAN 40,000 REGISTERED BIDDERS, MORE THAN 50% OF THEM ARE "REGULAR BUYERS". THEY ARE ACTIVATED TO BID AND PARTICIPATE REGULARLY IN ONLINE AUCTIONS WHETHER THEY ARE THE SUCCESSFUL BIDDER OR NOT. The email addresses that we have were not bought or retrieved from some random source. These are interested and proven buyers who have registered on our website and requested to be added to our email lists in order to receive notification of auctions. These buyers have the option to add or remove their name at any time.** ***These buyers have the ability to remove their names each and every time an email is sent from RBAI. This is done in order to comply with governmental anti-spam regulations.*** **We are adding email addresses and registered bidders daily due to our continual national and international advertising.**

**Because we conduct auctions across the United States and are continually adding new locations, the exposure you receive from the new entities buyer's base and our advertising for these new locations will benefit your auction in the increased exposure our website receives.**

On a weekly basis, we send email announcements to our registered bidders and the email addresses that have registered with us. These announcements are sent based on the type of items the bidder is interested in. If your auction has vehicles, computers or miscellaneous items in it, all bidders who have indicated an interest in those items will be notified that your auction has been posted and they will be notified again the week before your auction closes.

**Your auction will be listed on the home page of www.renebates.com on a continual basis which receives the benefit of all the traffic on our website. This means that a buyer interested in an auction anywhere in Florida, Texas, New Mexico, Arizona or Alabama, etc. will also have access to your auction when they access our site. We sell for numerous cities and counties across the United States with heavy emphasis on South Florida. (RBAI conducted auctions for Florida Power & Light Company starting in 1984 and compiled the best list of proven buyers in South Florida from this experience with the number of people it brought to these sales.) Any buyer accessing our website for any of these auctions will also see your auction listed there. In addition, the entities that we work for provide a link to www.renebates.com from their own city or county websites. When an individual accesses those numerous websites, they are able to access ours giving them the ability to view and bid on any and all auctions that we have posted. In addition, our web host provider submits our website address, along with 20-30 main keywords to national search engines on a monthly basis to ensure that anyone searching the internet can also pull up a link to our website simply by searching for key phrases such as Vehicles, Auctions, Municipal, Heavy Equipment, Police Cars, etc.**

**Media**

Rene' Bates Auctioneers, Inc. has vast experience conducting interviews with television correspondents and radio station personnel. We are prepared to discuss any aspect of the auction and the items for sale in either a live or pre-recorded interview environment. **However, we will NOT conduct any press conference type interviews with local/any newspapers, television or radio stations without the consent of the Purchasing Manager.**

**Mail List**

In addition to the 500,000+ names on our email list mentioned below, Rene' Bates Auctioneers, Inc. has a hard mailing list of over 35,000 names of proven buyers. This diverse list has been amassed from conducting municipal auctions for over 45 years throughout the United States, past buyers and auction attendees from across the globe, submissions forwarded from city/county mail list requests, and daily telephone and e-mail requests. Our hard mail list (or live auction mail list) is maintained, added to, cross referenced, and backed up on a daily basis. These names are coded under one or more of our 70 different coding categories as to the type of items they purchase and the distance each buyer will travel. It has never been our practice to add unproven names (bought lists) to our emails just to make our numbers look impressive. Instead, we prefer to focus on the proven, validated buyers that have followed us throughout the years and will be strong participants in our auctions.

Our extensive list of reliable buyers will follow your online auction to strengthen the bidder activity of your sales. Our experience has been that we consistently draw national and international bidders to our website, and even if they are not the successful bidder on a piece of surplus inventory, their participation enhances the results of the sale.

**Brochures**

When the date is determined for your auction, your name and scheduled auction date is immediately included in every auction calendar Rene' Bates Auctioneers, Inc. distributes. This calendar is printed on the face of each brochure we mail. Because Rene' Bates Auctioneers, Inc. is conducting monthly live auctions and hundreds of online auctions annually, we are distributing many thousands of brochures across the globe with your auction date on the brochure calendar. Depending on the size and type of merchandise that is being sold determines the type of advertising that will be done.

**Advertisements of Sale**

We advertise continually in major newspapers across the United States. They include, but are not limited to:

*The Miami Herald*
*The Sun Sentinel*
*The Dallas Morning News*
*The Wall Street Journal*
*The Orlando Sentinel*
*The Houston Chronicle*
*The Odessa American*
*The El Paso Times*
*The Waco Tribune-Herald*
*The Lubbock Avalanche Journal*

**Our advertising strategy for online auctions is different than the strategy for live auctions. Since online auctions tend to be conducted on a more frequent basis, making the size of the auction typically smaller, we have found the following to be more effective.**

**We will advertise your online auctions in conjunction with the many other auctions that are being conducted daily on our website. We advertise in trade journals such as Rock & Dirt for heavy equipment items, Trade-A-Plane for aircraft and marine journals for watercraft. We send out brochures for our live auctions on a monthly basis and we include all online auctions in those brochures, as well. These brochures are sent to our mail list which is broken down geographically and by buyer's interest. This ensures that we reach anyone in your area or those buyers that are interested in the items you are selling, regardless of where they are located.**

**EXAMPLES OF TRADE JOURNAL ADVERTISING INCLUDE, BUT NOT LIMITED TO:**

*Trade-A-Plane*
*Rock & Dirt – Several examples enclosed*
*Fire Trader*
*Fire Apparatus & Emergency Equipment*

**Our experience in conducting live auctions since 1966 and online auctions since 1999 has helped us in determining the above advertising strategy and fine tuning as we find what works best.**

Rene' Bates Auctioneers, Inc. will handle all advertising for your auction, EXCEPT THE LEGAL ADVERTISING WHICH YOU ARE REQUIRED TO DO.

**Verbal and Personal Contact**

Rene' Bates Auctioneers, Inc. will begin announcing your auction date at each auction we conduct prior to your auction as soon as an auction date is determined.

Rene' Bates Auctioneers, Inc. always personally contacts proven buyers of the type of vehicles and equipment each auction has. Upon receiving the initial inventory we begin to place phone calls to known buyers of your surplus assets.

RBAI will work in conjunction with the Seller to receive Public Service Announcements (PSA) from local news media. These have been very effective in the past at getting the local community informed and involved in the online auction.

**Persons who will have a management position working with the City are listed below. List project duties, summary of experience and qualifications of each.**

Rene' Bates - Vice President & Owner

Rene' has been a professional auctioneer and business owner since 1966. He oversees the entire operation of RBAI. He is a life member of national and numerous state associations for the auction industry. He has been an invited speaker at multiple purchasing conferences. He is licensed and bonded in multiple states. Rene' and RBAI were one of the first individuals and companies to receive a Florida auctioneer's license as evidenced by the number assigned, ABAU55, when licenses were first issued in the State of Florida.

Sheryl Bates - President & Owner

Sheryl Bates is responsible for maintaining contracts, financial auditing of auctions and personnel. She will be the main contact for contract purposes for the City. Sheryl has been in the auction business for 10 years and holds licenses in Florida and Texas. Prior to that, she was a Vice President for JP Morgan Chase, N.A., managing one of its largest banking centers in the DFW Metro area for 20 years.

Michelle Bates - Vice President

Michelle has been in the auction business since a child. She has worked and been responsible for all aspects of live and online auctions. Her background in the auction business provides her with the experience to advise clients on all types of surplus being sold. She will be the main contact between the City and RBAI. She will work directly with the City's designee when preparing the online auction. Michelle holds auctioneer licenses in the State of Florida and Texas.

**List any pending or completed lawsuits and judgments involving the corporation which are concerned directly with the proposer's organization.**

There are no pending or completed lawsuits or judgments involving the corporation or any of its principals with more than 10% interest; nor have there been any in the past five years.

## 5. METHODOLOGY AND OVERALL APPROACH TO SCOPE OF WORK

Proposer shall explain the Scope of Work as understood by the proposer and detail the approach to preparing for and providing an auction, in accordance with the Scope of Work.

*Roles and Expectations for Rene' Bates Auctioneers, Inc.*

- RBAI will conduct online auctions for the City at their request
- RBAI will provide training for City staff regarding the online auction process including completion of forms, process for digital photography, electronic means to submit information to RBAI and other any other special training as required by the City.
- RBAI will provide a Project Manager for the City to be available for personalized training of City staff as well as to address all questions and concerns of the City.
- RBAI will assist the City with starting prices for each online auction item if so desired by the City.
- RBAI will post all online auction information on www.renebates.com and display auction items for one month prior to the closing date of each online auction conducted.
- RBAI will advertise all online auctions via normal advertising channels.
- RBAI will email each of our online auction bidders when the City's online auction is posted, when a new item is added to the City's auction and the week prior to the City's online auction close date.
- RBAI will collect all auction proceeds and applicable sales tax and generate E-Invoices for both the City and the buyers for each auction item sold.
- RBAI will send Paid Receipts via email to the City's designees along with the successful bidder.
- RBAI will remit all sales tax collected to the State of Florida
- RBAI will remit all monies, less sales tax and commission, to the City.

*Roles and Expectations for the City of Miami*

- The City will provide all information on auction items to be sold. This information will include digital photographs of each item as well as a full description of the item being sold. For vehicles and equipment, the City will complete a Vehicle/Equipment Information Sheet. On miscellaneous items, the City will give a complete description of items included in each lot.
- The City will provide onsite viewing of all auction items, on a date designated by the City, before the closing of each online auction for bidders to come and physically inspect all items, if they so desire.
- The City will oversee checkout and removal of paid auction items. The City will utilize the Paid Receipt provided by RBAI to ensure proper checkout of items.
- The City will complete all paperwork on titled vehicles and forward this paperwork to the successful bidder in the manner the City desires.

**TRAINING SUPPORT**

Training for the seller is very minimal due to the fact that RBAI handles all aspects of your online auction with the exception of gathering data on your surplus items. RBAI will provide training, as needed, to the seller as it relates to the completion of forms required to transmit your information to RBAI. We provide the seller with the necessary form to completely and accurately gather information on vehicles and equipment, which allows the seller to be confident in knowing that they are sending all pertinent information needed to have a successful online auction. This is accomplished by merely filling in the blanks on the form we provide to you on any vehicles or equipment you wish to sell. This form, along with digital photographs of the item, is all that is needed from the seller. For miscellaneous items, all that is required is a description of the item along with digital photographs and then RBAI will finish the process from there.

We are available to train any new personnel on this procedure at your convenience and in the manner you prefer. We can train by telephone by taking the City designee through each step of the data gathering process while viewing actual items that are posted on our website. All pertinent disclosures for auction items will be added by RBAI to ensure the most protection for the City and RBAI.

**Method of contacting buyers (buyer database)**

Email notifications –Bidders who have signed up to receive email notifications are sent an email once a week regarding all auctions that have been posted that week as well as any auctions closing the next week.

When a bidder places a bid on an auction item, they are automatically sent an outbid notice from our system in the event someone places a bid greater than theirs. This is done instantly from our system and gives the bidder peace of mind that they do not have to continually watch the auction to see if they have been outbid. RBAI will notify them in the event they are outbid and this gives them the opportunity to go back in and place another bid. When a bidder places a bid on an item, the system will instantly tell them if they are the high bidder or if there is a bid equal to or greater than their bid amount.

Proxy Bidding – We have a Maximum Bid feature that allows bidders to place the highest bid they are willing to pay for an item. The system will then automatically place bids for this bidder up to their Maximum Bid amount. These automatic bids will be placed in increments set for that particular item and will only be utilized in the event it is necessary. If a bidder's Maximum Bid amount is exceeded by another bidder, they will be notified by email that they have been outbid and will have the opportunity to place another bid, if they so desire. Our bidders are very comfortable with the feature in that allows the freedom to set their maximum price and not worry about missing any bids if they are away from the computer. The security of this feature does not allow any bidder to see the Maximum Bid of anyone else and under no circumstances does RBAI share this information with any bidder.

Identity Protection – All of our bidder's identity is protected with the anonymity of a Bidder Number. The Bidder Number is the only identifying feature that anyone can see on our website. All other information, such as name, address, phone numbers, etc, is used exclusively by RBAI. All customer data on our server is encrypted and all customer information to and from our server is handled using Secure Socket Layer (SSL) connections.

Bidder Updates - Active bidders are able to update their personal information via a secure website 24 hours a day and view current bidding activity also.

**Site references**

Our website, **www.renebates.com**, contains a link from our home page that gives full information on our company including address, phone numbers and State license numbers. When a bidder accesses our home page, they click on the "Contact" link on the tool bar and it immediately brings up the "Contact Us" page. This page contains all information listed above along with a form to email RBAI with any questions or concerns.

At the bottom of every page that can be viewed by the public on our website, you will find the information that is displayed at the bottom of the "contact us" page. Every public page displays, directly below our anniversary seal, our address, phone number, license numbers and email address.

**Information available to potential buyers (data, photos, etc.)**

There is a variety of information available to potential buyers. When a buyer first accesses our website, auctions are listed in date and time order of which they are closing. This ensures that every single auction that is placed on our website will be the FIRST auction listed when its specified time and date for closing has been reached. This will guarantee that your auction will be easily accessible to the buying public. It also ensures that bidders are not required to perform lengthy searches to determine if you have an auction posted.

When a bidder sees the auction listing they want, they simply click into the link for the auction from our home page. They will be immediately taken to the "title page" of the auction which lists all the pertinent details specific to that auction. The following two pages is an example of what they will see. All of the information posted regarding locations, contacts, inspection and removal were provided to us by our client.

# City of Fort Lauderdale, Florida - Online Auction - CLOSED

**Date & Time:** Closes: March 23, 2011 Beginning at 12:00 PM CST (1:00 PM EST)

**Location:** LOCATION 1:
City's Works Compound, 220 S.W. 14th Avenue, Fort Lauderdale, Florida 33312
(Behind the Police Station located at 1300 W. Broward Blvd.)
Information: onlineauctionqa@fortlauderdale.gov

LOCATION 2:
1901 NW 6th Street, Fort Lauderdale, Fort Lauderdale, Florida
Information: Contact Eugene McCoy at emccoy@fortlauderdale.gov

**Highlights:** **Selling 50 Items Including: 2 Tractors, 2007 Freightliner FC60 with Johnston VT650 Street Sweeper, 3) 2005 CCC LET 26E 12 Cubic Yard Bulk Refuse Container Trucks with Tarp Systems, Construction 20 Yard Open Top Dumpster, Utility Body Pickups, Pickups, Automobiles, Seized Autos, Seized Pickup, ATVs, Mowers, Parking Enforcement Utility Vehicle, Utility Carts**

**Categories:** Catalog - ALL ITEMS (50) - ATVS (2) - AUTOMOBILES (17) - DUMPSTER (1) - MOWERS (8) - PARKING ENFORCEMENT UTILITY VEHICLE (1) - PICKUPS (3) - REFUSE TRUCKS (3) - SEIZED AUTOMOBILES (5) - SEIZED PICKUP (1) - SWEEPER (1) - TRACTORS (2) - UTILITY BODY PICKUPS (3) - UTILITY CARTS (3)

**Notes:** INFORMATION:
Location 1: onlineauctionqa@fortlauderdale.gov
Location 2: Contact Eugene McCoy at (954) 828-6002

INSPECTION:
Location 1: Friday, March 18th from 9:00 AM - 3:00 PM
**The City of Fort Lauderdale, Florida does allow vehicles to be started as well as allowing potential bidders to look under the hood, etc. during inspections.**
Location 2: By appointment only, please.

**PLEASE NOTE!** This online auction has staggered ending times. When you click on "ALL ITEMS" (above) the first online auction item will close at 12:00 PM. Each online auction item will close one minute after the previous. For Example: The first online auction item closes at 12:00 PM. The second online auction item closes at 12:01 PM. The third online auction item closes at 12:02 PM. This will continue until all online auction items have closed. Also note that extended bidding is still in place. Therefore, if the first online auction item goes into extended bidding the second online auction item will still close at 12:01 PM and the third online auction item will still close at 12:02 PM, etc. (unless they also go into extended bidding) while the first online auction item is still in extended bidding. This scenario applies to all online auction lots. If you have any questions regarding extended bidding, please contact us.

**YOU WILL NOT BE INVOICED FOR THE ITEMS YOU HAVE PURCHASED UNTIL THE ENTIRE ONLINE AUCTION IS OVER.**

**Terms:** IMPORTANT PAYMENT INSTRUCTIONS:
Payment should be sent overnight payable to Rene' Bates Auctioneers, Inc. in the form of a cashier's check or money order to:

Rene' Bates Auctioneers, Inc.
Attention: Online Payment Dept.
4660 County Road 1006
McKinney, Texas 75071

All payments for this auction must be received no later than 3:00 p.m., Tuesday, March 29, 2011.

PLEASE INCLUDE A COPY OF YOUR INVOICE WITH YOUR PAYMENT! If you are claiming purchases for resale OR if you are tax exempt, please include the appropriate tax form with your payment. The resale and exemption forms can be found on our website by clicking on the Help Menu and then "Forms". All previously submitted resale or exemption forms are kept with individual auctions so you must send a new form with each payment. We will not refund sales tax paid after a paid receipt has been issued so please ensure that your resale or exemption certificates are properly completed and submitted with your payment. There will be no exceptions to this policy.

REMOVAL:
All items must be removed by April 6 (10 business days from the auction close date - No Saturday or Sunday removal).
IF YOU CANNOT REMOVE AUCTION ITEMS WITHIN 10 BUSINESS DAYS FROM THE AUCTION CLOSE DATE PLEASE DO NOT BID ON THE AUCTION ITEMS. THERE WILL BE NO EXCEPTIONS OR EXTENSIONS TO THE REMOVAL DATE.
After the final day for removal a $25.00 per day, per item will be charged to the buyer for any items that have not yet been removed.

NOTE: ALL BIDDERS WILL BE CHARGED APPLICABLE SALES TAX. IF YOU ARE A NON-RESIDENT DEALER (THIS MEANS YOU ARE NOT LOCATED IN THE STATE OF FLORIDA) YOU WILL BE REQUIRED TO COMPLETE AND SIGN AN "EVIDENCE OF AUTHORITY TO BUSINESS" STATEMENT WHICH WILL BE PRINTED ON YOUR INVOICE. YOU WILL NEED TO SIGN & RETURN YOUR INVOICE ALONG WITH EVIDENCE OF AUTHORITY TO DO BUSINESS IN YOUR HOME STATE. The most common form Evidence of Authority to do business is a copy of your sales tax registration number or occupational license number. Please note that the company name listed on the Evidence of Authority must match your registered bidder name.

REGARDING TITLE PAPERWORK:
Please contact onlineauctionqa@fortlauderdale.gov

The Seller DOES NOT provide transportation or loading services for buyers to remove their merchandise. Any and all methods of lifting, towing, and hauling, as well as all other methods or requirements for the removal and transport of the materials, equipment and/or vehicles, is the sole responsibility of the buyer. If merchandise is not removed by the final day for removal, the ownership of the merchandise will revert back to the Seller and they may dispose of or re-sell the item at their discretion.

**Contact:** Renè Bates Auctioneers, Inc.
4660 County Road 1006
McKinney TX 75071
Phone: 972-548-9636
Fax: 972-542-5495
Email Web-page

From here, a bidder may choose to click into "all items" or a particular category. For this example, I have pasted the information below that a bidder would see if they clicked into "Sweepers". The description below would be displayed along with the photographs that were sent to us by the seller. In this case, this is an item for an auction that has already ended. Displayed, along with the description and photographs, is the final bid amount and the bidder number. We are able to post as much information as the client provides us. There is no limit to the number of pictures that can be posted with each item and the amount of information that may be posted. To see an example of what information is provided to our bidders, please look at www.renebates.com at any time to view any of the auctions being conducted.

2007 Freightliner FC60 with Johnston VT650 Street Sweeper; VIN 1FVAB6BV97DX10743; 26,394 Kilometers Showing - not guaranteed; Cummins ISB 200 5.9L Diesel Engine; Auto; Bucket Seats; A/C; PS; PB; AM/FM Radio; Was running when taken out of service; Decals may be painted over; AS-IS; Current Working Condition UNKNOWN; This item is USED and may contain defects that are not immediately detectable. Text description given is meant to be used as a guide only. You are responsible for inspecting item before bidding. All information provided is believed to be correct but NO warranty as such is either intended or implied. All items are sold AS IS - WHERE IS and WITH ALL FAULTS and DEFECTS THEREIN. (Location 1) 68800.00 29927

**Method of collection of data and photos of sale items**

When a city begins utilizing online auctions with RBAI, they are given thorough training on the form below. The most important thing that can be done to ensure the success of your online auction is to complete the forms on your inventory to be sold as accurately and detailed as possible. This will help keep the City and RBAI out of any disputes in the future over misrepresented items. We encourage you to use the knowledge and experience that we have gained from conducting auctions since 1966 and online auctions since 1999. We have learned what to look for and what to watch out for. We will help the City staff understand the importance of describing items accurately and help them recognize problems before they occur.

As you can see, the instructional documentation is very limited for the seller. As your auction company, it is our job to make the online auction process as easy as possible for your staff. All you do is provide the information to us on the items you want to sell and we put them in a consistent format and post the auction to our website. You, the City, are not required to input your own auction to our website. That is a standard service that we provide to you. We know that the City employees have many other duties and the online auction process should not take an enormous amount of their time. Once your information is sent to us, we will organize it, post it and add any pertinent disclosures to items that are needed. All you need to do is look it over once we have it posted and give us the okay to turn it on for bidding.

Any City employee will be able to prepare a list of inventory for an online auction. There is no special training needed because our process puts the majority of the work on the auction company, not the City. What we will offer to the City staff is the experience and knowledge of a licensed, auction company that has continually conducted live auctions and online auctions since 1966 and 1999 respectively. You will benefit from what we have learned after 45+ years in the auction business and one of the main things we have learned is to make the process simple for the customer.

**A COPY OF OUR VEHICLE & INFORMATION SHEET IS INCLUDED IN SECTION 9 - ADDITIONAL INFORMATION - See Page 27.1**

**Method of auctioning (set minimums, deadline date and time, modified deadlines, etc.) The information listed below are some of the things that can be done to customize your auction for you. Auction dates and times are set based upon your preference and may be modified, if necessary.**

Minimum Bid Requirements – This is the price that we begin bidding on your items. This price is set by the City along with recommendations from RBAI. Although our system does allow the feature "Minimum Not Met" we have not utilized it in the past. Our experience from conducting thousands of online and live auctions has helped us in assisting the clients we work to set their Starting Price that helps them obtain the highest result. We have seen time and time again items which are started with a price that is too high will discourage bidding activity. However, if the Starting Price is realistic, the bidding activity will be high on that item and more often than not the item will bring more than the City expected. We know the market on all items we are selling and we have the historical data from thousands of items to validate what an item should be started at and what it will most likely bring. This is where the experience and knowledge of a true auction company, one that has been in this business for 45+ years, benefits the City and results in the best prices for your auction items.

Internal reallocation – This can be accomplished a couple of different ways. When the City has several internal departments offering items in the same auction, the lot numbers can be assigned to identify a particular consignor (e.g. Police Department would be PD101, PD102; Parks & Recreation would be PR101, PR102, etc.) When this option is used, the accounting reports that are provided to the City will have each department's total broken down separately for use in your internal reallocation.

The second way many Cities and Counties have accomplished internal reallocation is by conducting separate auctions for the different departments. In this instance, the auction is specific to that department including City contacts, location of items and removal terms. Some City's prefer this option because it eliminates contacts from one department receiving bidder questions on items that belong to another department. Even though we are very specific when we post auctions with more than one location and one contact, many bidders do not read this and will call the first person on the list. By conducting separate auctions for the departments, this eliminates the confusion issue on the bidder's side. Because online auctions can be conducted at any time with any number of items, it is a very streamlined and simple process for any department to conduct their own auction.

Private auctions – We have the capability of conducting private auctions. In the past, we have conducted private auctions when we have sold real estate for municipalities. Because of the value of the real estate, the municipalities wanted to ensure that only serious bidders were allowed to bid on the real estate. They required a larger deposit to bid on the real estate. One instance required a $10,000 deposit and another had required a $100,000 deposit because of the high value of the real estate being sold. RBAI handled this entire process by posting clearly on the website that only bidders with the "special deposit requirement" would be allowed to bid. Cashier's checks were sent to RBAI for the amount specified and were held by our office until the auction had closed. The cashier's checks were not deposited. After the auction closed, the unsuccessful bidders had their cashier's checks returned to them and then we forwarded, to the

title company the City had requested, the cashier's check of the successful bidder. Even though all bidders accessing our site could view this auction, they could not bid on this private auction unless they had met the deposit requirement. This scenario would work the same way for a "law enforcement only" auction and RBAI would verify requirements of the bidders before allowing them to bid on that auction.

Dynamic Closing – Also known as auto-extend or extended bidding. Our system supports extended bidding. In the event any item receives a bid within 5 minutes of its set closing time, it will automatically be extended for an additional 5 minutes. If another bid is placed on that item at any time during that extended period, the item will automatically extend for another 5 minutes. This will continue until there has been no activity for 5 minutes. When an item has gone into extended bidding, there will be an indication on the item that it has extended and will show how many minutes remain in the extended bidding.

Bidder Deposit Requirements – Bidders on our site are required to have a $100.00 refundable deposit in escrow with RBAI. The $100.00 has greatly reduced the number of defaults from winning bidders. This ensures that we have only serious, valid bidders on our site. We have found that when a bidder has the deposit at stake, they are much less likely to default on a bid. This deters anyone who is attempting to hurt the integrity of your auction by placing false bids or high bids that they have no intent to pay for. Any bidder that does not pay for their auction item forfeits their $100.00 deposit and they are banned from any future online or live auctions that RBAI conducts.

Ability to Copy Previous Auctions – All auctions conducted through our website are archived on our server, in addition to the copy retained in our files (both paper and CD-ROM). Auctions can be recreated at any time if the City makes the request. In addition, once we have conducted an online auction for the City, the static information contained on the City's "Title page" is kept on the City's dedicated workspace on our server to be utilized for future auctions. This information can be changed or updated as necessary at a moment's notice.

**Site structure (dedicated, shared)**

1. HTTP address: www.renebates.com
2. Direct access is available at all times by accessing www.renebates.com
3. Rene' Bates Auctioneers, Inc. has a dedicated web site to our online and live auctions hosted at the Rackspace Managed Hosting in San Antonio, Texas. Rackspace is one the largest web hosting companies in the United States and they utilize the latest technologies and have an experienced and dedicated staff available for technical issues 24/7 for all their clients.
4. Our website is hosted by Rackspace Managed Hosting in San Antonio, Texas. but all information, maintenance, and handling of the website is done by employees of Rene' Bates Auctioneers, Inc.
5. We offer expert technical support to bidders and selling entities, as well as 24-hour site monitoring, through our ISP, allowing for a 99.9% uptime guarantee. All servers and connectivity hardware are housed in a secure building with fully redundant power and multiple on premises backup generators. Our high performance, dedicated and redundant backbone network connections enable us to offer unlimited bandwidth, providing

unlimited users full access to your auction. We accomplish this through multiple, triple redundant OC-3 connections via UUNET, MCI and GTE International network services. These connections allow for scalable bandwidth to make sure all bids are accepted at the closing of each item without delay, which ensures that the selling entity will receive the highest possible selling price. Through our firewall network administrator and traffic shaping abilities, we are able to protect against almost all types of Denial of Service attack, hacking, and Internet saboteurs. Our site also supports Secure Socket Layer (SSL) transaction encryption, allowing bidders to confidently transmit their registration information over the web.

6. Site Statistics include all information required for a complete detail of your entire auction. An example of those Site Statistics include a monthly "hit" volume on our website which is broken down by Hits per Hour, Hits per Day and Maximum and Average Hits per Hour and Day.
7. Software Ability and Functions
   I. We have the ability to add or remove any and/or all auctions items at any time during the online auction process, before the auction closes, at no cost to the seller. Once we receive a request from the City to add or remove an item, we have two dedicated people at RBAI to make those changes and they are done within 24 hours of receipt.
   II. We have the ability to add, delete, re-list and/or make any changes to an auction item with no cost to the seller. Once we receive a request from the City to add, delete, re-list or make any changes to an auction item, we have two dedicated people at RBAI to make those changes and they are completed within 24 hours of receipt. Items to be re-listed for sale will be done after coordinating a new auction date with the City.
   III. We have the ability and a process in place to block bidders or cancel any bids on any items, being auctioned on, by bidders who have failed to comply with our online Auction's Terms and Conditions. The online auction staff at RBAI is able to block bidders or cancel bids within 5 minutes after receiving the request. We maintain our systems completely in-house and are able to make these changes at a moment's notice.
   IV. We have the ability to change any and/or all the information on auction items and inform all bidders of the changes to the auction items. If an auction item is changed after bidding has begun on an item, our system emails all bidders on the item to notify them of the changes. At this point, they have the option to change or cancel their bid if they so desire. In addition, if significant changes are made to the item, the change is posted on that item in BOLD CAPS so that any bidders looking at this item know that it has been changed since it was originally posted.
   V. We have the ability and a process in place to validate all of our online auction bidders. For items III and V, all our registered bidders are required to post a $100.00 refundable deposit before being allowed to make a bid on our system. This deposit ensures that we have valid, serious bidders bidding on your auction items. This also ensures that we have a minimal amount of non payments from our registered bidders. If a registered bidder does not pay for their items within the specified time frame, they forfeit their deposit and are permanently banned from all auctions through Rene' Bates Auctioneers, Inc.

VI. Our system automatically invoices all winning bidders within 30 minutes of the time the auction closes. Their invoice includes a Lot number, Lot description, winning bid amount and applicable sales tax, if any. The invoice also gives the winning bidder complete instructions on how to make payment to Rene' Bates Auctioneers, Inc.

VII. When an auction item is paid for, a paid e-invoice is sent to both the buyer and the seller showing amount paid, method of payment and the buyer's name. This invoice can be sent to as many different contacts as the seller requests. This invoice is what the buyer uses when he comes to pick up his merchandise and the seller knows that they must have received the email from Rene' Bates Auctioneers, Inc. before releasing any merchandise.

VIII. Upgrades are made to our system upon our request on an as needed basis. Upgrades in the past have been a result of our requests to add features that are unique to our auctions. We also consider customer suggestions when adding or upgrading features. These upgrades are always done in a timely fashion, sometimes same day or others might take longer in order to get the program written for the upgrade and the testing completed. All upgrades are fully tested on a private network before being implemented on the www.renebates.com server.

**Location of sale items (agency site or contractor's site, pickup method, etc.)**
For internet auctions, sale items will always be located at the seller's location. There is no need to move items to one central location within the City. The goal of an online auction should be to make the process as simple and inexpensive as possible for the seller. Instead of utilizing manpower to move items around to a central location, items may be sold from multiple locations throughout the City. We will work with the City to maximize the manpower and resources as it relates to the online auction process.

Removal or pickup of items will be handled as the City dictates. The City may choose certain dates and times for removal or may require appointments to be scheduled. Every step of the auction will be handled as the City chooses and we will obtain this information from your designee and ensure that the bidders are always aware of the entire process as well by posting it in a consistent manner on our website.

**Method of payment for sale items (direct to agency or to contractor)**
RBAI accepts payment for auction purchases in the form of cash, cashier's check or money order within 4 days of the close of the auction. In addition, we are able to accept wire transfers upon request. For the $100.00 refundable deposit only, we allow our bidders to send us money via Pay Pal. The use of Pay Pal for the payment of the $100.00 refundable deposit allows bidders to remit these funds instantaneously. This is a convenience tool for the bidders who do not want to obtain and mail a cashier's check or money order and also accommodates those bidders that wait until the last minute to decide they want to bid. Pay Pal is a very quick and reliable way for bidders to remit their $100.00 refundable deposit.

RBAI has chosen not to accept credit cards as payment for auction purchases. The two main reasons for this decision are the fees associated with credit cards that we cannot pass on to the

buyer and the fact that payment by credit card can be charged back and disputed for up to six months after the transaction. Because of the type of merchandise we are selling (Surplus being sold AS-IS, WHERE-IS) this would not work for us because in effect, because of the charge back policy on credit cards, we would be giving a six month warranty or guarantee which we absolutely cannot do.

The accounting process begins when the auction has closed and invoices are sent to the buyers. At this point, the process will be different depending on if RBAI collects the money for the City's auction or if the City chooses to collect the money.

When RBAI collects the money, payments are sent directly to RBAI in the form of cash, cashier's check or money order. Once payment has been received, the payment is verified against the invoice. If the buyer is claiming Resale or Exempt status, we make sure the buyer has sent in the appropriate form required by the State of Florida. Once this is verified, a Paid Receipt is emailed to the buyer and to the City. At this point, the buyer is able to take their Paid Receipt to the City and pick up their item. Once all proceeds have been collected, your auction is reconciled and payment is sent to the City along with a Recap Letter and copies of all reports. Below is a listing of the reports that are provided. We also reconcile the sales tax collected on your sale and remit those funds to the Florida Department of Revenue via our online filing account with the State of Florida at the end of each month.

PLEASE NOTE THAT WE HAVE A SALES TAX PERMIT WITH THE STATE OF FLORIDA WHICH ALLOWS US TO COLLECT AND REMIT SALES TAX ON YOUR BEHALF. IF YOUR AUCTION COMPANY COLLECTS YOUR AUCTION PROCEEDS, THEY MUST HAVE A VALID SALES TAX PERMIT TO LEGALLY COLLECT THE SALES TAX IN THE STATE OF FLORIDA.

If the City chooses to collect their funds, they certainly have that option. However, most of our clients prefer that we collect the money to keep that responsibility off of the City employees.

## COLLECTION PROCESS IN PLACE BY RENE' BATES AUCTIONEERS, INC. FOR YOUR AUCTIONS

We require each bidder to post a $100.00 refundable deposit to ensure that each of our bidders is a valid, qualified bidder. This deposit method has been implemented for the protection and security of each of our bidders, as well as for the protection and security of our sellers. Each bidder knows that all bidders are valid and that they have met the same requirement to be able to bid online. The $100.00 deposit is fully refundable. It activates the bidder's account and, once activated, they can bid on any auction items in all online auctions conducted. In the event that a bidder does not pay for an item, their $100.00 is forfeited and they are banned from all auctions conducted by RBAI, live or online. We have found that the $100.00 refundable deposit has greatly reduced defaults on auction items. With this deposit, the bidders have a stake in their bidding actions and are much less likely to bid on an item they have no intention of paying for.
If a successful bidder has not paid for their item within the 4 days required on our website, RBAI will begin our process with the bidder to secure payment. This is just one more service that we offer to you. The City staff will not be required to do any extensive follow up that may be

needed with any late payments. We will keep the City appraised of all communications that we have with the bidder until resolved.

If an item ultimately is not paid for, we will repost the item at no charge to the City at their discretion. We can also attempt to go to a back-up bidder if the City so desires. This is all done at no additional cost to the City.

**REPORTS AVAILABLE TO THE SELLER**

The following reports are provided to the Seller at the conclusion of each auction. In addition, these reports can be obtained by the Seller directly from our website by accessing our archives, which will be provided to each Seller upon their request.

The "Auction Totals" page shows the following:

a. Number of Items in auction
b. Items with bids
c. Standard bids
d. Maximum bids
e. Total bids
f. Current total (final auction results)

The Title Page details the following:

a. Name of Entity
b. Date and Time of Auction
c. Location of auction
d. Highlights of items being sold
e. Categories of items included in auction
f. Notes regarding auction including inspection dates and times, contact persons, staggered ending explanation
g. Additional terms of auction including removal terms, information regarding sales tax, information on how title work is handled and statement regarding $25.00 storage fee
h. Contact information for Rene' Bates Auctioneers Inc.

The Auction Results report includes:

a. Item or Lot Number
b. Full description of item being sold along with all disclosures added by Rene' Bates Auctioneers, Inc.
c. Final Sales Price
d. Winning Bidder Number
e. Also included on this report on the first page at the top right is the name of the selling entity and date and time of closing of the auction.

A "Paid Receipt" is sent to the Seller when payment as been received. The information that will always be found on a paid receipt is:

a. It will always be sent from a @renebates.com email address.
b. It will have the distribution list that has been given to us by the Seller
c. The Subject Line will state "Paid Receipt – Bidder No. ####"

d. It will state "Paid Receipt" again in the body of the email, list the name of the selling entity and the internal sale number we utilize.
e. The receipt will then show "Paid", the dollar amount received and what form of payment was received (i.e. cash, cashier's check, money order, wire transfer)
f. The Bidder's number, name, address and phone numbers will be listed next.
g. The items that were purchased will be listed with their item number and full description.
h. The Taxable and Non-Taxable Totals will be showing. If tax is paid, it will reflect the amount paid. If tax is not being paid, it will show either "Resale" or "Exempt" where the tax should be.
i. The Removal Terms will be on the final paid receipt along with any other pertinent information the selling entity has given us.
j. These paid receipts are sent to the selling entity and to the winning bidder. The winning bidder uses the receipt to pick up their winning items from the selling entity.

THESE REPORTS ARE AVAILABLE TO YOU IN THE FOLLOWING FORMATS FOR THE FOLLOWING TIME PERIODS:

Your Auction Totals page and Title Page can be obtained from Rene' Bates Auctioneers, Inc. at any time by requesting them. They will be mailed to you upon completion of your auction and they can be emailed, if requested and will be available for a minimum of three years.
The Auction Results will also be mailed upon completion of the auction and can be emailed also. Your auction results are archived on our website indefinitely and can be pulled up at any time by searching our history function for your auction. In the event any of your staff wishes to utilize this function, simply call our office and we will provide the instructions for our archived auction section. Your auction results will be available for three years.
The paid receipts can be reproduced (email, mail, fax) at any time if the Seller is in need of another copy for their records and will be available for three years after the date of the auction.
All of these reports can be reproduced for the Seller at any time. We have records of all online auctions that we have conducted since 1999 and will be happy to assist with any request of reports needed.

## 6. PRICE/COMPENSATION PROPOSAL

Each proposer shall use the Price/Compensation Proposal document to submit its price proposal. Proposer shall, as its sole compensation for services provided, receive commission based on a fixed percentage of gross sales proceeds generated from the auction (not to include sales tax) or a fixed percentage buyer's premium. Proposers are not allowed to propose a combination of commission and buyer's premium. Successful Proposer shall submit an invoice to the City based on their percentage commission charge or deduct the buyer's premium from the gross sales proceeds.

PRICE/COMPENSATION PROPOSAL ATTACHED - See Page 25.1

## 7. AVAILABILITY

Indicate current and anticipated workloads and availability. 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.

We are currently conducting online auctions on a daily basis. We are available for online auctions for the City of Miami at any time of their choosing. Auctions are conducted on our website 24 hours a day 7 days a week. All auctions are given closing times during normal business hours but bidding takes place 24/7. We will not be utilizing any subcontractors for the performance of this contract.

INSTRUCTIONS:
Proposer shall use this document to submit its' price/compensation proposal for **Group 1, Group 2 OR BOTH.** Proposer shall, as its sole compensation for services provided, receive commission based on a fixed percentage of gross sales proceeds generated from the auction (not to include sales tax) or a fixed percentage buyer's premium. *Proposers are not allowed to propose a combination of commission and buyers premium*. Successful Proposer(s) shall submit an invoice to the City based on their percentage commission charge or deduct the buyer's premium from the gross sales proceeds.

***Failure to submit price/compensation proposal as required and at time of proposal submittal shall disqualify Proposer from consideration.***

**GROUP 1: ON-SITE AUCTION SERVICES**

Line: **1.1**

Description: Commission Charge for Gross Sales: _____%

***OR***

Line: **1.2**

Description: Buyer's Premium for Gross Sales: _____%

**GROUP 2: INTERNET AUCTION SERVICES**

Line: **2.1**

Description: Commission Charge for Gross Sales: 4 %

***OR***

Line: **2.2**

Description: Buyer's Premium for Gross Sales: _____%

Sheryl L Bates
Print Name

President
Title

Signature

5-30-11
Date

25.1

## 8. OTHER

Provide a summary of any litigation filed against the proposer in the past three (3) 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.

NONE

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, Submit occupational license/business tax receipt from Entity where business is located.

Attachments are:

Page 26.1 - 2011 Florida Annual Resale Certificate for Sales Tax i/n/o Rene' Bates Auctioneers, Inc.
Page 26.2 - Certificate of Authority for Rene' Bates Auctioneers, Inc. from State of Florida authorizing company to transact business in the State of Florida
Florida Auctioneer License issued by the State of Florida Department of Business and Professional Regulation for:
Page 26.3 - Rene' Bates Auctioneers, Inc. License No. AB55
Page 26.4 - Rene' Bates, License No. AU55
Page 26.5 - Sheryl Lynn Bates, License No. AU4025
Page 26.6 - Michelle Renee Bates, License No. AU2085
Page 26.7 - Verification of Texas Auctioneer's License issued by the Texas Department of Licensing and Regulation for:
Rene' Bates, License No. 6644
Sheryl Lynn Bates, License No. 15025
Michelle Renee Bates, License No. 12100
Page 26.8 - Texas Franchise Tax Public Information Report for 2011

DR-13
R. 01/11

# 2011 Florida Annual Resale Certificate for Sales Tax

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2011

Business Name and Location Address

Registration Effective Date

Certificate Number

[illegible]

[illegible]

Use signed photocopy for resale purposes

Presented to:

Presented by:

26.1

# State of Florida

## Department of State

I certify from the records of this office that RENE' BATES AUCTIONEERS, INC. is a corporation organized under the laws of Texas, authorized to transact business in the State of Florida, qualified on June 19, 2008.

The document number of this corporation is F08000002745.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on January 5, 2011, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twenty Seventh day of May, 2011*

**Secretary of State**

Authentication ID: **400208225794-052711-F08000002745**

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
**https://efile.sunbiz.org/certauthver.html**

26.2

STATE OF FLOR A

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA BOARD OF AUCTIONEERS (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

RENE' BATES AUTIONEERS INC
4660 COUNTY ROAD 1006
MC KINNEY TX 75071-6614

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com.** There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

AC# 4554224

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

AB55 08/31/09 090112768

AUCTION BUSINESS
RENE' BATES AUTIONEERS INC

IS LICENSED under the provisions of Ch. 468 FS.
Expiration date: NOV 30, 2011 L09083102827

DETACH HERE

AC# 4554224

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA BOARD OF AUCTIONEERS

SEQ# L09083102827

| DATE | BATCH NUMBER | LICENSE NBR |
|---|---|---|
| 08/31/2009 | 090112768 | AB55 |

The AUCTION BUSINESS
Named below IS LICENSED
Under the provisions of chapter 468 FS.
Expiration date: NOV 30, 2011

RENE' BATES AUTIONEERS INC
4660 COUNTY ROAD 1006
MC KINNEY TX 75071-6614

26.3

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA BOARD OF AUCTIONEERS (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

BATES, RENE
4660 COUNTY ROAD 1006
MCKINNEY TX 75071-6614

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AC# 4554189
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
AU55 08/31/09 09011277 0
AUCTIONEER
BATES, RENE
IS LICENSED under the provisions of Ch. 468 FS.
Expiration date: NOV 30, 2011 L0908310279 2

DETACH HERE

AC# 4554189
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA BOARD OF AUCTIONEERS
SEQ# L0908310279 2

| DATE | BATCH NUMBER | LICENSE NBR |
|---|---|---|
| 08/31/2009 | 09011277 0 | AU55 |

The AUCTIONEER
Named below IS LICENSED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2011

BATES, RENE
4660 COUNTY ROAD 1006
MCKINNEY TX 75071-6614

264

**STATE OF FLORIDA**

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA BOARD OF AUCTIONEERS
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

BATES, SHERYL LYNN
4660 COUNTY ROAD 1006
MCKINNEY TX 75071

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

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Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA AC# 4659548
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

AU4025 10/08/09 09016568 8

AUCTIONEER
BATES, SHERYL LYNN

IS LICENSED under the provisions of Ch. 468 FS.
Expiration date: NOV 30, 2011 L09100800364

DETACH HERE

AC# 4659548

**STATE OF FLORIDA**

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA BOARD OF AUCTIONEERS

SEQ# L09100800364

| DATE | BATCH NUMBER | LICENSE NBR |
|---|---|---|
| 10/08/2009 | 09016568 | AU4025 |

The AUCTIONEER
Named below IS LICENSED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2011

BATES, SHERYL LYNN
4660 COUNTY ROAD 1006
MCKINNEY TX 75071

265

CHARLIE CRIST
GOVERNOR

CHARLES W. DRAGO
SECRETARY

DISPLAY AS REQUIRED BY LAW

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA BOARD OF AUCTIONEERS (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

BATES, MICHELLE RENEE
4660 COUNTY ROAD 1006
MCKINNEY TX 75071-6614

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STATE OF FLORIDA AC# 4554188
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

AU2085 08/31/09 090112769

AUCTIONEER
BATES, MICHELLE RENEE

IS LICENSED under the provisions of Ch. 468 FS.
Expiration date: NOV 30, 2011 L0908310279 1

DETACH HERE

AC# 4554188

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA BOARD OF AUCTIONEERS

SEQ# L0908310279 1

| DATE | BATCH NUMBER | LICENSE NBR |
|---|---|---|
| 08/31/2009 | 090112769 | AU2085 |

The AUCTIONEER
Named below IS LICENSED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2011

BATES, MICHELLE RENEE
4660 COUNTY ROAD 1006
MCKINNEY TX 75071-6614

26.6

CHARLIE CRIST
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO
SECRETARY

Texas Department of Licensing and Regulation
The umbrella licensing agency of the State of Texas

Home About TDLR Employment Contact Us

## Texas Department of Licensing and Regulation

Result Listing

| Name and Location | Other Information |
|---|---|
| BATES, RENE<br>4660 COUNTY ROAD 1006<br>MCKINNEY TX 75071<br>County: COLLIN | **Auctioneer**<br>License #: 6644<br>Expiration Date: 01/31/2012<br>Type: N/A<br>Phone: (972) 548-9636 |

Result - 01



Texas Department of Licensing and Regulation
The umbrella licensing agency of the State of Texas

Home About TDLR Employment Contact Us

## Texas Department of Licensing and Regulation

Result Listing

| Name and Location | Other Information |
|---|---|
| BATES, SHERYL LYNN<br>4660 COUNTY ROAD 1006<br>MCKINNEY TX 75071<br>County: COLLIN | **Auctioneer**<br>License #: 15025<br>Expiration Date: 07/07/2012<br>Type: N/A<br>Phone: (972) 548-9636 |

Result - 01



Texas Department of Licensing and Regulation
The umbrella licensing agency of the State of Texas

Home About TDLR Employment Contact Us

## Texas Department of Licensing and Regulation

Result Listing

| Name and Location | Other Information |
|---|---|
| BATES, MICHELLE RENEE<br>4660 COUNTY ROAD 1006<br>MCKINNEY TX 75071<br>County: COLLIN | **Auctioneer**<br>License #: 12100<br>Expiration Date: 02/08/2012<br>Type: N/A<br>Phone: (972) 548-9636 |

26.7

TX2011
VER. 2.0 05-102 (9-09/29)

# TEXAS FRANCHISE TAX PUBLIC INFORMATION REPORT

*To be filed by Corporations, Limited Liability Companies (LLCS) and Financial Institutions*

This report MUST be signed and filed to satisfy franchise tax requirements

■ Tcode 13196

■ Taxpayer number: 17517183822

■ Report year: 2011

*You have certain rights under Chapter 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at: (512) 463-4600, or (800) 252-1381, toll free nationwide.*

| | | | | |
|---|---|---|---|---|
| Taxpayer name: RENE' BATES AUCTIONEERS, INC. | | | | |
| Mailing address: 4660 CR 1006 | | | | Secretary of State file number or Comptroller file number: 0048209200 |
| City: MCKINNEY | State: TX | ZIP Code: 75071 | Plus 4: | |

[X] Check box if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office: 4660 CR 1006, MCKINNEY, TX 75071

Principal place of business: 4660 CR 1006, MCKINNEY, TX 75071

1751718382211

**Please sign below!** Officer, director, and member information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or members change throughout the year.

## SECTION A Name, title and mailing address of each officer, director or member.

| Name | Title | Director | Term expiration (m m d d y y) | |
|---|---|---|---|---|
| RENE' BATES | S/T | [X] Yes | | |
| Mailing address: 4660 CR 1006 | City: MCKINNEY | | State: TX | ZIP Code: 75071 |
| MICHELLE R BATES | VP | [ ] Yes | | |
| Mailing address: 4660 CR 1006 | City: MCKINNEY | | State: TX | ZIP Code: 75071 |
| SHERYL L BATES | PRESIDENT | [X] Yes | | |
| Mailing address: 4660 CR 1006 | City: MCKINNEY | | State: TX | ZIP Code: 75071 |

## SECTION B Enter the information required for each corporation or LLC, if any, in which this entity owns an interest of ten percent (10%) or more.

| Name of owned (subsidiary) corporation or limited liability company | State of formation | Texas SOS file number, if any | Percentage of Ownership |
|---|---|---|---|
| | | | |
| Name of owned (subsidiary) corporation or limited liability company | State of formation | Texas SOS file number, if any | Percentage of Ownership |
| | | | |

## SECTION C Enter the information required for each corporation or LLC, if any, that owns an interest of ten percent (10%) or more in this entity or limited liability company.

| Name of owned (parent) corporation or limited liability company | State of formation | Texas SOS file number, if any | Percentage of Ownership |
|---|---|---|---|
| | | | |

Registered agent and registered office currently on file. *(See instructions if you need to make changes)*

[ ] Check box if you need forms to change the registered agent or registered office information.

| Agent: RENE' BATES | | | |
|---|---|---|---|
| Office: 4660 CR 1006 | City: MCKINNEY | State: TX | ZIP Code: 75071 |

The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use addtional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or member and who is not currently employed by this, or a related, corporation or limited liability company.

| sign here ► | Title: SECRETARY | Date: | Area code and phone number: |
|---|---|---|---|

Texas Comptroller Official Use Only

| VE/DE | ○ | PIR IND | ○ |
|---|---|---|---|

1032

26.8

## 9. ADDITIONAL INFORMATION

Any additional information which the proposer considers pertinent for consideration should be included in a separate section of the proposal. Furthermore, Proposer shall provide a statement about why the proposer feels its approach would be the most cost effective to the City.

We have chosen to submit our price for this proposal in the form of a commission charge rather than a buyer's premium. Rene' Bates Auctioneers, Inc. has not yet used the Buyer's Premium because we feel that bidders do not like to be charged to bid on your auction. In addition, since we work primarily for governmental clients, all of those clients to date have prohibited us from charging a buyer's premium on their sales. We have also been told by the buyers that the "premium" causes them to adjust their bid price down in order to reflect the buyer's premium that they know will be added to their final bid. We feel that because we charge our commission to the seller, you will receive the highest results possible on your surplus items.
RBAI will use our years of experience in conducting auctions in the State of Florida to ensure that monies are collected properly on your sale and that all sales tax is collected and remitted according to Florida statutes and will retain these records for the City of Miami as it relates to these issues.

VEHICLE & EQUIPMENT INFORMATION SHEET REFERENCED IN SECTION 5 INCLUDED HERE - Page 27.1

# Vehicle/Equipment Information Sheet (VIS)

RENÉ BATES AUCTIONEERS, INC.
4660 CR 1006
McKinney, Texas 75071
Phone 972-548-9636 • Fax 972-542-5495 • Email auction@renebates.com

Date: _____

Owner:_____ Asset/Item/Unit or Vehicle Number: _____

Year: _____ Make:_____ Model:_____

VIN/Serial Number: _____

Mileage: _____ Hours (if applicable): _____

Engine Size:_____ Gas: ☐ Diesel: ☐ Propane: ☐ Other: ☐ Type: _____ Make:

Transmission: Automatic ☐ Manual ☐ Other: _____ Make: _____

Interior: Type of Seats Bucket ☐ 60-40 ☐ Bench ☐ Floor Mats: Rubber ☐ Carpet ☐

Vehicle Equipment:

| | Yes | No | | Yes | No |
|---|---|---|---|---|---|
| A/C | ☐ | ☐ | AM Radio | ☐ | ☐ |
| PS | ☐ | ☐ | FM Radio | ☐ | ☐ |
| PB | ☐ | ☐ | CD | ☐ | ☐ |
| Air Brakes | ☐ | ☐ | Cassette | ☐ | ☐ |
| Power Windows | ☐ | ☐ | Does it Run | ☐ | ☐ |
| Power Locks | ☐ | ☐ | Is it Road Worthy | ☐ | ☐ |
| Spotlight | ☐ | ☐ | Is it a Seized Vehicle | ☐ | ☐ |
| Rear Window Defogger | ☐ | ☐ | Does it have a Title | ☐ | ☐ |
| Trunk Release | ☐ | ☐ | Is it a Salvage Title | ☐ | ☐ |
| | | | Does it have keys | ☐ | ☐ |

Exterior Damage: _____

Repair Remarks: (work done recently - include dates)

_____

Known Defects:

_____

Other General Remarks or Descriptions:

_____

Location: _____

Contact Name/Email/Phone: _____

## Certification Statement

Please quote on this form, if applicable, net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs, including transportation to destination. The City reserves the right to accept or reject all or any part of this submission. Prices should be firm for a minimum of 120 days following the time set for closing of the submissions.

In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.

We (I) certify that we have read your solicitation, completed the necessary documents, and propose to furnish and deliver, **F.O.B. DESTINATION**, the items or services specified herein.

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations, or debarred or suspended as set in section 18-107 or Ordinance No. 12271.

All exceptions to this submission have been documented in the section below (refer to paragraph and section).

EXCEPTIONS:

We (I) certify that any and all information contained in this submission is true; and we (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the submitter. Please print the following and sign your name:

SUPPLIER NAME: René Bates Auctioneers Inc

ADDRESS: 4660 County Road 1006, McKinney TX 75071

PHONE: 972.548.9636 FAX: 972.542.5495

EMAIL: sheryl@renebates.com BEEPER: NA

SIGNED BY: Sheryl Bates

TITLE: President DATE: 5-30-11

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM SHALL DISQUALIFY THIS BID.**

28

## Certifications

Legal Name of Firm: Rene Bates Auctioneers Inc

Entity Type: Partnership, Sole Proprietorship, Corporation, etc.
Corporation

Year Established: 1966

Office Location: City of Miami, Miami-Dade County, or Other
4660 County Road 1006, McKinney Tx 75071

Business Tax Receipt / Occupational License Number:
AB AU 55 and AU4025 and AU2085

Business Tax Receipt / Occupational License Issuing Agency:
State of Florida - Dept of Business & Professional Regulation

Business Tax Receipt / Occupational License Expiration Date:
11-30-2011

Respondent certifies that (s) he has read and understood the provisions of City of Miami Ordinance No. 10032 (Section 18-105 of the City Code) pertaining to the implementation of a "First Source Hiring Agreement.": (Yes or No)
Yes

Do you expect to create new positions in your company in the event your company was awarded a Contract by the City? (Yes or No)
No

In the event your answer to question above is yes, how many new positions would you create to perform this work?
NA

Please list the title, rate of pay, summary of duties, number of positions, and expected length or duration of all new positions which might be created as a result of this award of a Contract.
NA

Will Subcontractor(s) be used? (Yes or No)
No

29

Please list and acknowledge all addendum/addenda received. List the addendum/addenda number and date of receipt (i.e. Addendum No. 1, 7/1/07). If no addendum/addenda was/were issued, please insert N/A.

Addendum No. 1, 5-23-2011 - Received

30

# "EXHIBIT C"

# SCOPE OF SERVICES

**(Scope of Services to follow this cover page)**

## INTERNET AUCTIONS

**The Proposer may include in their proposal their methodology (if any) for auctioning through the use of the Internet. The proposal should explain:**

- History/experience with Internet auctioning
- Site references
- Method of contacting buyers (buyer database)
- Information available to potential buyers (data, photos, etc.)
- Method of collection of data and photo of sale items
- Method of auctioning (set minimums, deadline date and time, modified deadlines, etc.)
- Site structure (dedicated page, shared)
- Location of sale items (agency site or contractor's site, pickup method, etc.)
- Method of payment for sale items (directly to agency or to contractor)

## 5. METHODOLOGY AND OVERALL APPROACH TO SCOPE OF WORK

Proposer shall explain the Scope of Work as understood by the proposer and detail the approach to preparing for and providing an auction, in accordance with the Scope of Work.

*Roles and Expectations for Rene' Bates Auctioneers, Inc.*

- RBAI will conduct online auctions for the City at their request
- RBAI will provide training for City staff regarding the online auction process including completion of forms, process for digital photography, electronic means to submit information to RBAI and other any other special training as required by the City.
- RBAI will provide a Project Manager for the City to be available for personalized training of City staff as well as to address all questions and concerns of the City.
- RBAI will assist the City with starting prices for each online auction item if so desired by the City.
- RBAI will post all online auction information on www.renebates.com and display auction items for one month prior to the closing date of each online auction conducted.
- RBAI will advertise all online auctions via normal advertising channels.
- RBAI will email each of our online auction bidders when the City's online auction is posted, when a new item is added to the City's auction and the week prior to the City's online auction close date.
- RBAI will collect all auction proceeds and applicable sales tax and generate E-Invoices for both the City and the buyers for each auction item sold.
- RBAI will send Paid Receipts via email to the City's designees along with the successful bidder.
- RBAI will remit all sales tax collected to the State of Florida
- RBAI will remit all monies, less sales tax and commission, to the City.

*Roles and Expectations for the City of Miami*

- The City will provide all information on auction items to be sold. This information will include digital photographs of each item as well as a full description of the item being sold. For vehicles and equipment, the City will complete a Vehicle/Equipment Information Sheet. On miscellaneous items, the City will give a complete description of items included in each lot.
- The City will provide onsite viewing of all auction items, on a date designated by the City, before the closing of each online auction for bidders to come and physically inspect all items, if they so desire.
- The City will oversee checkout and removal of paid auction items. The City will utilize the Paid Receipt provided by RBAI to ensure proper checkout of items.
- The City will complete all paperwork on titled vehicles and forward this paperwork to the successful bidder in the manner the City desires.

**TRAINING SUPPORT**

Training for the seller is very minimal due to the fact that RBAI handles all aspects of your online auction with the exception of gathering data on your surplus items. RBAI will provide training, as needed, to the seller as it relates to the completion of forms required to transmit your information to RBAI. We provide the seller with the necessary form to completely and accurately gather information on vehicles and equipment, which allows the seller to be confident in knowing that they are sending all pertinent information needed to have a successful online auction. This is accomplished by merely filling in the blanks on the form we provide to you on any vehicles or equipment you wish to sell. This form, along with digital photographs of the item, is all that is needed from the seller. For miscellaneous items, all that is required is a description of the item along with digital photographs and then RBAI will finish the process from there.

We are available to train any new personnel on this procedure at your convenience and in the manner you prefer. We can train by telephone by taking the City designee through each step of the data gathering process while viewing actual items that are posted on our website. All pertinent disclosures for auction items will be added by RBAI to ensure the most protection for the City and RBAI.

**Method of contacting buyers (buyer database)**

Email notifications –Bidders who have signed up to receive email notifications are sent an email once a week regarding all auctions that have been posted that week as well as any auctions closing the next week.

When a bidder places a bid on an auction item, they are automatically sent an outbid notice from our system in the event someone places a bid greater than theirs. This is done instantly from our system and gives the bidder peace of mind that they do not have to continually watch the auction to see if they have been outbid. RBAI will notify them in the event they are outbid and this gives them the opportunity to go back in and place another bid. When a bidder places a bid on an item, the system will instantly tell them if they are the high bidder or if there is a bid equal to or greater than their bid amount.

Proxy Bidding – We have a Maximum Bid feature that allows bidders to place the highest bid they are willing to pay for an item. The system will then automatically place bids for this bidder up to their Maximum Bid amount. These automatic bids will be placed in increments set for that particular item and will only be utilized in the event it is necessary. If a bidder's Maximum Bid amount is exceeded by another bidder, they will be notified by email that they have been outbid and will have the opportunity to place another bid, if they so desire. Our bidders are very comfortable with the feature in that allows the freedom to set their maximum price and not worry about missing any bids if they are away from the computer. The security of this feature does not allow any bidder to see the Maximum Bid of anyone else and under no circumstances does RBAI share this information with any bidder.

Identity Protection – All of our bidder's identity is protected with the anonymity of a Bidder Number. The Bidder Number is the only identifying feature that anyone can see on our website. All other information, such as name, address, phone numbers, etc, is used exclusively by RBAI. All customer data on our server is encrypted and all customer information to and from our server is handled using Secure Socket Layer (SSL) connections.

Bidder Updates - Active bidders are able to update their personal information via a secure website 24 hours a day and view current bidding activity also.

**Site references**

Our website, **www.renebates.com**, contains a link from our home page that gives full information on our company including address, phone numbers and State license numbers.

When a bidder accesses our home page, they click on the "Contact" link on the tool bar and it immediately brings up the "Contact Us" page. This page contains all information listed above along with a form to email RBAI with any questions or concerns.

At the bottom of every page that can be viewed by the public on our website, you will find the information that is displayed at the bottom of the "contact us" page. Every public page displays, directly below our anniversary seal, our address, phone number, license numbers and email address.

**Information available to potential buyers (data, photos, etc.)**

There is a variety of information available to potential buyers. When a buyer first accesses our website, auctions are listed in date and time order of which they are closing. This ensures that every single auction that is placed on our website will be the FIRST auction listed when its specified time and date for closing has been reached. This will guarantee that your auction will be easily accessible to the buying public. It also ensures that bidders are not required to perform lengthy searches to determine if you have an auction posted.

When a bidder sees the auction listing they want, they simply click into the link for the auction from our home page. They will be immediately taken to the "title page" of the auction which lists all the pertinent details specific to that auction. The following two pages is an example of what they will see. All of the information posted regarding locations, contacts, inspection and removal were provided to us by our client.

# City of Fort Lauderdale, Florida - Online Auction - CLOSED

Date & Time: Closes: March 23, 2011 Beginning at 12:00 PM CST (1:00 PM EST)

Location: LOCATION 1:
City's Works Compound, 220 S.W. 14th Avenue, Fort Lauderdale, Florida 33312
(Behind the Police Station located at 1300 W. Broward Blvd.)
Information: onlineauctionqa@fortlauderdale.gov

LOCATION 2:
1901 NW 6th Street, Fort Lauderdale, Fort Lauderdale, Florida
Information: Contact Eugene McCoy at emccoy@fortlauderdale.gov

Highlights: **Selling 50 Items Including: 2 Tractors, 2007 Freightliner FC60 with Johnston VT650 Street Sweeper, 3) 2005 CCC LET 26E 12 Cubic Yard Bulk Refuse Container Trucks with Tarp Systems, Construction 20 Yard Open Top Dumpster, Utility Body Pickups, Pickups, Automobiles, Seized Autos, Seized Pickup, ATVs, Mowers, Parking Enforcement Utility Vehicle, Utility Carts**

Categories: Catalog - ALL ITEMS (50) - ATVS (2) - AUTOMOBILES (17) - DUMPSTER (1) - MOWERS (8) - PARKING ENFORCEMENT UTILITY VEHICLE (1) - PICKUPS (3) - REFUSE TRUCKS (3) - SEIZED AUTOMOBILES (5) - SEIZED PICKUP (1) - SWEEPER (1) - TRACTORS (2) - UTILITY BODY PICKUPS (3) - UTILITY CARTS (3)

Notes: INFORMATION:
Location 1: onlineauctionqa@fortlauderdale.gov
Location 2: Contact Eugene McCoy at (954) 828-6002

INSPECTION:
Location 1: Friday, March 18th from 9:00 AM - 3:00 PM
**The City of Fort Lauderdale, Florida does allow vehicles to be started as well as allowing potential bidders to look under the hood, etc. during inspections.**
Location 2: By appointment only, please.

PLEASE NOTE! This online auction has staggered ending times. When you click on "ALL ITEMS" (above) the first online auction item will close at 12:00 PM. Each online auction item will close one minute after the previous. For Example: The first online auction item closes at 12:00 PM. The second online auction item closes at 12:01 PM. The third online auction item closes at 12:02 PM. This will continue until all online auction items have closed. Also note that extended bidding is still in place. Therefore, if the first online auction item goes into extended bidding the second online auction item will still close at 12:01 PM and the third online auction item will still close at 12:02 PM, etc. (unless they also go into extended bidding) while the first online auction item is still in extended bidding. This scenario applies to all online auction lots. If you have any questions regarding extended bidding, please contact us.

YOU WILL NOT BE INVOICED FOR THE ITEMS YOU HAVE PURCHASED UNTIL THE ENTIRE ONLINE AUCTION IS OVER.

Terms: IMPORTANT PAYMENT INSTRUCTIONS:
Payment should be sent overnight payable to Rene' Bates Auctioneers, Inc. in the form of a cashier's check or money order to:

Rene' Bates Auctioneers, Inc.
Attention: Online Payment Dept.
4660 County Road 1006
McKinney, Texas 75071

All payments for this auction must be received no later than 3:00 p.m., Tuesday, March 29, 2011.

PLEASE INCLUDE A COPY OF YOUR INVOICE WITH YOUR PAYMENT! If you are claiming purchases for resale OR if you are tax exempt, please include the appropriate tax form with your payment. The resale and exemption forms can be found on our website by clicking on the Help Menu and then "Forms". All previously submitted resale or exemption forms are kept with individual auctions so you must send a new form with each payment. We will not refund sales tax paid after a paid receipt has been issued so please ensure that your resale or exemption certificates are properly completed and submitted with your payment. There will be no exceptions to this policy.

REMOVAL:
All items must be removed by April 6 (10 business days from the auction close date - No Saturday or Sunday removal).
IF YOU CANNOT REMOVE AUCTION ITEMS WITHIN 10 BUSINESS DAYS FROM THE AUCTION CLOSE DATE PLEASE DO NOT BID ON THE AUCTION ITEMS. THERE WILL BE NO EXCEPTIONS OR EXTENSIONS TO THE REMOVAL DATE.
After the final day for removal a $25.00 per day, per item will be charged to the buyer for any items that have not yet been removed.

NOTE: ALL BIDDERS WILL BE CHARGED APPLICABLE SALES TAX. IF YOU ARE A NON-RESIDENT DEALER (THIS MEANS YOU ARE NOT LOCATED IN THE STATE OF FLORIDA) YOU WILL BE REQUIRED TO COMPLETE AND SIGN AN "EVIDENCE OF AUTHORITY TO BUSINESS" STATEMENT WHICH WILL BE PRINTED ON YOUR INVOICE. YOU WILL NEED TO SIGN & RETURN YOUR INVOICE ALONG WITH EVIDENCE OF AUTHORITY TO DO BUSINESS IN YOUR HOME STATE. The most common form Evidence of Authority to do business is a copy of your sales tax registration number or occupational license number. Please note that the company name listed on the Evidence of Authority must match your registered bidder name.

REGARDING TITLE PAPERWORK:
Please contact onlineauctionqa@fortlauderdale.gov

The Seller DOES NOT provide transportation or loading services for buyers to remove their merchandise. Any and all methods of lifting, towing, and hauling, as well as all other methods or requirements for the removal and transport of the materials, equipment and/or vehicles, is the sole responsibility of the buyer. If merchandise is not removed by the final day for removal, the ownership of the merchandise will revert back to the Seller and they may dispose of or re-sell the item at their discretion.

Renè Bates Auctioneers, Inc.
4660 County Road 1006
McKinney TX 75071
Phone: 972-548-9636
Fax: 972-542-5495
Email Web-page

From here, a bidder may choose to click into "all items" or a particular category. For this example, I have pasted the information below that a bidder would see if they clicked into "Sweepers". The description below would be displayed along with the photographs that were sent to us by the seller. In this case, this is an item for an auction that has already ended. Displayed, along with the description and photographs, is the final bid amount and the bidder number. We are able to post as much information as the client provides us. There is no limit to the number of pictures that can be posted with each item and the amount of information that may be posted. To see an example of what information is provided to our bidders, please look at www.renebates.com at any time to view any of the auctions being conducted.

2007 Freightliner FC60 with Johnston VT650 Street Sweeper; VIN 1FVAB6BV97DX10743; 26,394 Kilometers Showing - not guaranteed; Cummins ISB 200 5.9L Diesel Engine; Auto; Bucket Seats; A/C; PS; PB; AM/FM Radio; Was running when taken out of service; Decals may be painted over; AS-IS; Current Working Condition UNKNOWN; This item is USED and may contain defects that are not immediately detectable. Text description given is meant to be used as a guide only. You are responsible for inspecting item before bidding. All information provided is believed to be correct but NO warranty as such is either intended or implied. All items are sold AS IS - WHERE IS and WITH ALL FAULTS and DEFECTS THEREIN. (Location 1) 68800.00 29927

**Method of collection of data and photos of sale items**

When a city begins utilizing online auctions with RBAI, they are given thorough training on the form below. The most important thing that can be done to ensure the success of your online auction is to complete the forms on your inventory to be sold as accurately and detailed as possible. This will help keep the City and RBAI out of any disputes in the future over misrepresented items. We encourage you to use the knowledge and experience that we have gained from conducting auctions since 1966 and online auctions since 1999. We have learned what to look for and what to watch out for. We will help the City staff understand the importance of describing items accurately and help them recognize problems before they occur.

As you can see, the instructional documentation is very limited for the seller. As your auction company, it is our job to make the online auction process as easy as possible for your staff. All you do is provide the information to us on the items you want to sell and we put them in a consistent format and post the auction to our website. You, the City, are not required to input your own auction to our website. That is a standard service that we provide to you. We know that the City employees have many other duties and the online auction process should not take an enormous amount of their time. Once your information is sent to us, we will organize it, post it and add any pertinent disclosures to items that are needed. All you need to do is look it over once we have it posted and give us the okay to turn it on for bidding.

Any City employee will be able to prepare a list of inventory for an online auction. There is no special training needed because our process puts the majority of the work on the auction company, not the City. What we will offer to the City staff is the experience and knowledge of a licensed, auction company that has continually conducted live auctions and online auctions since 1966 and 1999 respectively. You will benefit from what we have learned after 45+ years in the auction business and one of the main things we have learned is to make the process simple for the customer.

**A COPY OF OUR VEHICLE & INFORMATION SHEET IS INCLUDED IN SECTION 9 - ADDITIONAL INFORMATION - See Page 27.1**

**Method of auctioning (set minimums, deadline date and time, modified deadlines, etc.) The information listed below are some of the things that can be done to customize your auction for you. Auction dates and times are set based upon your preference and may be modified, if necessary.**

Minimum Bid Requirements – This is the price that we begin bidding on your items. This price is set by the City along with recommendations from RBAI. Although our system does allow the feature "Minimum Not Met" we have not utilized it in the past. Our experience from conducting thousands of online and live auctions has helped us in assisting the clients we work to set their Starting Price that helps them obtain the highest result. We have seen time and time again items which are started with a price that is too high will discourage bidding activity. However, if the Starting Price is realistic, the bidding activity will be high on that item and more often than not the item will bring more than the City expected. We know the market on all items we are selling and we have the historical data from thousands of items to validate what an item should be started at and what it will most likely bring. This is where the experience and knowledge of a true auction company, one that has been in this business for 45+ years, benefits the City and results in the best prices for your auction items.

Internal reallocation – This can be accomplished a couple of different ways. When the City has several internal departments offering items in the same auction, the lot numbers can be assigned to identify a particular consignor (e.g. Police Department would be PD101, PD102; Parks & Recreation would be PR101, PR102, etc.) When this option is used, the accounting reports that are provided to the City will have each department's total broken down separately for use in your internal reallocation.

The second way many Cities and Counties have accomplished internal reallocation is by conducting separate auctions for the different departments. In this instance, the auction is specific to that department including City contacts, location of items and removal terms. Some City's prefer this option because it eliminates contacts from one department receiving bidder questions on items that belong to another department. Even though we are very specific when we post auctions with more than one location and one contact, many bidders do not read this and will call the first person on the list. By conducting separate auctions for the departments, this eliminates the confusion issue on the bidder's side. Because online auctions can be conducted at any time with any number of items, it is a very streamlined and simple process for any department to conduct their own auction.

Private auctions – We have the capability of conducting private auctions. In the past, we have conducted private auctions when we have sold real estate for municipalities. Because of the value of the real estate, the municipalities wanted to ensure that only serious bidders were allowed to bid on the real estate. They required a larger deposit to bid on the real estate. One instance required a $10,000 deposit and another had required a $100,000 deposit because of the high value of the real estate being sold. RBAI handled this entire process by posting clearly on the website that only bidders with the "special deposit requirement" would be allowed to bid. Cashier's checks were sent to RBAI for the amount specified and were held by our office until the auction had closed. The cashier's checks were not deposited. After the auction closed, the unsuccessful bidders had their cashier's checks returned to them and then we forwarded, to the

title company the City had requested, the cashier's check of the successful bidder. Even though all bidders accessing our site could view this auction, they could not bid on this private auction unless they had met the deposit requirement. This scenario would work the same way for a "law enforcement only" auction and RBAI would verify requirements of the bidders before allowing them to bid on that auction.

Dynamic Closing – Also known as auto-extend or extended bidding. Our system supports extended bidding. In the event any item receives a bid within 5 minutes of its set closing time, it will automatically be extended for an additional 5 minutes. If another bid is placed on that item at any time during that extended period, the item will automatically extend for another 5 minutes. This will continue until there has been no activity for 5 minutes. When an item has gone into extended bidding, there will be an indication on the item that it has extended and will show how many minutes remain in the extended bidding.

Bidder Deposit Requirements – Bidders on our site are required to have a $100.00 refundable deposit in escrow with RBAI. The $100.00 has greatly reduced the number of defaults from winning bidders. This ensures that we have only serious, valid bidders on our site. We have found that when a bidder has the deposit at stake, they are much less likely to default on a bid. This deters anyone who is attempting to hurt the integrity of your auction by placing false bids or high bids that they have no intent to pay for. Any bidder that does not pay for their auction item forfeits their $100.00 deposit and they are banned from any future online or live auctions that RBAI conducts.

Ability to Copy Previous Auctions – All auctions conducted through our website are archived on our server, in addition to the copy retained in our files (both paper and CD-ROM). Auctions can be recreated at any time if the City makes the request. In addition, once we have conducted an online auction for the City, the static information contained on the City's "Title page" is kept on the City's dedicated workspace on our server to be utilized for future auctions. This information can be changed or updated as necessary at a moment's notice.

**Site structure (dedicated, shared)**

1. HTTP address: www.renebates.com
2. Direct access is available at all times by accessing www.renebates.com
3. Rene' Bates Auctioneers, Inc. has a dedicated web site to our online and live auctions hosted at the Rackspace Managed Hosting in San Antonio, Texas. Rackspace is one the largest web hosting companies in the United States and they utilize the latest technologies and have an experienced and dedicated staff available for technical issues 24/7 for all their clients.
4. Our website is hosted by Rackspace Managed Hosting in San Antonio, Texas. but all information, maintenance, and handling of the website is done by employees of Rene' Bates Auctioneers, Inc.
5. We offer expert technical support to bidders and selling entities, as well as 24-hour site monitoring, through our ISP, allowing for a 99.9% uptime guarantee. All servers and connectivity hardware are housed in a secure building with fully redundant power and multiple on premises backup generators. Our high performance, dedicated and redundant backbone network connections enable us to offer unlimited bandwidth, providing

unlimited users full access to your auction. We accomplish this through multiple, triple redundant OC-3 connections via UUNET, MCI and GTE International network services. These connections allow for scalable bandwidth to make sure all bids are accepted at the closing of each item without delay, which ensures that the selling entity will receive the highest possible selling price. Through our firewall network administrator and traffic shaping abilities, we are able to protect against almost all types of Denial of Service attack, hacking, and Internet saboteurs. Our site also supports Secure Socket Layer (SSL) transaction encryption, allowing bidders to confidently transmit their registration information over the web.

6. Site Statistics include all information required for a complete detail of your entire auction. An example of those Site Statistics include a monthly "hit" volume on our website which is broken down by Hits per Hour, Hits per Day and Maximum and Average Hits per Hour and Day.
7. Software Ability and Functions
   I. We have the ability to add or remove any and/or all auctions items at any time during the online auction process, before the auction closes, at no cost to the seller. Once we receive a request from the City to add or remove an item, we have two dedicated people at RBAI to make those changes and they are done within 24 hours of receipt.
   II. We have the ability to add, delete, re-list and/or make any changes to an auction item with no cost to the seller. Once we receive a request from the City to add, delete, re-list or make any changes to an auction item, we have two dedicated people at RBAI to make those changes and they are completed within 24 hours of receipt. Items to be re-listed for sale will be done after coordinating a new auction date with the City.
   III. We have the ability and a process in place to block bidders or cancel any bids on any items, being auctioned on, by bidders who have failed to comply with our online Auction's Terms and Conditions. The online auction staff at RBAI is able to block bidders or cancel bids within 5 minutes after receiving the request. We maintain our systems completely in-house and are able to make these changes at a moment's notice.
   IV. We have the ability to change any and/or all the information on auction items and inform all bidders of the changes to the auction items. If an auction item is changed after bidding has begun on an item, our system emails all bidders on the item to notify them of the changes. At this point, they have the option to change or cancel their bid if they so desire. In addition, if significant changes are made to the item, the change is posted on that item in BOLD CAPS so that any bidders looking at this item know that it has been changed since it was originally posted.
   V. We have the ability and a process in place to validate all of our online auction bidders. For items III and V, all our registered bidders are required to post a $100.00 refundable deposit before being allowed to make a bid on our system. This deposit ensures that we have valid, serious bidders bidding on your auction items. This also ensures that we have a minimal amount of non payments from our registered bidders. If a registered bidder does not pay for their items within the specified time frame, they forfeit their deposit and are permanently banned from all auctions through Rene' Bates Auctioneers, Inc.

VI. Our system automatically invoices all winning bidders within 30 minutes of the time the auction closes. Their invoice includes a Lot number, Lot description, winning bid amount and applicable sales tax, if any. The invoice also gives the winning bidder complete instructions on how to make payment to Rene' Bates Auctioneers, Inc.

VII. When an auction item is paid for, a paid e-invoice is sent to both the buyer and the seller showing amount paid, method of payment and the buyer's name. This invoice can be sent to as many different contacts as the seller requests. This invoice is what the buyer uses when he comes to pick up his merchandise and the seller knows that they must have received the email from Rene' Bates Auctioneers, Inc. before releasing any merchandise.

VIII. Upgrades are made to our system upon our request on an as needed basis. Upgrades in the past have been a result of our requests to add features that are unique to our auctions. We also consider customer suggestions when adding or upgrading features. These upgrades are always done in a timely fashion, sometimes same day or others might take longer in order to get the program written for the upgrade and the testing completed. All upgrades are fully tested on a private network before being implemented on the www.renebates.com server.

**Location of sale items (agency site or contractor's site, pickup method, etc.)**
For internet auctions, sale items will always be located at the seller's location. There is no need to move items to one central location within the City. The goal of an online auction should be to make the process as simple and inexpensive as possible for the seller. Instead of utilizing manpower to move items around to a central location, items may be sold from multiple locations throughout the City. We will work with the City to maximize the manpower and resources as it relates to the online auction process.

Removal or pickup of items will be handled as the City dictates. The City may choose certain dates and times for removal or may require appointments to be scheduled. Every step of the auction will be handled as the City chooses and we will obtain this information from your designee and ensure that the bidders are always aware of the entire process as well by posting it in a consistent manner on our website.

**Method of payment for sale items (direct to agency or to contractor)**
RBAI accepts payment for auction purchases in the form of cash, cashier's check or money order within 4 days of the close of the auction. In addition, we are able to accept wire transfers upon request. For the $100.00 refundable deposit only, we allow our bidders to send us money via Pay Pal. The use of Pay Pal for the payment of the $100.00 refundable deposit allows bidders to remit these funds instantaneously. This is a convenience tool for the bidders who do not want to obtain and mail a cashier's check or money order and also accommodates those bidders that wait until the last minute to decide they want to bid. Pay Pal is a very quick and reliable way for bidders to remit their $100.00 refundable deposit.

RBAI has chosen not to accept credit cards as payment for auction purchases. The two main reasons for this decision are the fees associated with credit cards that we cannot pass on to the

buyer and the fact that payment by credit card can be charged back and disputed for up to six months after the transaction. Because of the type of merchandise we are selling (Surplus being sold AS-IS, WHERE-IS) this would not work for us because in effect, because of the charge back policy on credit cards, we would be giving a six month warranty or guarantee which we absolutely cannot do.

The accounting process begins when the auction has closed and invoices are sent to the buyers. At this point, the process will be different depending on if RBAI collects the money for the City's auction or if the City chooses to collect the money.

When RBAI collects the money, payments are sent directly to RBAI in the form of cash, cashier's check or money order. Once payment has been received, the payment is verified against the invoice. If the buyer is claiming Resale or Exempt status, we make sure the buyer has sent in the appropriate form required by the State of Florida. Once this is verified, a Paid Receipt is emailed to the buyer and to the City. At this point, the buyer is able to take their Paid Receipt to the City and pick up their item. Once all proceeds have been collected, your auction is reconciled and payment is sent to the City along with a Recap Letter and copies of all reports. Below is a listing of the reports that are provided. We also reconcile the sales tax collected on your sale and remit those funds to the Florida Department of Revenue via our online filing account with the State of Florida at the end of each month.

PLEASE NOTE THAT WE HAVE A SALES TAX PERMIT WITH THE STATE OF FLORIDA WHICH ALLOWS US TO COLLECT AND REMIT SALES TAX ON YOUR BEHALF. IF YOUR AUCTION COMPANY COLLECTS YOUR AUCTION PROCEEDS, THEY MUST HAVE A VALID SALES TAX PERMIT TO LEGALLY COLLECT THE SALES TAX IN THE STATE OF FLORIDA.

If the City chooses to collect their funds, they certainly have that option. However, most of our clients prefer that we collect the money to keep that responsibility off of the City employees.

## COLLECTION PROCESS IN PLACE BY RENE' BATES AUCTIONEERS, INC. FOR YOUR AUCTIONS

We require each bidder to post a $100.00 refundable deposit to ensure that each of our bidders is a valid, qualified bidder. This deposit method has been implemented for the protection and security of each of our bidders, as well as for the protection and security of our sellers. Each bidder knows that all bidders are valid and that they have met the same requirement to be able to bid online. The $100.00 deposit is fully refundable. It activates the bidder's account and, once activated, they can bid on any auction items in all online auctions conducted. In the event that a bidder does not pay for an item, their $100.00 is forfeited and they are banned from all auctions conducted by RBAI, live or online. We have found that the $100.00 refundable deposit has greatly reduced defaults on auction items. With this deposit, the bidders have a stake in their bidding actions and are much less likely to bid on an item they have no intention of paying for.
If a successful bidder has not paid for their item within the 4 days required on our website, RBAI will begin our process with the bidder to secure payment. This is just one more service that we offer to you. The City staff will not be required to do any extensive follow up that may be

needed with any late payments. We will keep the City appraised of all communications that we have with the bidder until resolved.

If an item ultimately is not paid for, we will repost the item at no charge to the City at their discretion. We can also attempt to go to a back-up bidder if the City so desires. This is all done at no additional cost to the City.

**REPORTS AVAILABLE TO THE SELLER**

The following reports are provided to the Seller at the conclusion of each auction. In addition, these reports can be obtained by the Seller directly from our website by accessing our archives, which will be provided to each Seller upon their request.

The "Auction Totals" page shows the following:

a. Number of Items in auction
b. Items with bids
c. Standard bids
d. Maximum bids
e. Total bids
f. Current total (final auction results)

The Title Page details the following:

a. Name of Entity
b. Date and Time of Auction
c. Location of auction
d. Highlights of items being sold
e. Categories of items included in auction
f. Notes regarding auction including inspection dates and times, contact persons, staggered ending explanation
g. Additional terms of auction including removal terms, information regarding sales tax, information on how title work is handled and statement regarding $25.00 storage fee
h. Contact information for Rene' Bates Auctioneers Inc.

The Auction Results report includes:

a. Item or Lot Number
b. Full description of item being sold along with all disclosures added by Rene' Bates Auctioneers, Inc.
c. Final Sales Price
d. Winning Bidder Number
e. Also included on this report on the first page at the top right is the name of the selling entity and date and time of closing of the auction.

A "Paid Receipt" is sent to the Seller when payment as been received. The information that will always be found on a paid receipt is:

a. It will always be sent from a @renebates.com email address.
b. It will have the distribution list that has been given to us by the Seller
c. The Subject Line will state "Paid Receipt – Bidder No. ####"

d. It will state "Paid Receipt" again in the body of the email, list the name of the selling entity and the internal sale number we utilize.
e. The receipt will then show "Paid", the dollar amount received and what form of payment was received (i.e. cash, cashier's check, money order, wire transfer)
f. The Bidder's number, name, address and phone numbers will be listed next.
g. The items that were purchased will be listed with their item number and full description.
h. The Taxable and Non-Taxable Totals will be showing. If tax is paid, it will reflect the amount paid. If tax is not being paid, it will show either "Resale" or "Exempt" where the tax should be.
i. The Removal Terms will be on the final paid receipt along with any other pertinent information the selling entity has given us.
j. These paid receipts are sent to the selling entity and to the winning bidder. The winning bidder uses the receipt to pick up their winning items from the selling entity.

THESE REPORTS ARE AVAILABLE TO YOU IN THE FOLLOWING FORMATS FOR THE FOLLOWING TIME PERIODS:

Your Auction Totals page and Title Page can be obtained from Rene' Bates Auctioneers, Inc. at any time by requesting them. They will be mailed to you upon completion of your auction and they can be emailed, if requested and will be available for a minimum of three years.
The Auction Results will also be mailed upon completion of the auction and can be emailed also. Your auction results are archived on our website indefinitely and can be pulled up at any time by searching our history function for your auction. In the event any of your staff wishes to utilize this function, simply call our office and we will provide the instructions for our archived auction section. Your auction results will be available for three years.
The paid receipts can be reproduced (email, mail, fax) at any time if the Seller is in need of another copy for their records and will be available for three years after the date of the auction.
All of these reports can be reproduced for the Seller at any time. We have records of all online auctions that we have conducted since 1999 and will be happy to assist with any request of reports needed.

# "EXHIBIT D"

# COMPENSATION

**(Compensation to follow this cover page)**

INSTRUCTIONS:
Proposer shall use this document to submit its' price/compensation proposal for **Group 1, Group 2 OR BOTH.** Proposer shall, as its sole compensation for services provided, receive commission based on a fixed percentage of gross sales proceeds generated from the auction (not to include sales tax) or a fixed percentage buyer's premium. *Proposers are not allowed to propose a combination of commission and buyers premium*. Successful Proposer(s) shall submit an invoice to the City based on their percentage commission charge or deduct the buyer's premium from the gross sales proceeds.

***Failure to submit price/compensation proposal as required and at time of proposal submittal shall disqualify Proposer from consideration.***

**GROUP 1: ON-SITE AUCTION SERVICES**

Line: **1.1**

Description: Commission Charge for Gross Sales: _____%

***OR***

Line: **1.2**

Description: Buyer's Premium for Gross Sales: _____%

**GROUP 2: INTERNET AUCTION SERVICES**

Line: **2.1**

Description: Commission Charge for Gross Sales: 4 %

***OR***

Line: **2.2**

Description: Buyer's Premium for Gross Sales: _____%

Sheryl L Bates
Print Name

President
Title

Signature

5-30-11
Date

# "EXHIBIT E"

## INSURANCE REQUIREMENTS

I. **Commercial General Liability**

A. Limits of Liability

| | |
|---|---|
| Bodily Injury and Property Damage Liability | |
| Each Occurrence | $1,000,000 |
| General Aggregate Limit | $ 2,000,000 |
| Personal and Advertising Injury | $ 1,000,000 |
| Products/Completed Operations | $ 1,000,000 |

B. Endorsements Required

City of Miami included as an Additional Insured
Employees included as insured
Contingent and Contractual Liability
Primary Insurance Clause

II. **Professional Liability/Errors and Omissions Coverage**

| | |
|---|---|
| Combined Single Limit | |
| Each Claim | $ 300,000 |
| General Aggregate Limit | $ 300,000 |
| Retro Date | |

III. **Personal Property of Others (if applicable)** **TBA**

**The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer in accordance to policy provisions.**

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or

certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

Note: "RFP 270254 – Auction Services" must appear on each Certificate of Insurance.