

**AUCTIONEERING SERVICES
RFP #SD0C-06-022-LC**

The School District of Osceola County, Florida

817 Bill Beck Boulevard, Kissimmee, FL 34744-4495

Phone: (407) 870-4600

Purchasing: (407) 870-4630 FAX (407) 870-4616 www.osceola.k12.fl.us

**September 12, 2005
AUCTIONEERING SERVICES
REQUEST FOR PROPOSAL
SDOC 06-022-LC**

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive proposals for **Auctioneering Services**. The Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **2:00 p.m. on October 18, 2005**. All responses will be publicly opened in the Purchasing Office at that time. Recommendations will be made to the School Board at a regularly scheduled meeting.

A Pre-Bid Conference is scheduled for September 22, 2005 beginning at 2:00 p.m. in the Purchasing Conference Room, at 817 Bill Beck Blvd, Bldg. 2000, Kissimmee, Florida.

Effective July 5, 1990, State Board of Education Rule 6A-1.012(5) allows school districts to make purchases from contracts awarded by other school districts, community colleges, state universities or governmental entities when so permitted in the bids/RFPs. Please be advised that other agencies may make use of the bid/RFP at the same prices and conditions.

PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST

Per the provisions of Florida Statute 287.133(2)(a), A person or affiliate who has been placed on the Convicted Vendor list for the State of Florida following a conviction for a public entity crime:

- May not submit a bid on a contract to provide any goods or services to a Public Entity.
- May not submit a bid on a contract with a Public Entity for the construction or repair of a public building or public work.
- May not submit bids on leases of real property to a Public Entity.
- May not be awarded or perform work as a contractor, supplier, sub-contractor or consultant under a contract with any Public Entity.

Convicted Vendors may not transact business with any Public Entity in excess of the threshold amount provided in Florida Statute 287.017 for a Category Two (2) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendors List.

APPLICABLE LAW

The laws of the State of Florida shall govern this contract: jurisdiction and venue shall lie in Osceola County, Florida.

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STATEMENT OF NO BID

The School District of Osceola County, Florida
Purchasing Department
817 Bill Beck Boulevard, Building 2000
Kissimmee, Florida 34744-4495

Attn: Linda Ciraldo - Senior Buyer

Bid # SDOC-06-022-LC

We, the undersigned, have decided not to bid for the following reasons.

- _____ We do not handle products/services in this classification
 - _____ Opening date does not allow sufficient time to complete bid
 - _____ Cannot supply at this time
 - _____ Suitable but engaged in other work
 - _____ Quantity too small
 - _____ Cannot meet required delivery
 - _____ Equivalent not presently available
 - _____ Unable to meet specifications
 - _____ Unable to meet insurance/bond requirements
 - _____ Please remove our name from the vendor file only for the commodity listed above
 - _____ Please remove our name from the School Board's entire vendor files
 - _____ Other reasons or remarks
-
-

We understand that if the "No Bid" letter is not returned by the bid due date, our name may be deleted from the School District of Osceola County's vendor list for this commodity.

Company Name _____

Authorized Signature _____

Print Name of Authorized Person _____

Email Address for Authorized Person _____

Telephone Number _____

Fax Number _____

**AUCTIONEERING SERVICES
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**DRUG FREE WORKPLACE
CERTIFICATION FORM FOR
AUCTIONEERING SERVICES**

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work-place, the business's policy of maintaining a drug-free work-place, any available drug counseling, rehabilitation, and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1) notify employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

ne(pr237p)

AUCTIONEERING SERVICES
RFP #SD0C-06-022-LC

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

REQUEST FOR PROPOSAL (RFP)
REQUIRED RESPONSE FORM

TITLE: AUCTIONEERING SERVICES RFP # SDOC 06-022-LC

Anti-Collusion Statement/Public Domain

I, the undersigned proposer, have not divulged, discussed, or compared this proposal with any other proposers and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Proposal Certification

I hereby certify that I am submitting the following information as my company's Authorized Representative and understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of this proposal, and all attachments and the contents of any addendum released hereto.

PROPOSER (Contractor Name): _____

STREET ADDRESS: _____

CITY & STATE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____

TOLL FREE: _____ INTERNET E-MAIL ADDRESS _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.

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OSCEOLA COUNTY, FLORIDA

REQUEST FOR PROPOSAL (RFP)
#SDOC 06-022 LC

AUCTIONEERING SERVICES

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RFP #SD0C-06-022-LC**

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

REQUEST FOR PROPOSAL (RFP)

AUCTIONEERING SERVICES

#SDOC 06-022-LC

1.0 INTRODUCTION:

1.1 Background:

This is a Request for Proposal (“RFP”) for AUCTIONEERING SERVICES listed and described in the body of these specifications to be used as noted by the School District of Osceola County, Florida (the “District”).

The Evaluation Committee (the “Committee”) reports to the Purchasing Department. The Committee is comprised of various staff members from the District, as deemed necessary.

It is anticipated that the Evaluation Committee will review the proposals received in response to this RFP will conduct any Oral presentations as deemed necessary. The committee will make an award recommendation to the School Board for proposers qualified.

1.2 General Information about the District:

The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 1000, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools and it’s departments within the applicable parameters of state laws, State Board of Education Rules, and School Board policies.

The District is coterminous with Osceola County. The annual budget for the District for 2004 – 2005 school year totals \$586, 507,183.20, including an operating budget of \$288,851,251.00, and a capital budget of \$191,815,972.17. The District operates thirty-four schools, which includes seventeen elementary schools, seven middle schools, seven high schools, two K thru 8 schools, and one 6th thru 12 grade school. The District is also responsible for thirteen alternative educational sites, and eleven charter schools. The total full-time K-12 enrollment of public school students as of July 2005 is 49,037. Growth projected to continue in the future at an average of 1800 students per year over the next five years.

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2.0 SCOPE:

2.1 SCOPE OF WORK:

THIS SPECIFICATION establishes the minimum requirements for **AUCTIONEERING SERVICES** listed and described in the body of these specifications to be used as noted by the School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495.

2.2 THE INTENT of this RFP is to establish a contract for a base period of five (5) years from the date of award of the bid. During which time, the successful service provider shall guarantee proposer prices for the item(s) awarded to him/her as specified in this RFP. The contract will be subject to annual renewal for the duration of the base bid term, at the same terms and conditions, if mutually agreeable by both parties. Also, this contract may be extended at the conclusion of the base period for two (2) additional one (1) year periods at the same terms and conditions if mutually agreeable by both parties. However, the contract may be terminated upon thirty (30) days written notice by the School District or ninety (90) days written notice by the awarded vendor. The purchase of this service and listed options will be contingent upon available funding at the District level.

2.3 METHOD OF AWARD:

SCHOOL BOARD may award this contract on an "All-or-None" basis to one vendor, who can provide the best all-around service at a reasonable cost. In determining which vendor is in the best interest of the SCHOOL BOARD, a selection committee shall review and rank each Vendor on the following:

- Submittal packets
- References
- Experience, qualifications and reputation of each Vendor
- Quality of services proposed

2.4 BEST PROPOSAL

The District intends to accept the "best" proposals submitted to it. In determining which is the "best" proposal received, SCHOOL BOARD shall also consider and weigh (a) the experience, qualifications and reputation of each service provider, (b) the quality of services proposed by each proposer, and (c) pricing.

The District reserves the right (a) to reject any and all proposals received by it and rebid at its discretion, (b) to waive minor informalities in any proposal, (c) accept any proposal or part thereof that in its judgment will be in the best interest of the School District of Osceola County, Florida.

3.0 INSTRUCTIONS TO PROPOSERS:

3.1 Proposals must be submitted in a sealed container, clearly identified as RFP for AUCTIONEERING SERVICE. Sealed proposals will be received until 2:00 p.m. on October 18, 2005, in the School Districts Purchasing Office at the address shown in Section 3.2. The official clock for receiving proposals is located in the Purchasing Office. All proposals must be date and time stamped. Proposals will be opened in the Purchasing Office after the deadline for receiving proposals. Any proposal received in Purchasing after the deadline indicated above will be date and time stamped but will not be opened. The Bidder is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternate steps to assure that their bid is delivered to the **Purchasing Department** by the specified due date and time.

One manually signed original (with "Pricing") and five (5) photocopies (without "Pricing") of the proposal must be submitted. **"Pricing" shall be submitted in a separately sealed envelope with the "original" proposal.**

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A standard 8-1/2" by 11" format in a spiral bound booklet is requested. Each page shall have the name of the respondent indicated clearly at the upper right corner of the page.

All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).

Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.

Proposers should become familiar with any local conditions, which may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

Proposals not conforming to the instructions provided herein may be subject to disqualification.

Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.

3.2 BOARD CONTACT AND ADDRESS INFORMATION:

This RFP is issued by the School District's Purchasing Department. The Purchasing Department is the sole point of contact with regard to this RFP and all contractual matters related to the services described herein. All communications concerning this RFP must be addressed, in writing to:

Linda L. Ciraldo
Senior Buyer, Purchasing Department
The School District of Osceola County, Florida
817 Bill Beck Blvd.
Kissimmee, Florida 34744

3.3 ANTICIPATED SCHEDULE OF EVENTS:

September 14 2005	Issuance of RFP
September 22, 2005 @ 2:00 PM	Pre-Bid Conference
October 18, 2005 @ 2:00 PM	RFP Opening
November 1, 2005	Evaluation
November 9, 2005	Oral Presentations
December 6, 2005	School Board Award of Contract

3.4 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 2:00 p.m., on, September 22, 2005, in the **Purchasing Conference Room**, at 817 Bill Beck Blvd, Bldg. 2000, Kissimmee, Florida. The proposal document will be discussed and questions from the proposers will be entertained. Proposers may wish to submit questions, in writing, in advance of the conference, to the Purchasing Department.

It is the vendor's responsibility to see if any addendums or changes to the schedule have been made to this RFP.

After award recommendation all vendors will be notified of the award status. No information will be given prior to Board Approval.

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3.5 AWARD:

The District reserves the right to accept or reject any or all proposals.

The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

The District reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the District may deem necessary.

The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.

The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed or (3) award to multiple vendors.

The proposal with the highest number of points will be ranked first; however, nothing herein will prevent the District from making multiple awards to deem all proposals responsive, and to assign work to any firm deemed responsive.

The District reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the District reserves the right to negotiate and recommend award to the next highest rated proposer or subsequent proposers until an agreement is reached.

3.6 RFP INQUIRIES:

Potential bidders may submit written questions by facsimile (FAX), addressed to Linda L Ciraldo, Senior Buyer, FAX # 407 – 870-4616. Questions must be received no later than **October 3, 2005, before 12:00 PM**. Telephone inquiries will not be accepted, nor will answers be provided by telephone. It is the sole responsibility of the bidder to ensure that written questions will be received by the deadline indicated above. Responses will be distributed by facsimile to all bidders who have received a RFP.

The Board may modify the Request for Proposal at any time prior to the proposal due date by issuance of a written addendum to all vendors who are participating. Addenda shall be numbered consecutively and initiated by the Purchasing representative. No other person shall be authorized to make changes verbally or in writing. It shall be the responsibility of the proposer to be sure they received all addenda.

No verbal or written information, which is obtained other than by information in this document or by addendum to this RFP, will be binding on the District.

3.7 LOBBYING:

PROPOSERS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.

LOBBYING IS DEFINED AS ANY ACTION TAKEN BY AN INDIVIDUAL, CONTRACTOR, ASSOCIATION, JOINT VENTURE, PARTNERSHIP, SYNDICATE, CORPORATION, AND ALL OTHER GROUPS WHO SEEK TO INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR DISTRICT PERSONNEL ON THE AWARD OF THIS CONTRACT.

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ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF THE PROPOSER WILL RESULT IN REJECTION/DISQUALIFICATION OF SAID PROPOSER.

4.0 TECHNICAL SPECIFICATIONS

4.01 It is the intent of this solicitation to describe Auctioneering Services and administration of required financial documents of auctions performed under this agreement. Respondents to this RFP shall address the following minimum requirements:

4.02 **Fully automated accounting system that will track and provide the following information:**

- a. List of all registered bidder's number, address, telephone number.
- b. List of all lot numbers which individual bidders were successful, to include total dollar amount spent by each registered bidder.
- c. Dollar amount of bid price for each lot sold, to include registration number of successful bidder.
- d. Capability to track items from three or more individual governmental agencies separately and in total.
- e. Reports available day of auction.

4.03 **Trained staff able to provide the following service:**

- a. Receive and tag lots as they are delivered from SDOC to auction site.
- b. Perform data entry on above noted automated system.
- c. Receive and account for payments.
- d. Issue receipts and vehicle documents (bill of sale, title transfers).

4.04 **Equipment Required at Vendor's Site:**

- a. Personal Computer, Printer and computer paper
- b. Audio amplification equipment
- c. Audio tape recorder and audio tapes
- d. Calculators

4.05 **Advertising by Auctioneer:**

- a. Auctioneer shall notify all individuals and companies on his/her maintained bidder's lists for equipment, vehicles and other items offered for sale at auction.
- b. Auctioneer shall advertise in Auction trade journals and publications.
- c. Auctioneer shall edit, print and distribute brochures based on equipment and other items to be sold at the auction.
- d. Auctioneer shall publish display advertisements in newspapers of local distribution.

4.06 **Security by Auctioneer:**

- a. Auctioneer shall be responsible for all security of the site items/equipment to be auctioned.

4.08 **Awarded Vendor:**

- a. The awarded Vendor shall hold at least one auction per month. With the exception of the month of December.

4.09 **OWNER'S RESPONSIBILITIES:**

- a. Owner shall provide titles and bills of sale for all vehicles to be auctioned.

4.10 **NON-COLLUSION**

Contractor warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for Proposer to solicit or secure this proposal and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other

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than a bona fide employee working solely for Contractor. Any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this proposal.

If the Proposer violates this provision, OWNER shall have the right (which shall be cumulative to the other rights OWNER may have) to forthwith terminate this proposal without liability and, further, OWNER may, at its discretion, deduct from monies then owed to Contractor, if any, or otherwise recover from Contractor the full amount of such fee, commission, percentage, gift or consideration.

The Proposer also certifies that his proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, services, or is in all respects fair and without collusion or fraud.

5.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL:

In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all information in your proposal. It is required that five (5) copies of the proposal be submitted along with the original proposal. {The "original" proposal shall be the only one with the "Pricing".} A standard 8-1/2" by 11" format in a spiral bound booklet is requested. Each page shall have the name of the respondent indicated clearly at the upper right corner of the page.

5.1 Request for Proposal Form

The Request for Proposal Form supplied as page four of this document must be completed and appear as the top sheet of the Proposal submitted.

5.2 Table of Contents

Include a clear identification of the materials by section and by page number.

5.3 Letter of Transmittal – Limit to one or two pages and:

Briefly state the proposers understanding of the nature and scope of service(s) to be provided for the District and the proposers overall recommendation.

- A. Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers; and
- B. Give the Federal taxpayer identification number of the proposer.

5.4 Profile and Qualifications

Experience and Qualifications of the Proposer

A. Organization:

- 1. Proposers Business Address, City, State, County, Zip Code.
- 2. Size and type of organization and number of years of business under its present business name.
 - a. If your organization is a Corporation, list the following; Date of incorporation, State of Incorporation, President's name, Vice President's name, Secretary's name and Treasurer's name.
 - b. If your organization is a partnership, list the following; Date of organization, Type of partnership (if applicable) and the name(s) of general partners.

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- c. If your organization is individually owned, list the following; Date of organization and name of owner.
- d. Number of year in business, including years of operation under firm name(s). Also, indicate number of years of business. a). in State of Florida and b). in Providing services required by this Proposal Request.

B. Licensing:

- 1. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable. Include with your bid response photocopies of all current licenses that apply to this bid.
- 2. List jurisdiction in which your organization's partnership or trade name is filed.

C. Experience:

- 1. Claims and Suits: If the answers to any of the questions below are yes, attach detail.
 - a. Has your organization ever failed to complete any work awarded to it?
 - b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
 - c. Has your organization filed any lawsuits or requested arbitration within the last five years?
- 2. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a similar contract? (If the answer is yes, please attach details.)
- 3. State total worth of work in progress and under contract.
- 4. List major projects your organization has completed in the past five years, giving the name of project, owner, architect (if applicable) contract amount, date of completion and percentage of the cost of the work performed with your own forces.

D. References:

- 1. List trade references.
- 2. List bank references.
- 3. List surety information: Name of Bonding company, bonding limits and name and address of agent.
- 4. Governmental Agencies also in Florida with contracts similar to this proposal's requirements.
- 5. Provide references from other Florida school districts or similar agencies for similar to that contemplated by this RFP, including contact persons' name, address, and phone number.

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E. Financial Statement:

1. Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:
 - a. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
 - b. Net fixed Assets;
 - c. Other Assets;
 - d. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);
 - e. Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares per value, earned surplus and retained earnings).
2. Name and address of firm preparing attached financial statements, and date thereof.
3. The financial must be for the identical organization named on page 4. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).
4. Will the organization whose financial statement is attached act as guarantor of the contract for construction?

F. Organization Profile

1. Firm Name, Business Address, City, State, County, Zip Code.
2. Size of the organization.
3. Number of years in business, including years of operation under other firm name(s). Also, indicate number of years of business: a). in State of Florida and b). in providing services required by this Proposal Request.
4. Resumes of those individuals who will have a direct role in the performance and supervision of this agreement. Please indicate the specific qualifications of each individual and the role they will play for the duration of the contract.
5. Identify any subcontractors that will be used to execute this contract. A profile of general information, background information, and relevant experience shall be provided for each subcontractor.
6. Financial Capability & Litigation History: Outline the resources the firm has at its disposal to successfully provide the services herein specified and include an Annual Report and Statement of Financial Conditions, and litigation history for the past five (5) years. Identify all litigation to which your firm, a predecessor firm, or a related individual or entity has been a party, including arbitration and administrative proceedings, during the past five (5) years involving claims for excess of ten thousand (10,000) dollars (10% of the contract value).

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7. Past Performance: Briefly describe five (5) most similar contracts or related projects which your firm has fulfilled or in which your firm is currently engaged. Please include the following for each:
 - a. Contract Name
 - b. Owner, Contact Person, Phone #, Fax #
 - c. Location
 - d. Project \$ Amount
 - e. Source of Funds
 - f. Type of /or Services Provided
 - g. Start and End Dates, if applicable, and reason for termination of Contract.
 - h. Notes or Comments
8. Describe the firm's experience with other Public School Boards in Florida and other Governmental Agencies also in Florida with contracts similar to this proposal's requirements.
9. Describe how the services herein specified would be conducted to fulfill this contract.
10. References from other School Districts, Governmental Agencies, and other businesses.

G. Statement of Work

The Proposer shall explain and provide sufficient information for each section outlined below as he/she understands it and detail the approach to be taken to furnish the services required by this entire Request for Proposal. The following information is required:

1. Proposer's knowledge and understanding of the applicable laws of the State of Florida as they pertain to auctions and auctioneers.
2. Description of the technical approach to be taken in addressing the Scope of Work to include a delineation of specific tasks and identification of the individuals responsible for implementation of said tasks. Proposer shall provide sample computer read-outs for evaluation.
3. Description of Proposer's work management plan that will provide services in accordance with this Request For Proposal.
4. Description of any additional services proposer shall provide in addition to the scope of work listed in Section 8. Specifically, will the proposer offer assistance with bringing auction items to the auction site?
5. Describe any assistance the proposer may give to the governmental entities in transfer of vehicle titles. Will the proposer offer an onsite public notary?
6. Should the proposer offer concessionaire services, describe insurance coverage for the concessionaire, and state that the proposer shall take responsibility for all required permitting.

5.5 Cost of Services

The proposer shall submit firm pricing for any and all positions proposed and any other applicable services required by this request and other services proposed by the Proposer:

Pricing submitted in the Proposer's Proposal Response shall remain valid throughout the entire life of the contract unless otherwise noted. Each Proposer shall **submit this pricing in a sealed, separate envelope** as part of the original Proposal Response. (Only one (1) Proposer's

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“Original” Price Sheet shall be submitted. But this Price Sheet **MUST** be enclosed in a separate, sealed envelope.)

The District reserves the right, after evaluation of the submittals, to make a recommendation to the Board based on the competitive proposals received, therefore, your best pricing should be submitted in your original response.

5.6 Check Unit Prices

Please be sure to check unit prices and extensions. In the event an error is made in submitting your proposal prices, the unit price will be used in determining the correct proposal price.

5.7 Additional Data

Since data not specifically requested must not be included in the foregoing proposal sections, give any additional information considered essential to the proposal in this section. If there is not additional information to present, state in this section “There is no additional information that we wish to present.”

6.0 PROPOSAL EVALUATION PROCESS:

RFPs are received and publicly opened. Only names of respondents are read at this time.

The Evaluation Committee, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.

The Evaluation Committee will assign points in the evaluation of the written proposals and recommendation process in accordance with the evaluation criteria listed in the Evaluation Criteria, Section 7.0. Discussion of proposals may be supplemented by an overview, summary or comments by appropriate District personnel and/or outside consultants or advisors.

A selected group of Proposers may be required to make an oral presentation/informal interviews to the Evaluation Committee. Such a presentation will provide an opportunity for the proposers to clarify their understanding of the District's requirements and to ensure that the District understands their offer. The presentations will be evaluated based on the criteria listed below. See 7.2.

The presentations will be made at the School District of Osceola County's Purchasing Office, Building 2000, 817 Bill Beck Blvd., Kissimmee, FL 34744. The Selected Proposers will be invited to make a fifteen (15) minute presentation to be followed by a question and answer session no longer than fifteen (15) minutes in length. The Purchasing Office will schedule any necessary presentations.

The Evaluation Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If the Evaluation Committee cannot reach a mutually beneficial agreement with the first selected proposer, the Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached.

The Purchasing Department will prepare and submit its recommendation as an agenda item to the Superintendent.

The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).

The School Board will award or reject any or all proposal(s).

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7.0 EVALUATION CRITERIA:

Each proposer will be ranked based on an analysis of the following based on the written proposal:

A maximum of 100 points will be awarded based upon the qualifications of the proposing contractor, including, but not limited to the following:

- a. Proposed approach to provide the services described in Section 4.0,
- b. Proposers ability to meet all Technical Specification in Section 4.0,
- c. Letter of transmittal in Section 5.3, and
- d. Profile and Qualifications in Section 5.4

7.1 The Evaluation Committee shall rank all proposals received, which meet the submittal requirements. The following factors will be considered in ranking the 'written' proposals received.

<u>Proposal Response Evaluation Criteria</u>	<u>Weighted Value</u>
1. Proposal Response Format Section 5.1 – 5.3 (RFP Form, Table of Contents, Letter of Transmittal)	5 points maximum
2. Profile and Organization, Section 5.4; paragraphs A - C (Organization, Licensing, Experience)	5 points maximum
3. References, Section 5.4; paragraph D	10 points maximum
4. Financial Statement, Section 5.4; paragraph E	5 points maximum
5. Organization Profile, Section 5.4; paragraph F	10 point maximum
6. Statement of Work Part G; 1 & 2	15 points maximum
7. Statement of Work Part G; 3 & 4	25 points maximum
8. Statement of Work Part G; 5 & 6	20 points maximum
9. Approach to Technical Specifications, 4.0	5 points maximum
10. Pricing <u>Pricing (Required but not evaluated at this time)</u>	<u>0 point maximum</u>

TOTAL NUMBER OF POINTS: 100 points

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7.2 Each proposer, invited to give an Oral Presentation, will be ranked based on an analysis of the following based on an Oral Presentation:

<u>Oral Presentation Evaluation Criteria</u>	<u>Weighted Value</u>
1. <u>Knowledge of this Industry</u>	<u>20 points maximum</u>
2. <u>Ability to meet Technical Specifications</u>	<u>30 points maximum</u>
3. <u>Ability to provide services</u>	<u>35 points maximum</u>
4. <u>Oral Presentation</u>	<u>5 points maximum</u>
5. <u>Pricing</u>	<u>10 points maximum</u>
<u>TOTAL NUMBER OF POINTS:</u>	<u>100 points maximum</u>

8.0 STANDARD TERMS AND CONDITIONS

8.1 ACCEPTANCE/REJECTION

The School District of Osceola County reserves the right to accept or to reject any and all proposals and to make the award to the Proposer who, in the opinion of the District, will be in the best interest of and/or most advantageous to the District. The School District of Osceola County also reserves the right to reject the proposal of any Proposer who has previously failed in the proper performance of an award or failed to deliver on time proposers of a similar nature or who is not in a position to perform properly under this award. The School District of Osceola County reserves the right to inspect all facilities of the Proposers in order to make a determination as to the foregoing. The School District of Osceola County reserves the right to waive any informalities and irregularities.

8.2 CANCELLATION OF AWARD/TERMINATION:

In the event any of the provisions of this proposal are violated by the proposer(s), the Superintendent or designee will give written notice to the proposer(s) stating the deficiencies unless the deficiencies are corrected within ten (10) days, recommendation will be made to the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law.

8.3 DEFAULT:

In the event that the awarded proposer(s) should breach this contract, the District reserves the right to seek remedies in law and/or in equity.

8.4 LEGAL REQUIREMENTS:

It shall be the responsibility of the proposer(s) to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

Proposer(s) doing business with the district are prohibited from discriminating 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, rates of pay or other compensation methods, and training selection.

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8.5 FEDERAL AND STATE TAX:

The District is exempt from federal and state taxes for tangible personal property. Proposer(s) doing business with the District will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any proposer be authorized to use the District's Tax Exemption Number in securing such materials.

8.6 CONFLICT OF INTEREST:

All proposers must disclose the name of any officer, director, or agent who is also an employee of the District. All proposers must disclose the name of any District employee who owns, directly or indirectly, any interest in the proposers' business or any of its branches.

8.7 INSURANCE REQUIREMENTS:

Awarded bidders must provide Proof of Insurance to the School District of Osceola County by submitting their Certificate of Insurance. **THE SCHOOL DISTRICT OF OSCEOLA COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR ALL REQUIRED INSURANCE. ALL INSURANCE MUST BE ISSUED BY A COMPANY OR COMPANIES APPROVED BY THE SCHOOL DISTRICT.**

Certificates of insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Osceola County's Risk Management Department, with copies going to the Purchasing Department, who originated the contract, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty (30) days written notice must be provided to the School District of Osceola County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven (7) days of the date of request by the Purchasing Department. For all contracts with a bid amount of \$500,000 or more, the actual **INSURANCE POLICY** must be included with the Certificate of Insurance.

A. WORKER'S COMPENSATION: Proposer(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

B. COMPREHENSIVE GENERAL LIABILITY: Awarded bidders shall procure and maintain, for the life of this contract/agreement, Comprehensive General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy.

The minimum limits of coverage shall be \$1,000,000.00 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

C. BUSINESS AUTOMOBILE LIABILITY: Awarded bidders shall procure and maintain, for the life of the contract agreement, Business Automobile Liability Insurance.

The minimum limits of coverage shall be \$500,000.00 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" policy. The insurance must be an occurrence form policy.

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In the event the contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the contractor indicating the following:

_____ (Company Name) does not own any vehicles. In the event, we acquire any vehicles throughout the term of this contract agreement,

_____ (Company Name) agrees to purchase "Any Auto" or "Comprehensive Form" coverage as of the date of the acquisition.

- D. PROFESSIONAL LIABILITY:** The awarded bidder shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$1,000,000.00 with a deductible not to exceed \$25,000. The deductible shall be the responsibility of the insured. Professional liability policies shall include an endorsement whereby the awarded bidder holds harmless the School Board of Osceola County and each officer, agent and employee of the School Board of Osceola County against all claims, against any of them for personal injury or wrongful death or property damage arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the awarded bidder or anyone employed by the awarded bidder.

This policy must be continued or tail coverage provided for two years after completion of this project.

8.8 INDEMNIFICATION/HOLD HARMLESS AGREEMENT:

Awarded proposers shall, in addition to any other obligation to indemnify the School District of Osceola County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, their agents, officer, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual alleged;

- A. Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, sub-contractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- B. Violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
- C. Liens, claims or actions made by the contractor or any sub-contractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any sub-contractor under worker's compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the School Board of Osceola County to enforce this agreement shall be borne by the proposer.

8.9 PUBLIC RECORDS LAW:

All proposal documents or other materials submitted by the proposer in response to this RFP will be open for inspection by any person and in accord with Chapter 119, Florida Statutes.

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8.10 PERMITS AND LICENSES:

The proposer(s) will be responsible for obtaining any necessary permits obtainable through the Districts Building Permit Department and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinance without additional cost to the District.

8.11 CODES AND REGULATIONS

The Contractor must strictly comply with all Federal, State and local codes and regulations.

8.12 INTELLECTUAL PROPERTY RIGHTS:

The proposer(s) will indemnify and hold harmless, the District from liability of any nature or kind; including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with the School Board.

8.13 SUB-CONTRACTS:

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District.

The proposer(s) will be fully responsible to the District for the acts and omissions of the sub proposer(s) and their employees.

After award of contract, any changes in sub-contractors or sub-proposers require prior School District written approval.

8.14 INDULGENCE:

Indulgence by the District on any non-compliance by the proposer does not constitute a waiver of any rights under this RFP.

8.15 PROPOSER'S MAILING ADDRESS:

It is the responsibility of every proposer to register and maintain their current mailing address with the School District of Osceola County Purchasing Department.

8.16 ASSIGNMENT OF CONTRACT AND/OR PAYMENT:

This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of the School District.

The proposer herein shall not assign payments under this contract or agreement without the prior written consent of the School District.

8.17 INVOICING

The successful Proposer will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid SDOC purchase order numbers. Invoices shall be mailed directly to: ACCOUNTING, School District of Osceola County, 817 Bill Beck Blvd., Kissimmee, Florida 34744-4495. A separate invoice must be received for each purchase order number. Invoices, which do not reference valid SDOC, purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be

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returned to the Proposer for resolution of the discrepancies. The District shall be invoiced on a monthly basis.

IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO RECONCILE THE PURCHASE ORDER AND THE CONTRACTOR'S INVOICE AND TO NOTIFY THE PURCHASING REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO BILLING. THE SCHOOL BOARD WILL ONLY PAY THE DOLLAR AMOUNTS AUTHORIZED ON THE PURCHASE ORDER.

8.18 POSSESSION OF FIREARMS:

Possession of firearms will not be tolerated on School District property.

“Firearm” means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device, or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School District project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School District shall be terminated.

8.19 AGREEMENT:

A contract will be released, after award, for any work to be performed as a result of this RFP. The RFP, the proposal, negotiated terms, and the contract will constitute the complete agreement between the proposer and the District. If the proposer requires an additional contract, then the proposer should include their sample contract as an attachment to the proposal submitted for review.

8.20 JOINT PROPOSAL:

In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

8.21 FUNDING OUT/TERMINATION/CANCELLATION:

Florida School Laws (Section 237.161, Florida Statutes) prohibit School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year.

Therefore, the following funding out provisions are an integral part of this proposal and must be agreed to by all proposers:

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The School Board may, during the contract period, terminate or discontinue the services covered in this proposal at the end of the School Board's then current fiscal year upon ninety (90) days prior written notice to the successful proposer.

Such prior written notice will state:

- That the lack of appropriated funds is the reason for termination, and
- Agreement not to replace the services being terminated with services similar to those covered in this proposal from another vendor in the succeeding funding period.

"This written notification will thereafter release the School Board of all further obligations in anyway related to the services covered herein."

The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out".

8.22 RIGHT TO TERMINATE

The School Board and the contractor may cancel this contract without cause at any time during the contract period by providing the other party with a written notice; the Contractor must give ninety (90) written notice to the District. And the District must give the Contractor at least thirty (30) days prior to the cancellation date. In the event the Contractor violates any of the provisions of the contract, the Superintendent of the School District may serve written notice upon the Contractor of the intention to terminate the contract for cause. The notice will state the reasons for the intention to terminate the contract, and, unless ten (10) calendar days after serving such notice upon the Contractor, such violation shall cease and satisfactory arrangements for correction be made, the contract shall, upon expiration of the ten (10) day period, cease and terminate. However, the liability of the Contractor for any and all violations of the contract shall not be affected by this termination.

8.23 POSTING OF RFP RECOMMENDATION:

RFP recommended awards will be posted for review by interested parties, at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida on or about **December 6, 2005**, and will remain posted for a period of 72 hours. Any person who may be adversely affected by an intended decision with respect to the award of any bid may protest such a decision by following the bid protest procedure of the School District of Osceola County. Failure to follow the requirements of the bid protest procedures and Section 120.57(3), Florida Statutes, shall constitute a waiver of all protest rights.

8.24 BIDDERS QUALIFICATIONS

Only responsible Bidders qualified by previous experience and satisfactory completion of at least five contracts or orders for similar work within the last five years will be considered. The Bidders shall be in sound financial position and qualified to perform the work. (The School Board reserves the right to contact any and all customers past or present to verify previous experience and satisfactory completion of contracts.)

8.25 BID PROTESTS

BIDDERS are advised that any and all Bid Protests must be made in accordance with the requirements of the TERMS AND CONDITIONS of this bid, the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes.

- A. ALL BIDDERS acknowledge that the significant damages and losses that will be suffered by the OWNER as a result of the time lost and costs associated with an unsuccessful Bid Protest will be difficult, if not impossible to prove. Therefore, any and all Bid Protests must be accompanied by SECURITY in an amount equal one (1) percent of the total estimated

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contract value, but not less than \$500.00 nor more than \$5,000.00, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protesters in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding

- B. THE SECURITY may be in the form of a bank cashier's check or bank certified check payable to "The School District of Osceola County, Florida." Alternatively, the Security may be in the form of a Bond naming as Obligee therein "The School District of Osceola County, Florida." Each such Bond shall be executed by the BIDDER, as the PRINCIPAL therein, and by a Surety. The Protest Bond shall be dated the same date as the date shown on the BIDDER'S Protest. There must be attached to each Protest Bond a duly authenticated or certified Power of Attorney evidencing that the Attorney-In-Fact who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.
- C. Should the protesting BIDDER be successful in its Bid Protest, the SECURITY submitted by that BIDDER should be returned to the Protesting BIDDER in full.
- D. Should the protesting BIDDER'S protest be unsuccessful, the SECURITY submitted by the protesting BIDDER in the form of a cashier's check or certified check shall be kept and retained by the OWNER and OWNER may receive and retain all moneys represented by such check and the Protesting BIDDER shall have no right to same or to a refund of any part of same.
- E. If the Protesting BIDDER'S protest is unsuccessful, and the SECURITY submitted by the BIDDER is in the form of a Protest Bond, the BIDDER and the Surety on said Protest Bond shall forthwith pay over to the OWNER the full monetary amount and penal sum of said Protest Bond, and OWNER shall retain such amount and sum.

To qualify as a successful Bid Protest:

In the case of a protest of another BIDDER'S Bid, the Bid being protested by the Protesting BIDDER must be rejected by the School Board for the reasons stated in the Protesting Bidder's Protest.

In the case of the BIDDER protesting the rejection of its own Bid, for the protest to be successful, the School Board must award the contract to the Protesting Bidder.

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PRICE SHEET

In accordance with the terms, conditions and scope of work, the undersigned offer or hereby submits the following prices for supplying The School District of Osceola County with Auctioneering Services as called for in SDOC-06-022-LC.

1. Percentage Vendor will give the School District of Osceola County (SDOC) for items sold at the Vendor's facility
 - A. Percentages given on titled gross Auction proceeds _____%
 - B. Percentage given on all miscellaneous and non-titles items _____%

All percentages shall remain firm for the five (5) year term from the date of Board Approval.

2. Price Vendor would charge SDOC for pick up of items from SDOC to be Delivered to the Auction Site \$ _____
3. Credit if given to SDOC for SDOC to deliver items to the Auction Site \$ _____
4. Price Vendor will charge SDOC to pick up vehicles from SDOC to be Delivered to the Auction Site \$ _____
5. Credit if given to SDOC for SDOC to deliver vehicles to the Auction Site \$ _____

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

NAME (Typed) TITLE

SIGNATURE VENDOR NAME

DATE TELEPHONE NUMBER FACSIMILE NUMBER

Email Address