



**INVITATION TO QUOTE
MIAMI-DADE COUNTY
Internal Services Department
111 N.W. First Street, Suite 1300
Miami, Florida 33128**

**THIS IS NOT
AN ORDER**

QUOTATION NO.: IQ9654-0/17

DUE DATE: **June 22, 2012**

TIME: **2:00 p.m.**

QUOTATION TITLE: Auction Services **COMMODITY CODE(S):** 962-09

CONTACT PERSON: Yuly Chaux

PHONE: 305-375-4263 **FAX:** 305-375-4407

All quotes shall be submitted in a **sealed envelope**, on or before the due date and time, to:

**Miami Dade County
Internal Services Department
111 N.W. First Street, Suite 1300
Miami, FL 33128-1989
Attn: Vendor Assistance Section**

Sealed quotes must have the following information clearly marked on the face of the envelope: vendor's name and return address, quote number, quote opening date and time.

Quotes received after the time and date specified, may not be accepted. Requests for additional information or clarification shall be made in writing to the contact person identified on this form. The County will issue additional information by written addenda prior to the scheduled opening date. It is the vendor's responsibility to assure receipt of all addenda. To receive a copy of the tabulation, please send an e-mail to ychaux@miamidade.gov

The purpose of this invitation to quote is to establish a contract for auctioneering services for the County on an as needed basis.

1. SCOPE OF WORK:

- Auctioneer shall **conduct absolute auctions** for the sale of items including, light / heavy vehicles, motorcycles, boats, and heavy equipment.
- Auctioneer must be knowledgeable of the value of the items to be sold to ensure the best price for the County.

2. The County will

- Identify the items to be auctioned, and locations within Miami-Dade County at which auctions will take place.
- be responsible for collecting full payment on all items sold.
- be responsible for the expenses associated with the auction including advertisement, flyers, schedule of auctions, and cashier.
- provide all labor, equipment and supplies necessary for the registration and auctions to include auction equipment, calculators, computer, printer and paper/administrative supplies.

Item	Est. Qty.	Description	Cost per auction
1	6 auctions per year	Auctioneering services in accordance with the terms and conditions contained herein. Note: Price proposed will be the sole source of compensation to the auctioneer per auction performed.	\$ _____

3. TERM OF CONTRACT: FIVE (5) YEARS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for five (5) years and upon completion of the expressed and/or implied warranty period.

4. METHOD OF AWARD: TO THE TWO (2) LOWEST PRICED VENDORS

Award of this contract will be made up to the two (2) lowest priced, responsive, responsible vendors. The County will award this contract to the designated lowest vendor as the primary vendor and to the designated second lowest vendor as the

secondary vendor respectively. If the County exercises this right, the primary vendor shall have the responsibility to initially perform the service identified in this contract. If the primary vendor fails to perform it may be terminated for default and the County shall have the option to seek the identified services from the secondary vendor.

Award to multiple vendors is made for the convenience of the County and does not exempt the primary vendor from fulfilling its contractual obligations. Failure of any vendor to perform as noted may result in the vendor being deemed in breach of contract. The County may terminate the contract for default and charge the vendor re-procurement costs, if applicable.

Qualification Requirements:

- Vendor(s) must be licensed with the State of Florida Department of Business and Professional Regulation. A copy of the license shall be provided with the bid as proof of compliance with this requirement.

The awarded vendor(s) shall hold throughout the term of the contract the license and comply with all laws, ordinances, and regulations applicable to the work required herein.

5. **PRICES**

The prices proposed by the vendor shall remain fixed and firm for no less than one year from the award of the contract. Annual price adjustments based on changes in the following price index: The latest Consumer Price Index (CPI), All Urban Consumers, All items less medical care for the Miami-Fort Lauderdale Area, will be considered.

Prices shall be inclusive of all costs, charges, and fees involved in providing the specified services. It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the anniversary of the contract term, the vendor's request for adjustment should be submitted 90 days prior to the anniversary of the contract term. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed not to request a price adjustment. Any adjustment request received after the anniversary of the contract term may not be considered.

The County reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

The County reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments.

6. **INDEMNIFICATION AND INSURANCE (1) – GENERAL SERVICE AND MAINTENANCE CONTRACT**

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Internal Services Department, Procurement Management Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

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

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

Or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI-DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

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

The vendor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the vendor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the vendor to provide the required certificate of insurance within fifteen (15) business days, may result in the vendor being deemed non-responsible and the issuance of a new award recommendation.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with the General Terms and Conditions, Paragraph 11 of this solicitation.

7. METHOD OF PAYMENT: INVOICES FOR COMPLETED SERVICES

The vendor(s) shall submit an invoice(s) to the County user department(s) after services have been completed. Submittal of these invoices shall not exceed thirty (30) calendar days from the day services were provided.

All invoices shall contain the following basic information:

- I. Vendor Information:
 - The name of the business organization as specified on the contract between Miami-Dade County and vendor
 - Date of invoice
 - Invoice number
 - Vendor's Federal Identification Number on file with Miami-Dade County
- II. County Information:
 - Miami-Dade County Release Purchase Order or Small Purchase Order Number
- III. Pricing Information:
 - Unit price of the service provided
 - Extended total price services provided
 - Applicable discounts
- IV. Services Provided per Contract:
 - Description
 - Quantity
 - Itemized List of Supplies Provided
 - Dates of Service
- V. Delivery Information:
 - Delivery terms set forth within the Miami-Dade County Release Purchase Order
 - Location and date where services were provided

Failure to Comply -Failure to submit invoices in the prescribed manner will delay payment.

8. COUNTY USER ACCESS PROGRAM (UAP) - User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue

Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

Vendor Compliance

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with the General Terms and Conditions, Paragraph 11 of this solicitation.

9. MEASURES: SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS \$50,000 AND LESS (Bid Preference)

A bid preference for Micro Business Enterprise (Micro/SBE) applies to this solicitation. A 10% bid preference shall apply to awards valued up to \$50,000. A Micro/SBE Business Enterprise must be certified by the Sustainability, Planning, and Economic Development Department, the division of Small Business Development for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the sustainability, Planning, and Economic Development Department at 305-375-CERT (2378) or access <http://new.miamidade.gov/business/business-certification-programs.asp>.

The Micro/SBE Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

Place a check mark here only if vendor has such conviction to disclose to comply with this requirement.



LOCAL PREFERENCE CERTIFICATION

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. A business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. A business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. A business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) Vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) Vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) Some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low vendor shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2012. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

Place a check mark here only if affirming vendor meets requirements for Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.**

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION

A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

Place a check mark here only if affirming vendor is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

Addenda Received: Yes No **If yes, please indicate the number of addenda received:** _____

It is hereby certified and affirmed that the vendor shall accept any awards made as a result of this quotation. If awarded a purchases order or contract as a result of this solicitation, vendor further agrees that prices quoted shall remain fixed and firm for the term of the contract.

Authorized Signature: _____ **Title:** _____

Print/Type Name: _____ **Phone:** _____

E-mail: _____ **Fax:** _____

Firm Name: _____ **F.E.I.N. No.:** _ / _ - _ / _ / _ / _ / _ / _

Address: _____ **City:** _____ **State:** .

Failure to complete and sign this form may render your bid/quotation non-responsive and ineligible for award.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

TERMS AND CONDITIONS

1. Miami-Dade County is tax exempt and no taxes shall be included unless otherwise specified, by the County, on the quote form.
2. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the county's best interest to do so
3. In case of default by a successful vendor, Miami-Dade County may procure the goods or services from other sources and charge the vendor, any excess cost or damages occasioned thereby, and debar the vendor from further County contracts in accordance with the Miami-Dade County Code.
4. It is agreed that items or services quoted shall comply with all Federal, State, and local laws relative thereto, and that the vendor shall defend actions or claims brought, and save harmless the County from loss, cost or damage by reason of actual or alleged infringements of patents, copyrights, etc.
5. This quote form, any addenda, and/or properly executed modifications, the purchase order (if issued), and a change order (if applicable), constitute the entire contract.
6. The County may, at its sole discretion, extend the delivery date where the County determines that it is in the best interest of the County.
7. Rejected goods remain the property of the vendor and all risk of loss remains with the vendor. Vendor must remove all rejected goods from County property within the time frame established by the County.
8. The Internal Services Department, Procurement Management Division (PM) Director, or designee, shall issue an award under this solicitation. The successful vendor shall honor no request for performance until the DPM Director, or designee, has made an award.
9. Any vendor may protest any recommendation for contract award in accordance with the applicable provisions of the Dade County Code.
10. Costs of mandatory random audit by the Inspector General are incorporated into this contract as 1/4 of 1% of the contract price.
11. The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful vendor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful vendor.
12. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statute, Section 218.74 and Section 2-81.4 of the Miami-Dade County Code, the time at which payment shall be due from the County of the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days after the due date at the rate of one percent (1%) per month of the unpaid balance.
13. This quote may be awarded to the responsible vendor meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this invitation to quote as deemed in its best interest. The County shall be the sole judge of its best interest.
14. The County reserves the right to negotiate prices with the low vendor, provided that the scope of work of this solicitation remains the same.
15. The County reserves the right to request and evaluate additional information from any vendor after the submission deadline as the County deems necessary.

Legal Requirements

Vendors are advised that this contract is subject to all legal requirements contained in the County's Administrative Order 3-38 and all other applicable County Ordinances and/or State and Federal Statutes. Where conflicts exist between this bid solicitation and these legal requirements, the higher authority shall prevail.

The award of this bid solicitation is subject to County Ordinance No. 01-21 which, except where Federal or State law mandates to the contrary, allow preference to be given to a local business. For the purposes of the applicability of this Ordinance, "local business" means the vendor, as of the date of the bid opening, has a valid occupational license issued by Miami-Dade County to do business in Miami-Dade County, that authorizes the vendor to provide the goods, services or construction to be purchased, and has a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. A Post Office Box cannot be used to establish a physical address

When a responsive, responsible non-local business submits the lowest price bid, and the bid submittal by one or more responsive, responsible local businesses is within 10% of the price submitted by the non-local business, then the non-local business and each of the aforementioned local businesses shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business. The best and final bid will be requested by the County within five working days of the bid opening. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.



QUOTE NO.:

Affirmation of Business Entity Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavits Form), before they can be awarded a contract. The undersigned affirms that the Affidavit form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : _____ Federal Employer Identification Number (FEIN): _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

Table with 10 rows and 2 columns listing various Miami-Dade County regulations and codes such as Ownership Disclosure, Employment Disclosure, Drug-free Workplace Certification, Disability Non-Discrimination, Debarment Disclosure, Obligation to County, Business Ethics, Family Leave, Living Wage, and Domestic Leave and Reporting.

Printed Name of Affiant _____ Printed Title of Affiant _____ Signature of Affiant _____

Name of Firm _____ Date _____

Address of Firm _____ State _____ Zip Code _____

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____

by _____ He or she is personally known to me [] or has produced identification []

Type of identification produced _____

Signature of Notary Public _____ Serial Number _____

Print or Stamp of Notary Public _____ Expiration Date _____ Notary Public Seal _____