

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Previous Contract/Project No:

Re-Bid
 Other
 LIVING WAGE APPLIES: ___ YES ___ **X** NO

Requisition/Project No: RQID1500134 TERM OF CONTRACT: 1 years with 2 one year options-to-renew

Requisition/Project Title: Auctioneering Services for Tax Recovery

Description: To access Broward County Contract No. C1336901B1 for auctioneer services. This is a no-cost contract. The auctioneer will seize, transport, store, and sell seized properties at public auction, for the Miami-Dade County Tax Collector – Finance. It is estimated that assets with an aggregate value of \$50,000 will be auction in a one year.

User Department(s): Finance
 Issuing Department: ISD Contact Person: Ingrid Bernal Phone: 305-375- 4211
 Estimated Cost: 0.00 Funding Source: General

ANALYSIS

Commodity/Service No: <u>96209</u>	SIC:															
Trade/Commodity/Service Opportunities																
<div style="border: 1px solid black; padding: 5px; margin: 5px auto; width: 80%;"> Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History </div>																
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border-bottom: 1px solid black; text-align: center;"><u>EXISTING</u></td> <td style="width: 33%; border-bottom: 1px solid black; text-align: center;"><u>2ND YEAR</u></td> <td style="width: 33%; border-bottom: 1px solid black; text-align: center;"><u>3RD YEAR</u></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Contractor:</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Small Business Enterprise:</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Contract Value:</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td colspan="3" style="border-bottom: 1px solid black;">Comments:</td> </tr> </table>	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	Contractor:			Small Business Enterprise:			Contract Value:			Comments:		
<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>														
Contractor:																
Small Business Enterprise:																
Contract Value:																
Comments:																
Continued on another page (s): ___ Yes ___ No																

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

Signed: Ingrid Bernal Date to DBD: 09/18/2015

Date Returned to DPM: _____

**Bid Tabulation Packet
for
Solicitation C1336901B1**

Auctioneering Services for Tax Recovery

Bid designation: Public



Broward County Board of County Commissioners

Bid #C1336901B1 - Auctioneering Services for Tax Recovery

Creation Date Apr 2, 2015

End Date May 6, 2015 2:00:00 PM EDT

Start Date Apr 20, 2015 9:28:44 AM EDT

Awarded Date Not Yet Awarded

C1336901B1--01-01 Auctioneering Services - To be Paid by the Percent (%) of the "Buyers Premium"					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Toby Neverett Auctioneers	First Offer - 20.00%	1 / fee	20.00%		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Supplier Totals

Toby Neverett Auctioneers	\$0.00
Bid Contact Toby Neverett toby@neverettauctions.com Ph 561-706-7218	Address 2171 N Dixie Hwy POMPANO BEACH, FL 33060
Agency Notes:	Supplier Notes:

**

Toby Neverett Auctioneers

Bid Contact: **Toby Neverett**
toby@neverettauctions.com
Ph 561-706-7218

Address: **2171 N Dixie Hwy**
POMPANO BEACH, FL 33060

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
C1336901B1--01-01	Auctioneering Services - To be Paid by the Percent (%) of the "Buyers Premium"	Supplier Product Code:	First Offer - 20.00%	1 / fee	20.00% Y

Supplier Total **\$0.00**



SPECIFICATIONS AND REQUIREMENTS

Auctioneering Services for Tax Recovery

A. PURPOSE:

The purpose of this solicitation is to obtain Auctioneering Services for Tax Recovery for the Broward County Records, Taxes & Treasury Division. These services will be used to conduct the public auction of levied upon and seized tangible personal property of delinquent taxpayers. Auctions are subject to all legal notice and advertising requirements per Florida Statutes, as is the collection of full and immediate payments for all auctioned items, and the reporting of all sale proceeds. Sale proceeds from these auctions aim to satisfy unpaid Tangible Personal Property (TPP) tax accounts.

B. BUYER'S PREMIUM:

Auction Service will be paid through a Buyer's Premium paid by persons buying items at the auction. Vendor should enter percentage of Buyer's Premium to be charged at County Tax auctions to cover all Auctioneer expenses required in this Specifications and Requirements. All expenses that are Auctioneer responsibility in this document will be paid by the premium, or free, on the pre-tax total of each invoice for items sold, that is added to the bid amount and paid by the buyer. Bids may be in whole or fractions of a percentage. The lowest Buyers Premium will be awarded the bid.

C. COUNTY RESPONSIBILITIES:

1. The County identifies items to be auctioned and locations within Broward County at which auctions are to take place, or if the auction is to take place at the taxpayer's location.
2. The County will provide Auctioneer with a written work order describing services to be performed and location for the required services.
3. If the items to be auctioned need to be moved from the business location to the Auctioneer's location for the auction, County will notify Auctioneer.
4. The County shall have personnel from the Records, Taxes, and Treasury Division in possession of a valid tax warrant in attendance at each auction. The County shall observe all auction processes.
5. In accordance with Chapter 197, Section 417, the County shall determine the amount of tax, interest, delinquent charges, costs, collection fees that are due. The County has the responsibility of returning any surplus funds to the person who has possession of the property when the tax levy was made or to the owner of the property.

<u>Item No.</u>	<u>DESCRIPTION</u>	<u>COMPLY?</u>		<u>COMMENTS</u>
		<u>YES</u>	<u>NO</u>	
C.	<u>AUCTIONEER RESPONSIBILITIES: AUCTION</u>			
	1. Auctioneer will assign Project Manager to coordinate all matters with appropriate County representative .	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	2. In accordance with Chapter 197, Section 417, Florida Statute, Auctioneer will advertise by notice posted on the internet			

		at least seven (7) days prior to the sale of all items to be auctioned, and the property shall be sold at public auction at the location noted in the advertisement. Copies of all advertisements must be submitted to the County representative at the time advertising is posted.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	3.	Auctioneer will advertise all auctions on the internet. Assets valued over \$100 shall be posted on the internet with photographs. These are minimum advertising requirements. Auctioneer may do additional advertising beyond what is required here. Advertising costs are included in Buyers Premium.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	4.	Auctioneer will conduct all auctions with a team including a minimum of one (1) Auctioneer, one (1) Ringman, and one (1) Clerk/Cashier/Computer Operator for each auction.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	5.	If the tangible personal property is to be moved from the business location to the Auctioneer's location for the auction, Auctioneer will provide all equipment and labor to safely move the items without damage to materials and a warehouse facility. Auctioneer is responsible for moving.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	6.	Auctioneer must have access to a warehouse facility within a fifty (50) mile radius of the City of Ft. Lauderdale, FL at which an auction can be held.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	7.	Auctioneer must have a licensed plumber and licensed electrician available, if needed, to dismantle and/or move equipment at Auctioneer expense.	<input type="checkbox"/>	<input type="checkbox"/>	
	9.	Auctioneer shall clean area where auction is to take place before and after sale.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	10.	Auctioneer will arrange for well-organized, efficient procedures at auction sales. The Auctioneer shall tag or mark all items or lots with auction numbers, and sell each item or lot to the highest responsible bidder.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	11.	Auctioneer shall register all bidders immediately prior to each sale.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	12.	Auctioneer is responsible for collection of			

		full and immediate payment on all items sold.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	13.	Auctioneer shall furnish a tape recorder and tapes to record each auction. Tapes will be turned over to the County, if requested.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	14.	Auctioneer shall provide a computer printout to the County within ten (10) working days of auction completion, to include each buyers' name, address, telephone number, item purchased, and price paid, including the buyer's premium amount. This report shall be sent with the proceeds from the sale.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	15.	Auctioneer shall also complete and submit to the County within ten (10) working days of auction completion, a statement for services rendered indicating gross sales and percentage of commission withheld from gross sales.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

D. AUCTIONEER RESPONSIBILITIES: NO AUCTION HELD

In cases where a taxpayer pays its outstanding taxes and fees upon the County and Auctioneer arriving to seize its tangible property, the Auctioneer will be reimbursed all reasonable expenses it has incurred. This reimbursement shall be due to the Auctioneer when attempted property seizures result in no auction being held. Reimbursements of costs shall be made in accordance with Florida State Statute F.S. §197.413(5). The Auctioneer is required to provide the County proof of its expenses.

E. MISCELLANEOUS:

AUCTION DATES

The auction dates shall be mutually agreed upon by Broward County and Auctioneer and shall be held, if possible, within thirty (30) days of the written work order.

RECORDS

Auctioneer shall keep accurate records on sales and require any and all contractors and subcontractors to keep records as may be necessary in order to correctly bill County. All books and records relative to the Project will be available at all reasonable times from examination and audit by County and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for County's disallowances of any fees or expenses based upon such entries. All books and records which are considered public records shall, pursuant to Chapter 119, Florida Statutes, be kept by Auctioneer in accordance with such statutes.

OTHER

1. All purchases must be settled in full at the end of sale by cash, cashier's check, or company check accompanied by a bank letter of guarantee. Buyers will be required to present letter of guarantee at time of registration.
2. All sales are subject to state and local tax laws. Auctioneer must pay all applicable taxes.
3. Sales tax numbers shall be required on all items purchased by dealers for resale. Failure to furnish a tax number shall require payment of the sales tax on all purchases.

4. Auctioneer shall send a company check within ten (10) calendar days of auction completion to the County with proceeds from the Auction, including the report and statement for services rendered, as stated in Sections C 14 and C 15. **Make check payable to:**

“BROWARD COUNTY RECORDS, TAXES, AND TREASURY DIVISION”

Mail To: Records, Taxes and Treasury Division
 Tangible Personal Property Enforcement Section
 115 South Andrews Avenue, Room A100
 Fort Lauderdale, FL 33301

Buyer: Toby Heverett, Purchasing Director

General Conditions

These are standard instructions for Invitations to Bid and Quotation Requests issued by the Broward County Board of County Commissioners (County). The County may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Instructions to Vendors or in the price sheets. By acceptance of a purchase order or award notification issued by the County, Vendor agrees that the provisions included within this solicitation, which upon award serves as the executed contract, shall prevail over any conflicting provision within any standard form contract of the Vendor regardless of any language in Vendor's contract to the contrary. Digital versions of this solicitation are provided for the convenience of the Vendor. Any material modification of the solicitation and/or any alteration of the verbiage is expressly prohibited and is not enforceable. Any alteration may render the Vendor's submission void and bar the Vendor from consideration in connection with this solicitation.

1. Execution of Solicitation Response:

- (a) Solicitation response must contain a signature of an individual authorized to bind the Vendor. Electronic signatures or digital signatures shall have the same effect as an original signature.
 - (b) No award will be made to a Vendor who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, Vendor attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the Vendor's statement is discovered to be false, Vendor will be subject to debarment and the County may terminate any contract it has with Vendor.
 - (c) Vendor certifies by submitting this solicitation response that no principals or corporate officers of the firm were principals or corporate officers in any other firm which was suspended or debarred from doing business with Broward County within the last three years, unless noted in the response.
 - (d) By submitting this solicitation response, Vendor attests that any and all statements, oral, written or otherwise, made in support of this response, are accurate, true and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.
2. **Withdrawal:** No Vendor may withdraw its solicitation response before the expiration of 120 days from the date of opening. Any response altering the 120 day requirement shall be deemed non-responsive.
 3. **Submission of Bids and Quotations:** Vendor's solicitation response must be submitted electronically through BidSync, the County's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.
 4. **Bid Opening (Invitation for Bids only):** All bids received shall be publicly opened in the presence of one or more witnesses at the Purchasing Division office or other designated County location. The Purchasing Division will decrypt responses received in BidSync after the designated bid end date and time.
 5. **Addenda:** Broward County reserves the right to amend this solicitation prior to the opening date indicated. Only written addenda are binding. If, upon review, material errors in specifications are

found, contact the Purchasing Division immediately, prior to opening date, to allow for review and subsequent clarification on the part of Broward County. Vendors shall be responsible for obtaining, reviewing and acknowledging each addendum.

6. **Prices, Terms, and Payments:** Firm prices shall be provided and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.
 - (a) **The Vendor:** In submitting this solicitation response certifies that the prices provided herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
 - (b) **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.
 - (c) **Ties:** The Purchasing Division will break tie responses in accordance with the Procurement Code.
 - (d) **Taxes:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Vendor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Vendor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.
 - (e) **Discounts:** Vendors may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for evaluation purposes. Vendors should reflect any discounts to be considered in the evaluation in the unit prices submitted.
 - (f) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure of the Vendor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.
 - (g) **Ordering:** The County reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the County reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.
7. **Open-End Contract:** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities will be used for comparison purposes only. The County reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of Direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.
8. **Contract Period (Open-End Contract):** The initial contract period shall start and terminate as indicated in the Special Instructions to Vendor. The Vendor will complete delivery and the County will receive delivery on any orders transmitted to the Vendor prior to the expiration date. The Director of Purchasing may renew this contract subject to Vendor acceptance, satisfactory performance, and determination that renewal is in the best interest of the County. The County will provide Notification of Intent to Renew in advance of the contract expiration date. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal

period unless subject to price adjustment specified as a "special condition" hereto. ***In the event scheduled services will end because of contract expiration, the Vendor shall continue the service at the direction of the Director of Purchasing. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.***

9. **Fixed Contract Quantities:** Purchase order(s) for full quantities will be issued to successful Vendor(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Vendor agrees to furnish such quantities at the same prices, terms and conditions.
10. **Awards:** **If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the responsible Vendor with the lowest responsive solicitation response meeting the written specifications.** As the best interest of the County may require, the right is reserved to make award(s) by individual commodities/ services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be priced. A Vendor desiring to offer "No Charge" on an item in a group must indicate by placing a \$0.00 in the offer field, and enter "No Charge" in the "Notes for Buyer" section in BidSync; otherwise the group will be construed as incomplete and may be rejected. However, if Vendors do not offer all items within a group, the County reserves the right to award on an item by item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Board of County Commissioners, whichever is applicable reserves the right to waive technicalities and irregularities and to reject any or all responses.
11. **Payment:** Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay the Vendor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number.
12. **Termination:**
 - (a) **Availability of Funds:** If the term of this contract extends beyond a single fiscal year of the County, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes (Florida Statutes). The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the County may terminate this contract upon thirty (30) days prior written notice to the Vendor.
 - (b) **Non Performance:** The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.
 - (c) **For Convenience:** The Awarding Authority may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Vendor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated; however, upon being notified of County's election to terminate, Vendor shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of

the contract. In no event will payment be made for lost or future profits. Vendor acknowledges and agrees that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged for County's right to terminate this contract for convenience.

13. **Conditions and Packaging:** Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the solicitation response. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying Vendor and purchase order number.
14. **Safety Standards:** Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked-out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.
15. **Non-Conformance to Contract Conditions:** The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email, or fax) of rejection, items shall be removed within five (5) calendar days by the Vendor at its expense and redelivered at its expense. The County regards rejected goods left longer than thirty (30) days as abandoned and the County has the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in Vendor being found in default.
16. **Inspection, Acceptance and Title:** Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the County.
17. **Governmental Restrictions:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this solicitation response prior to its delivery, it shall be the responsibility of the successful Vendor to notify the County at once, indicating in its letter the specific regulation which required an alteration. The County reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.
18. **Legal Requirements:** Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Broward County Procurement Code shall govern development, submittal and evaluation of responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the County by and through its officers, employees and authorized representative, or any other person natural or otherwise in addition to any resultant agreement. Lack of knowledge by any Vendor shall not constitute a recognizable defense against the legal effect thereof.
19. **Indemnification:** Vendor shall at all times hereafter indemnify, hold harmless and, defend County, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees,

court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, Vendor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Vendor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend County. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Vendor under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County. The provisions and obligations of this section shall survive the expiration or earlier termination of this contract.

For construction contracts, Vendor shall indemnify and hold harmless County, its officers 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 Vendor and persons employed or utilized by Vendor in the performance of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Vendor under this contract may be retained by County until all of County's claims for indemnification pursuant to this contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. The provisions and obligations of this section shall survive the expiration or earlier termination of this contract.

20. **Notice:** Written notice provided pursuant to this contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the County designates:

Director, Broward County Purchasing Division
115 S. Andrews Avenue, Room 212
Fort Lauderdale, FL 33301-1801

Vendor shall identify in the solicitation response a designated person and address to whom notice shall be sent when required by the contract.

21. **Jurisdiction, Venue, Waiver of Jury Trial:** The contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of the contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. By entering into this contract, Vendor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract. If any party demands a jury trial in an lawsuit arising out of the contract and fails to withdraw the request after written notice by the other party, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the party contesting the request for jury trial.
22. **Patents and Royalties:** The Vendor, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.

23. **Assignment, Subcontract:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Director of Purchasing. Any award issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Director of Purchasing.
24. **Qualifications of Vendor:** The County will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Vendor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to County. The County reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The County reserves the right to consider a Vendor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Vendor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for termination of any contract awarded to successful Vendor. Vendor shall notify the County immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.
25. **Equal Employment Opportunity:** No Vendor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation (including but not limited to Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental handicap if qualified. Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Vendor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- The Vendor selected to perform work on a County project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26, as amended. The subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy as the County deems appropriate.
26. **Modifications:** All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.
27. **Resolution of Protested Solicitations and Proposed Awards:** In accordance with Sections 21.118 and 21.120 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following apply:
- (a) Any protest concerning the solicitation or other solicitation specifications, or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.
 - (b) Any protest concerning a solicitation or proposed award above the authority of the Director of

Purchasing, after the opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation for award on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing.

- (c) Any actual or prospective Vendor or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.
- (d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the Vendor's right to protest.
- (e) As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee. The filing fee shall be based upon the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners. The filing fees are as follows:

Estimated Contract Amount	Filing Fee
\$30,000 - \$250,000	\$500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

- 28. **Public Entity Crimes Act:** Vendor represents that its response to this solicitation will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that the County, as a public entity, may not transact any business with a Vendor in excess of the threshold amount provided in Purchasing Categories, Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the Convicted Vendor List. Vendor represents that its response to this solicitation is not a violation of Discrimination, Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the Discriminatory Vendor List i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.
- 29. **Purchase by Other Governmental Agencies:** Each governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the Vendor. It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.
- 30. **Public Records:** The County is a public agency subject to Chapter 119, Florida Statutes. Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding Vendor might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes. As required by Chapter 119, Florida Statutes, the Contractor and all subcontractors for services shall comply with Florida's Public Records Law. Specifically, the Contractor and subcontractors shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
 - (b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in

Chapter 119, Florida Statutes, or as otherwise provided by law;

- (c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to the County, at no cost, all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the agency.
- (e) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the County shall enforce the Default in accordance with the provisions set forth in the General Conditions, Article 12.

31. **Audit Right and Retention of Records:** County shall have the right to audit the books, records, and accounts of awarded Vendor that are related to this contract. Vendor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the contract.

Vendor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Vendor's records, Vendor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Vendor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

32. **Procurement Code:** The entire chapter of the Broward County Procurement Code can be obtained from the Purchasing Division's website at: www.broward.org/purchasing.

33. **Ownership of Documents:** All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Vendor in connection with this contract shall become the property of County, whether the Project for which they are made is completed or not, and shall be delivered to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, County may withhold any payments then due to Vendor until Vendor complies with the provisions of this section.

34. **State of Florida Division of Corporations Requirements:** It is the Vendor's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.

The County will review the Vendor's business status based on the information provided in response to this solicitation. If the Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to conduct business in the State of Florida. Corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible.

If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

35. **Cone of Silence Ordinance (Invitations For Bids):** In accordance with Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that after the advertisement of the solicitation, potential Vendors and their representatives are substantially restricted from communicating regarding the solicitation with the County Administrator, Deputy

County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this solicitation process.

- (a) For Invitations for Bids, the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners and their staff upon bid opening for the solicitation.
 - (b) The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.
 - (c) Any violations of this ordinance by any representative of the Vendor, including owner, employee, consultant, lobbyist, or actual or potential subcontractor or subconsultant may be reported to the County's Office of Professional Standards. If there is a determination of violation, a fine shall be imposed against the Vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.
36. **Contingency Fees:** By submission of this solicitation response, Vendor certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee working solely for the Vendor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Vendor.
37. **Local Business Tax Receipt Requirements:** All Vendors maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.
38. **Battery Disposal:** The Vendor must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.
39. **Dun & Bradstreet Report Requirement:** The County may review the Vendor's rating and payment performance to assist in determining a Vendor's responsibility when being evaluated for a contract award.
40. **Code Requirements:** The Vendor and his or her subcontractors on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.
41. **Special Notice:** In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), Vendors are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.
42. **Samples:** Samples or drawings, when required, shall be free of charge. If not mutilated or destroyed in the examination, Vendor will be notified to remove same at their expense. If samples are not removed within thirty (30) calendar days after written notice to the Vendor, they shall be considered as abandoned and the County shall have the right to dispose of them as its own property.
43. **Vendor Responsibilities:** Unless otherwise specified, Vendor will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their response. Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture.
44. **Vendor Evaluation:** The Contract Administrator will document the Vendor's performance by completing a Performance Evaluation Form. A blank Performance Evaluation Form may be

viewed at:

broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf.

An interim performance evaluation of the successful Vendor may be submitted by the Contract Administrator during completion of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the Vendor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the Director of Purchasing who shall provide a copy to the successful Vendor upon request. Said evaluation(s) may be used by the County as a factor in considering the responsibility of the Vendor for future solicitations.

45. **Warranties and Guarantees:** The Vendor shall obtain all manufacturers' warranties and guarantees of all equipment and materials required by this solicitation and any resultant orders in the name of the Board and shall deliver same to point of delivery.
46. **"Or Equal" Clause:** Whenever a material, article or piece of equipment is identified in the solicitation documents, including plans and specifications, by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the County.

VENDOR ACKNOWLEDGEMENT

This form must be completed and submitted with the Vendor's submittal. Failure to comply will deem vendor non-responsive.

1. LEGAL BUSINESS NAME: **Toby Neverett Auctioneers, Inc.**
2. FEDERAL EMPLOYER I.D. NO. (FEIN): **650998787**
3. DUN AND BRADSTREET NO.:
4. DOING BUSINESS AS/ FICTITIOUS NAME (if applicable):
5. WEBSITE ADDRESS (if applicable): **neverettauctions.com**
6. PRINCIPAL PLACE OF BUSINESS ADDRESS: **2171 N. Dixie Hwy., Pompano Beach, FL 33060**
7. TELEPHONE NO.: **954-781-9611** FAX NO.: **954-781-9696**
8. TYPE OF BUSINESS (check appropriate box):
 - Corporation (Specify the State of Incorporation): **Florida**
 - Sole Proprietor Limited Liability Corporation Limited Partnership (LLC)
 - General Partnership (State and County filed in)
 - Other – Specify
9. AUTHORIZED CONTACT FOR YOUR FIRM:
 - Name: **Toby Neverett** Title: **President**
 - Telephone Number: **561-706-7218** Fax Number: **954-781-9696**
 - E-mail: **toby@neverettauctions.com**
10. LIST ALL ADDENDA ACKNOWLEDGED:

BY EXECUTING THIS ACKNOWLEDGEMENT FORM, VENDOR ACKNOWLEDGES AND ACCEPTS ALL GENERAL CONDITIONS AND SPECIAL INSTRUCTIONS.

Toby Neverett	President	
*AUTHORIZED SIGNATURE/NAME	TITLE	DATE

* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

VENDOR QUESTIONNAIRE

The completed Vendor Questionnaire should be submitted with the solicitation response but must be submitted within three business days of County's request. Failure to provide the completed questionnaire timely may result in the Vendor being deemed non-responsive. **If a response requires additional information, the Vendor should attach/upload a written detailed response; each response should be numbered to match the question number.** The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire be knowledgeable about the proposing Vendor's business and operations.

1. LIST NAME AND TITLE OF EACH PRINCIPAL, OWNER, OFFICER, AND MAJOR SHAREHOLDER:
 - a)
 - b)
 - c)
 - d)
 2. Specify the type of services or commodities your firm offers:
auctioneers, appraisals, liquidations
 3. How many years has your firm been in business while providing the services and/or products offered within this solicitation? **29**
 4. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation? Yes No
 5. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser? The County reserves the right to verify prior to a recommendation of award. Yes No
 N/A (if service)
 6. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached a written response. Yes No
 7. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached a written response. Yes No
 8. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached a written response. Yes No
 9. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached a written response. Yes No
 10. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached a written response, including contact information for owner and surety company. Yes No
- Vendor Name:**
11. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract? Yes No
 12. Would your firm accept a Visa credit card as payment from Broward County? Yes No
 13. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a

result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract. Living Wage had an effect on the pricing.

Yes No
 N/A

If yes, Living Wage increased the pricing by % or decreased the pricing by %.

14. Non-Collusion Certification: Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

Select One:

- Vendor certifies that this offer is made independently and free from collusion; or
- Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Questions 15 - 18 are only applicable to service contracts or a construction contracts (repair, maintain or furnish and install) solicitations:

15. What similar on-going contracts is your firm currently working on? If additional space is required, provide on separate sheet.
16. Has your firm completely inspected the project site(s) prior to submitting response? Yes No
17. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached a written response. Yes No
18. What equipment does your firm own that is available for this contract?

Vendor Name:

19. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. **Only one (1) Broward County Board of County Commissioners agency reference may be submitted.** If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

Reference No. 1:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates
(Month and Year):

Contract Amount:

Reference No. 2:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates
(Month and Year):

Contract Amount:

Reference No. 3:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates
(Month and Year):

Contract Amount:

Name of Vendor:

Litigation History Requirement:

- A. The County will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the County all "material" cases filed or resolved in the three (3) year period ending with the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture.
- B. For each material case, the Vendor is required to provide all information identified, on the Litigation History Form.
- C. For purpose of this disclosure requirement, a "case" includes lawsuits, administrative hearings and arbitrations. A case is considered to be "material" if it relates, in whole or in part, to any of the following:
 - 1. A similar type of work that the Vendor is seeking to perform for the County under the current solicitation;
 - 2. An allegation of negligence, error or omissions, or malpractice against the Vendor or any of its principals or agents who would be performing work under the current solicitation;
 - 3. A Vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - 4. The financial condition of the Vendor, including any bankruptcy petition (voluntary and involuntary); or
 - 5. A criminal proceeding or hearing concerning business-related offenses in which the Vendor or its principals (including officers) were/are defendants.
- D. Notwithstanding the descriptions listed in paragraphs 1 – 5 above, a case is not considered to be "material" if the claims raised in the case involve only garnishment, auto negligence, personal injury, or a proof of claim filed by the Vendor.
- E. A Vendor is also required to disclose to the County any and all case(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project.
- F. Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the Vendor being deemed non-responsive. Prior to making such determination, the Vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material.

LITIGATION HISTORY FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes

- There are no material cases for this Vendor; or
- Material Case(s) are disclosed below:

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input type="checkbox"/>
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Email: Telephone Number:

Vendor Name:

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of \$50,000, to the Vendor.
- B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.
- C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.
- D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form(s) in BidSync.

-
- 1. Subcontracted Firm's Name:
Subcontracted Firm's Address:
Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:
Type of Work/Supplies Provided:

-
- 2. Subcontracted Firm's Name:
Subcontracted Firm's Address:
Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:
Type of Work/Supplies Provided:

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

Authorized Signature/Name Title Vendor Name Date

Toby Neverett
Authorized Signature/Name

President
Title

Toby Neverett Auctioneers
Vendor Name

4/27/2015
Date

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board Award be made only to firms certifying the establishment of a drug free workplace.

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The offeror's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of the employee's 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 of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - i. Taking appropriate personnel action against such employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

Toby Neverett
AUTHORIZED SIGNATURE/ NAME

President
TITLE

4/27/2015
DATE

4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.
5. Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils except for wind and flood.
6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the Vendor(s).
9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.
10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars (\$10,000.00) of the deductible amount for such claim.
11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building (s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.
12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.
13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim

filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.

- C. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.
- D. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.
- E. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
- F. Right to revise or reject. The County reserves the right, but not the obligation, to review and revise the insurance requirements at any time, not limited to deductibles, limits, coverage and endorsements.

		posted on the internet at least seven (7) days prior to the sale of all items to be auctioned, and the property shall be sold at public auction at the location noted in the advertisement. Copies of all advertisements must be submitted to the County representative at the time advertising is posted.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	3.	Auctioneer will advertise all auctions on the internet. Assets valued over \$100 shall be posted on the internet with photographs. These are minimum advertising requirements. Auctioneer may do additional advertising beyond what is required here. Advertising costs are included in Buyers Premium.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	4.	Auctioneer will conduct all auctions with a team including a minimum of one (1) Auctioneer, one (1) Ringman, and one (1) Clerk/Cashier/Computer Operator for each auction.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	5.	If the tangible personal property is to be moved from the business location to the Auctioneer's location for the auction, Auctioneer will provide all equipment and labor to safely move the items without damage to materials and a warehouse facility. Auctioneer is responsible for moving.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	6.	Auctioneer must have access to a warehouse facility within a fifty (50) mile radius of the City of Ft. Lauderdale, FL at which an auction can be held.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TN
	7.	Auctioneer must have a licensed plumber and licensed electrician available, if needed, to dismantle and/or move equipment at Auctioneer expense.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TN
	9.	Auctioneer shall clean area where auction is to take place before and after sale.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	10.	Auctioneer will arrange for well-organized, efficient procedures at auction sales. The Auctioneer shall tag or mark all items or lots	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

TN
p. 6

VENDOR QUESTIONNAIRE

The completed Vendor Questionnaire should be submitted with the solicitation response but must be submitted within three business days of County's request. Failure to provide the completed questionnaire timely may result in the Vendor being deemed non-responsive. If a response requires additional information, the Vendor should attach/upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire be knowledgeable about the proposing Vendor's business and operations.

1. LIST NAME AND TITLE OF EACH PRINCIPAL, OWNER, OFFICER, AND MAJOR SHAREHOLDER:

- a) Toby Newnott - President
- b) _____
- c) _____
- d) _____

2. Specify the type of services or commodities your firm offers:
Auction, appraisal & liquidation

3. How many years has your firm been in business while providing the services and/or products offered within this solicitation? 29

4. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation? Yes No

5. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser? The County reserves the right to verify prior to a recommendation of award. Yes No N/A (if service)

6. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached a written response. Yes No

7. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached a written response. Yes No

8. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached a written response. Yes No

9. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached a written response. Yes No

10. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached a written response, including contact information for owner and surety company. Yes No

Vendor Name: _____

11. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract? Yes No

12. Would your firm accept a Visa credit card as payment from Broward County? Yes No

13. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract. Living Wage had an effect on the pricing. Yes No N/A

If yes, Living Wage increased the pricing by _____ % or decreased the pricing by _____ %.

14. Non-Collusion Certification: Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement; Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

Select One:

- Vendor certifies that this offer is made independently and free from collusion; or
- Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Questions 15 - 18 are only applicable to service contracts or a construction contracts (repair, maintain or furnish and install) solicitations:

15. What similar on-going contracts is your firm currently working on? If additional space is required, provide on separate sheet.

Empty text box for question 15 with scroll bars.

16. Has your firm completely inspected the project site(s) prior to submitting response? Yes No

17. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached a written response. Yes No

18. What equipment does your firm own that is available for this contract?

Empty text box for question 18 with scroll bars.

Vendor Name: _____

19. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. **Only one (1) Broward County Board of County Commissioners agency reference may be submitted.** If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

Reference No. 1:

Scope of Work:

Contract/Project Title:

Auction

Agency: TREND CO
Contact Name/Title: DAN MUCKLER
Contact Telephone: 561-656-4540 Email: dmuckler@trendcosupply.com
Contract/Project Dates (Month and Year): 9/2013
Contract Amount: 59,000

Reference No. 2:

Scope of Work: AUCTION
Contract/Project Title: _____
Agency: AAA Restaurant Supply
Contact Name/Title: STEVE MOSCOWITZ
Contact Telephone: 305-653-8888 Email: steveaaa@liquidation@yahoo.com
Contract/Project Dates (Month and Year): 5/2012
Contract Amount: 35,000

Reference No. 3:

Scope of Work: AUCTION
Contract/Project Title: _____
Agency: Gino's Fm Corp
Contact Name/Title: JOSE HERRERA
Contact Telephone: 305-511-7878 Email: JH@ginosfm.com
Contract/Project Dates (Month and Year): OCT. 2011
Contract Amount: 68,000

Name of Vendor: Toby Newkett

LITIGATION HISTORY FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes

- There are no material cases for this Vendor; or
- Material Case(s) are disclosed below:

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: _____
	or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input type="checkbox"/>
Case Number, Name, and Date Filed	_____
Name of Court or other tribunal	_____
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	_____
Brief description of the Subject Matter and Project Involved	_____
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/>
	Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/>
	If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: _____
	Email: _____
	Telephone Number: _____

Vendor Name: Toby Newalt

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

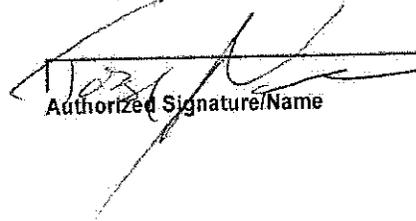
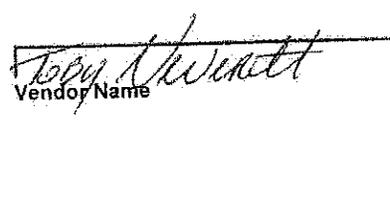
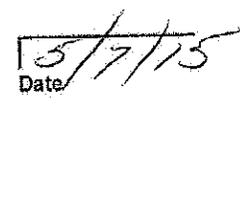
- A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of \$50,000, to the Vendor.
- B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.
- C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.
- D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form(s) in BidSync.

1. Subcontracted Firm's Name: _____
Subcontracted Firm's Address: _____
Subcontracted Firm's Telephone Number: _____
Contact Person's Name and Position: _____
Contact Person's E-Mail Address: _____
Estimated Subcontract/Supplies Contract Amount: _____
Type of Work/Supplies Provided: _____

2. Subcontracted Firm's Name: _____
Subcontracted Firm's Address: _____
Subcontracted Firm's Telephone Number: _____
Contact Person's Name and Position: _____
Contact Person's E-Mail Address: _____
Estimated Subcontract/Supplies Contract Amount: _____
Type of Work/Supplies Provided: _____

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

 Authorized Signature/Name  Title  Vendor Name  Date