

RFP-09-114-0-2006
Auctioneer Services



Sealed proposals will be received by the Division of Purchasing, City of Melbourne, 900 E. Strawbridge Avenue, Melbourne, Florida 32901, until **3:00 p.m., September 28, 2006**, at which time and place proposals will be opened for Auctioneer Services. Proposers shall furnish all of the services described below.

At a minimum, the following must be submitted with your proposal (original and three (3) copies of all documents):

- (1) Completed Proposer Response Sheet (Page RVPCVR-4) **Response Sheet must be signed!**
- (2) Response to Requested Information (Section 4)

Once opened, the proposals will be reviewed by a Selection Committee and presented to the City Council for contract award.

1. OVERVIEW AND TIMETABLE

1.1. Introduction

The City of Melbourne Purchasing Division ("City") is currently seeking proposals from qualified firms or individuals interested in providing the Auctioneer services generally described herein and specified in the Specifications section of this Request for Proposals (RFP) document. **NO BUYER'S PREMIUM WILL BE ALLOWED!**

The results of the last three City auctions are listed below:

<u>Date</u>	<u>Registered Buyers</u>	<u>Gross Sales</u>
January 28, 2006	168	\$117,680
April 3, 2004	152	\$ 96,170
May 10, 2003	120	\$ 90,183

Auction address: City of Melbourne Public Works Complex, 2895 Harper Road, Melbourne

1.2. Request for Proposal (REP) Timetable

Issue date of RFP	September 12, 2006
Questions cutoff date	September 22, 2006
Proposal due date	September 28, 2006
Proposed review dates	October 3-5, 2006
Proposed oral presentations to the City*	October 10, 2006
Proposed City Council award date	October 24, 2006
Proposed contract start date	October 25, 2006

*If requested

2. ***PROPOSAL PROCEDURES***

2.1. **Proposal Questions**

To facilitate the clarification of RFP's requirements, proposers are requested to submit questions by 3:00 pm Eastern Standard Time, September 22, 2006 by e-mail to David McCue, Purchasing Manager dmccue@melbourneflorida.org . Written responses to questions of sufficient general interest will be provided to all prospective proposers.

2.2. **Preparation of Proposal**

Proposals shall be submitted in a complete, accurate and reliable form, as detailed in Section 4. An authorized representative shall sign the proposal. All information requested should be submitted. Failure to submit all information requested may result in a proposal being considered "non-responsive," and, therefore, rejected.

2.3. **Submission of Proposals**

One (1) original and three (3) copies of the proposals should be sent to:

Mr. David McCue
Purchasing Manager
City of Melbourne
900 East Strawbridge Avenue
Melbourne, FL 32901
Phone (321) 953-6271

All sealed proposals must be delivered to the above office on or before **September 28, 2006, at 3:00 p.m. (local time)**. **Proposals received at the Purchasing Division office after the above date and time will not be considered.** The City shall not be responsible for late deliveries or mail delays. Submitted envelopes should be clearly marked: Request for Auctioneer Services. Late submissions will not be accepted under any circumstances. Any and all late submissions will remain unopened and may be returned to the vendor upon request.

2.4. **Time and Location of Proposer's Presentation**

Selected proposers may be requested to provide oral presentations. Those proposers will be notified to arrange for specific times.

2.5. **Effective Period of Proposals**

All proposals must state the period for which the proposal shall remain in effect. Such period shall not be less than 120 days from the proposal date.

2.6. **Right Of Rejection by the City**

Notwithstanding any other provisions of this RFP, the City reserves the right to award this contract to the proposer that best meets the requirements of the RFP, and not necessarily, to the lowest bidder.

Furthermore, the City reserves the right to reject any or all proposals and waive any minor irregularity or technicality in proposals received prior to execution of the contract, with no penalty to the City.

2.8. **Award Of Contract**

The proposer to whom a contract is awarded shall be required to enter into a written contract with the City. This RFP and the proposal, or any part thereof, shall be incorporated into and made a part of the final contract. The City reserves the right to negotiate the terms and conditions of the contract with the selected proposer.

2.9. **Contract Term**

It is the intent to award a contract for an initial 1-year period with the option to renew for two (2) two-year periods for a possible total of 5 years. The decision to renew the contract will be at the discretion of the City. Cancellation may be made with 120 days advance written notice by either party.

2.10. **Additional Terms and Conditions**

2.10.1 **Assignment**: Neither party may assign or subtract any of its rights or obligations under the agreement with the City for Auctioneer Services in whole or in part. Any attempted assignment under the agreement shall be void and of no effect.

2.10.2 Proposer must have operations located within the State of Florida.

2.10.3 Failure to observe any of the instructions or conditions in this RFP may constitute grounds for rejection.

2.10.4 The City will not be liable for any costs incurred in the preparation of proposals.

2.10.5 By submitting a proposal, the proposer certifies that the officer is authorized and has fully read and understands this RFP. Additionally, the officer has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

2.10.6 The proposer shall furnish such additional information as the City may reasonably require. The City reserves the right to make inquiries of the qualifications of the proposer, as it deems appropriate.

2.10.7 The proposer is subject to audits and reviews of its books and records pertaining to its performance under the agreement.

2.10.8 All proposals will become the property of the City when received and, as such, will be subject to Florida's Public Records Law.

3.0 ***SPECIFICATIONS***

3.1 **General**

The Auctioneer shall provide licensed auctioneer(s) and other experienced personnel and equipment necessary to conduct 1 ~ 2 auctions per year, as determined by the City. The items to be auctioned

shall include, but not be limited to: vehicles, heavy equipment, lawn equipment, automotive parts and accessories, recreation equipment, office equipment, furniture, electronics, jewelry, bicycles, and various other articles of tangible personal property.

The Auctioneer shall hold a current State of Florida Auction Business License (as defined in Section 468.381 through 468.391 of the Florida Statutes).

The Auctioneer shall post, with the Florida Department of Professional Regulation, all applicable bond(s) in the amounts required and described in Florida Statute 460.385.

The Auctioneer shall provide written certification that he/she has a minimum of five (5) years experience coordinating auctions for government entities (Federal, state, county, city) or public utilities.

The Auctioneer shall conduct each auction with licensed State of Florida auctioneers and ringmen.

3.2 Additional Information

The City is pursuing other avenues for disposal of surplus equipment. One of the City's objectives is to optimize the return on the items sold and will look for the Auctioneer to provide ideas in the behalf.

3.3 Services Provided by the Auctioneer

A. Promotion and Advertising

The Auctioneer shall maintain a current mailing list of prospective buyers and shall update the list to reflect actual buyers from each conducted auction.

The Auctioneer shall prepare, print, and mail an auction brochure, to include photographs of vehicles, equipment, and other high value or unique items for bid, within a sufficient time frame prior to the auction date.

The Auctioneer shall supply the City with a sufficient quantity of printed auction brochures to mail to the City's auction mailing list and local distribution (150 — 250).

The Auctioneer shall advertise in the largest local circulation newspaper(s) classified section posting a notice of the auction a minimum of ten (10) calendar days prior to the auction date.

The Auctioneer shall verbally announce the City's auction at other Auctioneer-conducted auctions leading up to the City's auction and contact those prospective buyers known to have interest in the types of merchandise the City is offering for sale.

The Auctioneer shall place temporary auction advertisement street signs in strategic locations throughout the City.

On the day of the auction, the Auctioneer shall place directional and parking signs in strategic locations near the auction site.

B. Pre-auction Preparation

The Auctioneer shall meet with City representatives to review site location, discuss preliminary auction layout and activity schedule, and review auction inventory.

The Auctioneer shall photograph vehicles, equipment, and other high value or unique items to be included in an auction brochure.

The Auctioneer shall receive auction inventory list and input into Auctioneer-owned computer in accordance with reporting requirements by the City.

The Auctioneer shall mark all items for sale and verify VIN numbers on titles and vehicles to ensure they match.

C. Staffing

The Auctioneer shall employ sufficient auctioneer, clerical, and support personnel to prepare, and conduct each auction in an orderly fashion. The Auctioneer, on the day of the auction, must provide the following minimal staff:

1. One (1) licensed professional auctioneer to conduct the auction
2. One (1) back-up auctioneer assistant
3. Ringmen to assist auctioneer – One (1) Ringman (100—300 items); Two (2) Ringmen (300—500 items); Three (3) Ringmen (500+ items)
4. Two (2) individuals to provide the registration of prospective buyers
5. One (1) cashier (including equipment) to manage and control payments for items purchased
6. Two (2) "security" personnel to prevent the unauthorized removal of auction items

D. Method of Auction

The Auctioneer shall utilize the walk-around approach to sell items at the auction. **Note: The City must receive advance permission should the Auctioneer plan to utilize a "drive-through" approach for vehicles or other equipment.** The auction shall be conducted in sequential order by lot number (i.e. Lot 101, 102, 103 and so forth) as much as practical, until the last item is auctioned. Ringmen or "spotters" shall assist the auctioneer to assure that all bids are acknowledged. A clerk shall accompany the auctioneer to record the buyer number and sale price of each lot sold. The auctioneer shall announce the buyer number and sale price of each lot sold immediately after the sale of each lot. The Auctioneer shall make the final decision in case of any dispute between bidders.

E. Equipment for the Auction

The Auctioneer shall furnish the following equipment for the Auctioneer services specified herein:

1. Reliable portable audio amplification equipment with low distortion and clear audio output to conduct the auction.
2. Reliable portable audiotape recorder equipment with low distortion and clear audio output to tape the auction. Upon completion of the auction, the tape(s) shall be submitted to the Purchasing Manager.

F. Registration

All prospective bidders shall be required to register prior to the auction.

G. Conduct of Auction

The Auctioneer and his/her employees shall conduct themselves in a manner befitting an authorized representative of the City.

The Auctioneer shall make every reasonable and prudent effort to maximize the value of the property being sold.

The Auctioneer shall provide personnel and forms necessary to record sales as they occur during the day of the auction.

The Auctioneer shall provide a computer-generated itemized report of the auction sales results, which must be prepared in a format acceptable to the City.

The Auctioneer shall provide the City with a notarized Bill of Sale copy for each titled vehicle sold, to include, at a minimum: lot number, vehicle description, vin number, odometer reading, purchase price, sales tax paid (if applicable), the signatures of both the purchaser and seller.

The Auctioneer shall manage and control the removal of items from the auction site after payment.

The Auctioneer shall be responsible for all payments received for the sale of property/items, including checks, money orders, and currency. Bad or dishonored checks or errors in computation of funds are at the Auctioneer's risk. The Auctioneer shall be responsible for the certification and payment of Florida State sales tax. **NO BUYER'S PREMIUM WILL BE ALLOWED!**

The Auctioneer shall provide the City with a certified check for the proceeds due the City and as adjusted and described in Section 4 - COMPENSATION, listed below. Payment of the proceeds shall be due and payable to the City within three (3) working days following the auction.

The Auctioneer shall provide the City's Purchasing Manager, a receipt for the, gross proceeds collected on the date of the auction. This receipt, as verified by the City, shall serve as the basis for calculating the City and Auctioneer's portions of the proceeds.

The Auctioneer shall retain and make available to the City at its request, all records of the auction for a period not to exceed three (3) years from the date of the auction.

3.4 City Responsibility

A. Sale Date(s)

The City and the Auctioneer shall mutually agree upon the date for the auction that may also include a "rain" date for inclement weather.

The City shall obtain and post all legal authorizations and post notification of an auction schedule.

B. Sale Location

The City shall provide an auction site, including portable toilets, and shall cause all merchandise assigned to the sale to be moved to the auction site prior to the auction.

The City shall provide reasonable auctioneer access to the auction site prior to the auction.

The City can offer an office facility at the sale site, upon request.

The City may offer food and drink through authorized concessionaire(s) upon request; or the Auctioneer may provide their own or contracted food and drink service.

C. Mailing List

The City will maintain a mailing list of previous buyers and individuals known to be interested in purchasing City vehicles and equipment, and other surplus property.

D. Inventory

The City shall provide a listing of property to be sold at least four (4) weeks prior to an auction for advertising purposes. The list shall include a brief description, make, model, year of manufacturer, and known condition. A final inventory list will be made available to the Auctioneer during the set up process.

The City shall perform minimal maintenance and/or repair of property to be auctioned (prior to the auction) to maximize sales value.

The City shall clean and prepare all vehicles and equipment prior to the auction sale date and will arrange all items in a neat and orderly manner.

The City covenants that it holds all rightful title to the property to be sold, and that the property is free from all encumbrances.

The City agrees to refrain from withdrawing or selling any item from the inventory list prior to the auction except for reinstated operational requirements of the City.

The City agrees not to sell any item originally put up for an auction and withdrawn without notice, for a minimal period of sixty (60) days after the auction, unless prearranged with the Auctioneer.

The City reserves the right to reject any bids or sales, or set minimum sale prices; however, any items in the sale with minimum bids shall be so advertised in brochures and newsprint, and shall be announced by the Auctioneer at the time of sale.

The City will allow three (3) working days following each auction for the buyers to claim and remove their items from the City's premises.

E. Personnel

The City, prior to the auction, shall provide administrative, labor, and clerical staff to move inventory to the auction site.

The City, on auction day, shall provide a representative on site to determine and advise the auctioneer of the high bid received on a specified item meets minimal bid requirements, or if the highest bid is to be rejected.

The City, on auction day, shall provide the service of Fleet Management staff to furnish assistance with vehicle opening and vehicle and equipment start up during the auction.

The Fleet Management and Central Warehouse staff, on auction day, will offer forklift assistance with the loading of items following the auction.

The City, on auction day, shall provide a uniformed Police officer to provide security for the Auctioneer cashier and peacekeeping.

The City, on auction day, shall provide other services not specifically required of the Auctioneer as outlined herein. Services to be provided by City personnel on the day of the auction shall include: preparation of title transfers, release of items sold, and observation of the auction.

F. Titles

The City shall provide executed titles for all titled vehicles and equipment in the auction.

3.5 Compensation

The City shall pay the Auctioneer _____ percent of the gross proceeds of the auction sales. This fee shall cover all Auctioneer expenses associated with the auction including: advertising and promotion; personnel, equipment, and computerized reports.

Any additional expenses the Auctioneer wishes the City to consider shall be relayed to the City in writing prior to the adjustment or renewal of this Agreement. The City reserves the right to reject any request for adjustment in Order to protect the City's best interest.

All payments made by the City to the Auctioneer shall be as deductions from the actual gross proceeds collected at the auction and verified by the City's Finance Director or his/her designee as reconciled from the Auctioneer and the City's records of the auction.

3.6 Insurance Requirements

The Auctioneer shall secure and maintain such insurance as will protect him/her from claims under the Workers Compensation Act and from claims for bodily injury, death, or property damage which may arise from the, performance of his/her services under this, Agreement. The insurance shall be written for not less than the limits specified below, or required by law, whichever is greater:

- a. General Liability Insurance with combined single limits of not less than \$200,000.00 per occurrence and \$1,000,000.00 aggregate shall be provided and maintained by the awarded firm.
- b. If the Commercial General Liability Form is used the following shall apply:
 1. Coverage A shall include premises, operations, products and completed operations, independent contractors and contractual liability which covers this contract and broad form property damage coverage.
 2. Coverage B shall include personal injury
 3. Coverage C is not required
- c. If the Comprehensive General Liability form is used, it shall include, Bodily Injury Property damage liability for premises, operations, products and completed operations, and independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- d. Business Auto Liability must be provided and maintained with combined single limits of not less than \$200,000.00 per occurrence, \$1,000,000 aggregate and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use
- e. Employee Dishonesty, Theft Disappearance and Destruction of Electronic Fund Transfer Coverage's must be provided and maintained with limits equal to or greater than the maximum amount of City funds at the lockbox at any given time.
- f. Worker's Compensation shall be provided and maintained according to statutory requirements and employer's liability limits of at least \$100,000.00 each accident and \$100,000.00 each employee, \$500,000.00 policy limit for disease. A subrogation waiver will be required.
- g. The awarded firm shall provide a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least "A",

showing the City of Melbourne, FL as an additional insured. The Purchasing Director must be shown as the Certificate Holder and it must provide a thirty- (30) day cancellation notice to the address of the Purchasing Division.

- h. The insurance required of the awarded firm or any other insurance of the awarded firm shall be considered primary, and insurance or self-insurance of the City shall be considered excess, as may be applicable to claims against the City, which arise out of the contract.
- i. The contract shall not be effective until the required certificate(s) have been provided. The awarded firm shall not continue after expiration (or cancellation) of the certificate and shall not resume until new certificate(s) have been provided.
- j. The awarded firm shall arrange for its liability insurance to include or be endorsed to include, a severability of interest/cross liability provision, so that the City (where named as additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
- k. These insurance requirements shall not relieve or limit the liability of the awarded firm. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the awarded firm's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract.
- l. The awarded firm shall indemnify and hold harmless the City and its elected officials, employees and volunteers from and against all claims, losses and expenses, including legal cost which arises from or results from the performance of this contract, provided that any such claims, damage, loss or expense is attributed to bodily injury, sickness, disease, personal injury or death, or to injury or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the awarded firm.

A certificate of insurance must be filed with the City indicating the amount of coverage and naming the City as an additionally insured.

3.7 **Indemnification**

The Auctioneer shall indemnify, defend, and save harmless the City and all its officers and employees from all suits, actions, and claims of any character, name, or description brought forth on account of any injuries or damages received or sustained by any person(s) or property including the payment of attorney fees and costs resulting from Auctioneer's error, omission, or negligent acts while performing his/her obligation under this Agreement.

3.8 **Attorney's Fees**

Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, the cost and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial, or on appeal.

3.9 Miscellaneous

The Auctioneer warrants that he/she has neither employed nor retained any company or person, other than a bona fide employee working for the Auctioneer, to solicit or secure this Agreement, nor paid or agreed to pay any person, company, corporation, individual, or firm, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or execution of this Agreement.

The Auctioneer warrants that he/she shall perform his/her service in a professional manner which will assure the City that no conflict of Interest situations arises with regards to the process and conduct of the auction. The Auctioneer shall take great care to avoid all semblance of impropriety on his/her part.

The Auctioneer shall bind himself/herself, his/her partners, successors, and legal representatives to the City as respects to the covenants of this agreement. It is further specifically agreed that the Auctioneer shall not assign or transfer his/her interest in this Agreement without written consent from the City.

3.10 Termination

The Agreement may be cancelled by either Party, by certified letter sixty (60) days from the date of the written notice, unless a short time frame is mutually agreed to by both Parties.

The City shall have the right to terminate this Agreement if the City determines that the Auctioneer has not satisfactorily performed the service required. In the event the City decides to terminate the Agreement for failure to perform satisfactorily, the City shall give the Auctioneer at least fifteen (15) days written notice before the termination takes effect. The fifteen-day period will begin upon the mailing of notice by the City.

4 ***REQUESTED INFORMATION***

4.1 To facilitate and expedite review, the City asks that all proposers follow the response format outlined below. Failure to submit your response in the format request may result in the reduction of your overall score. To assist you in preparing your response, the City's selection procedures are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

4.2 All offers must be submitted in a sealed envelope or container, plainly marked on the outside with the request for proposal (RFP) number, date, time of opening and company name. Proposals must be signed by an authorized representative of the firm. Failure to submit all information requested may result in a lower evaluation score for your proposal. Proposals that are substantially incomplete or lack key information may be rejected by the City at its discretion as unresponsive.

4.3 There is no limitation on the number of pages you can submit, unless otherwise stated herein.

4.4 Proposals shall be concise and succinct. Please summarize the proposer's pertinent experience and capabilities. Emphasis should be placed on completeness and clarity. The proposers shall describe their availability and preliminary project approach shall be part of your submittal.

4.5 **Section 1 – Introduction (0 Points)**

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm. The letter should disclose the name of the contracting agent and primary contact person, his/her title, address, phone number, fax number, and email address.

4.6 **Section 2 – Firm Information, Experience & References (40 Points)**

1. Briefly describe your firm's organization, structure, and philosophy.
2. Provide firm's years of experience in the field of Auctioneering Services, including proof of experience in government auctions as required in the bid specifications.
3. Identify and include qualifications of specific individuals to be assigned to the project (include names, resumes, contact information, and services the individuals will provide to the City of Melbourne).
4. Provide documentation of the number of registered buyers at a minimum of five (5) previous public sales within the past year.
5. Firm References: Provide a minimum of five (5) governmental clients. References should include the following information:
 - Client name, address AND phone and fax numbers
 - Description of all services provided
 - Performance period
 - Total amount of contract

4.7 **Section 3 – Project Approach (30 Points)**

1. Provide a description of the firm's operating procedures, including personnel assignments, prior to the auction day.
2. Provide a description of the firm's operating procedures regarding vehicle titles. **Provide sample of document(s) used.**
3. Provide a description of the firm's operating procedures, including personnel assignments, during the actual sale.
4. Provide a description of the firm's operating procedures, including personnel assignments, following the auction. **Provide sample of auction reports.**
5. Provide details and samples of standard promotion and advertising practices used by your firm, supported by evidence demonstrating past and current use of advertising. Include a list of specialized and trade publications used regularly for advertising.

4.8 **Section 4 – Fee (30 Points)**

Define all fees and costs to the City of Melbourne based on requirements specified in document. NO BUYER'S PREMIUM WILL BE ALLOWED!

5 ***EVALUATION AND AWARD CRITERIA***

5.1 The City's staff shall conduct an evaluation of all proposers on the basis of the information provided with the proposal and other evaluation criteria as set forth in the RFP. Recommendation for award will be made to the highest rated proposer as determined by the City's staff in accordance with the award criteria. Selection will be made from a short list of proposers deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria listed below:

Evaluation Criteria	Points
Section 1 - Introduction	0
Section 2 – Firm Information, Experience, & Reference	40
Section 3 – Project Approach	30
Section 4 - Fee	30
TOTAL WEIGHT	100

5.2 **Additional Information:** The City of Melbourne Purchasing Division reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

5.3 **Determining Responsibility:** In conjunction with the weighted criteria being used to determine the viability of the offeror, the City may also consider the proposer's ability to meet or exceed the following criteria:

1. The proposer's ability, capacity, and skill to perform the contract or provide the service within the time specified.
2. The reputation, judgement, and experienced of the proposer.
3. The quality of performance of previous contracts or services including previous performance with the City.
4. Previous and existing compliance by the proposer with laws and ordinances relating to the contract or service.
5. Financial resources of the proposer to perform the contract or provide the service.
6. Whether the proposer is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the proposer's taxes are delinquent.

5.4 **Composition of Committee:** Typically, the Selection Committee shall be comprised of three (3) City of Melbourne staff members. Final composition of the Selection Committee shall be at the City's sole discretion.

5.5 **Short Listing:** The Selection Committee may be tasked with selecting a minimum of three (3) proposers for presentation and/or interview based upon the criteria established herein. The Committee may opt for less

than three presenters or interviewees. The Purchasing Division will notify all proposers of the Selection Committee's decision, list the names of firms recommended for interview, and coordinate interview schedule as necessary.

- 5.6 Committee Recommendation: The Selection Committee will make a recommendation to the City Council regarding the firm it has chosen as its primary ranked firm. This firm shall be the one that most closely meets the City's expectations for the work and shall be a fully responsive and responsible proposer.
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