

# TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

## TOWN COUNCIL REGULAR MEETING

### AGENDA

OCTOBER 03, 2023 – 6:00 PM



### Community Open Discussion Meeting Precedes Meeting from 6:00-6:30 PM (on Non-Agenda Items)

**Laura Danowski, Mayor (Seat 2)**

**Phillis Maniglia, Councilmember (Seat 1)**

**Robert Shorr, Vice Mayor (Seat 4)**

**Marianne Miles, Councilmember (Seat 3)**

**Marge Herzog, Councilmember (Seat 5)**

#### Administration

Town Manager, Francine L. Ramaglia

Town Attorney, Elizabeth Lenihan, Esq.

Town Clerk, Lakisha Q. Burch

Public Works Director, Larry A. Peters, P.E.

**Civility:** Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That is why we say "Character Counts" in Town of Loxahatchee. Civility is practiced at all Town meetings.

**Special Needs:** In accordance with the provisions of the American with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall within three business days prior to any proceeding, contact the Town Clerk's Office, 155 F Road, Loxahatchee Groves, Florida, (561) 793-2418.

**Quasi-Judicial Hearings:** Some of the matters on the agenda may be "quasi-judicial" in nature. Town Council Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire (a preliminary examination of a witness or a juror by a judge or council) by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment, without being sworn. Unsworn comment will be given its appropriate weight by the Town Council.

**Appeal of Decision:** If a person decides to appeal any decision made by the Town Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

**Consent Calendar:** Those matters included under the Consent Calendar are typically self-explanatory, non controversial, and are not expected to require review or discussion. All items will be enacted by a single motion. If discussion on an item is desired, any Town Council Member, without a motion, may "pull" or remove the item to be considered separately. If any item is quasi-judicial, it may be removed from the Consent Calendar to be heard separately, by a Town Council Member, or by any member of the public desiring it to be heard, without a motion.

## TOWN COUNCIL AGENDA ITEMS

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### MOMENT OF SILENCE

### ROLL CALL

### ADDITIONS, DELETIONS AND MODIFICATIONS

### COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

*Public Comments for all meetings may be received by email, or in writing to the Town Clerk's Office until 6:00 PM day of the meeting. Comments will be "received and filed" to be acknowledged as part of the official public record of the meeting. Town Council meetings are livestreamed and close-captioned for the general public via our website, instructions are posted there.*

### CONSENT AGENDA

1. Consideration of **Resolution No. 2023-54** authorizing the entry by the Town into an agreement with Royal Auction Group, Inc. for auctioneering services utilizing the City of Fort Lauderdale auctioneering services solicitation event No. 21.
2. Consideration of **Resolution No. 2023-65** authorizing the entry by the Town into an agreement with Aquatic Vegetation, Inc. for canal cleaning.
3. Consideration of **Resolution No. 2023-69** approval of ratification of expenditures in excess of \$25,000.00 for FY23 and authorizing payment for FY24.
4. Consideration of **Resolution No. 2023-68** authorizing Surplus Items in the Public Works department.

### REGULAR AGENDA

5. Consideration of **Resolution No. 2023-70** expressing support for the extension and continuation of the Palm Beach County One-Cent Sales Surtax to Fund Local Infrastructure Projects through December 31, 2036.

### DISCUSSION

6. Discussion of potential Wellington Annexation of 249 acres to the west of the Town.
7. Update on Canal restoration and roads.
8. Discussion and direction regarding Seasonal Special Events.

**TOWN STAFF COMMENTS**

**Town Manager**

**Town Attorney**

**Public Works Director**

**Town Clerk**

**TOWN COUNCILMEMBER COMMENTS**

**Marge Herzog (Seat 5)**

**Phillis Maniglia (Seat 1)**

**Marianne Miles (Seat 3)**

**Vice Mayor Robert Shorr (Seat 4)**

**Mayor Laura Danowski (Seat 2)**

**ADJOURNMENT**

**Comment Cards:**

Anyone from the public wishing to address the Town Council, it is requested that you complete a Comment Card before speaking. Please fill out completely with your full name and address so that your comments can be entered correctly in the minutes and give to the Town Clerk. During the agenda item portion of the meeting, you may only address the item on the agenda being discussed at the time of your comment. During public comments, you may address any item you desire. Please remember that there is a three (3) minute time limit on all public comment. Any person who decides to appeal any decision of the Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made which included testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk's Office (561-793-2418), at least 48 hours in advance to request such accommodation.



155 F Road Loxahatchee Groves, FL 33470

## Agenda Item # 1

**TO:** Town Council of Town of Loxahatchee Groves  
**FROM:** Larry Peters, Public Works Director  
**VIA:** Francine Ramaglia, Town Manager  
**DATE:** October 3, 2023  
**SUBJECT:** Consideration of *Resolution No. 2023-54* piggyback for Auctioneer Services

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### Background:

The purpose of the proposed piggyback agreement is to secure the services of a qualified company for auctioneering services, to facilitate the Town's sale and disposal of surplus personal property. Royal Auction Group, Inc., was awarded a contract for auctioneering services with the City of Fort Lauderdale in response to a competitive solicitation. The Town's purchasing and procurement ordinance and manual allow the Town to access goods and services in similar size, scope and price as contracted by another entity once the Town has validated the procurement process for the original piggybacked contract.

Pursuant to the contract, the auctioneer is responsible for transporting surplus equipment and vehicles to the auction site, market and advertise the auctions, all at no cost to the Town. The auctions may be on-line or live in person. The auctioneer is paid by a buyer's premium on the purchase price of 10-12%. The buyers may also be charged 3.5 % if they pay by credit card, may be subjected to an administrative fee of \$25 and pay title charges for those items transferred by title. The Town does not incur costs or fees under the terms of the agreement.

The initial term of the Fort Lauderdale contract with Royal Auction Group, Inc. is for a period of three (3) years and will expire on May 1, 2026. Providing the bidder agrees to the same terms and conditions, the contract could be extended for two (2) additional, one (1) year periods for a maximum contract term of five (5) years. The proposed agreement with the Town will mirror the expiration of the Fort Lauderdale contract and provides authority to the Town Manager to extend the agreement in the event Fort Lauderdale extends their contract with the vendor.

### Recommendations:

Town Council adopt *Resolution No. 2023-54* approving the agreement with Royal Auction Group, Inc. based on a piggyback of the contract between Royal Auction Group, Inc., and Fort Lauderdale pursuant to the City of Fort Lauderdale Solicitation Event 21 "Auctioneer Services."



155 F Road Loxahatchee Groves, FL 33470

**RESOLUTION NO. 2023-54**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN AGREEMENT WITH ROYAL AUCTION GROUP, INC., FOR AUCTIONEERING SERVICES UTILIZING THE CITY OF FORT LAUDERDALE AUCTIONEERING SERVICES SOLICITATION EVENT NO. 21; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 2-133(b)(5) of the Town’s Purchasing Code permits the Town to enter into agreements for goods and services using other government agency contracts, so long as they were competitively bid, and the price offered to the Town is the same or less than the price of the contracting government agency; and

**WHEREAS**, the Town is in need of reliable services relating to the auctioning and selling of surplus personal property; and

**WHEREAS**, the City of Fort Lauderdale conducted a competitive procurement of services and awarded a Contract for Revenue Service Agreement for Auctioneer Services (Solicitation Event 21) to Royal Auction Group, Inc., a Florida corporation; and

**WHEREAS**, the Town Council desires to enter into an agreement with Royal Auction Group, Inc. utilizing the agreement awarded under the City of Fort Lauderdale Solicitation Event 21 “Auctioneer Services”, as listed in Exhibit “A”; and

**WHEREAS**, the Town Council has determined entering into the agreement serves a public purpose.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:**

**Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2.** The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town to utilize the City of Fort Lauderdale Solicitation Event 21 "Auctioneer Services" for auctioneering services and enter into an agreement with the awarded vendor Royal Auction Group, Inc. pursuant to and consistent with Exhibit "A". The Mayor is authorized to execute any and all no-cost documents to implement the use of the City of Fort Lauderdale Solicitation Event 21 "Auctioneer Services" by the Town, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution. In addition, the Town may use the City of Fort Lauderdale Solicitation Event 21 "Auctioneer Services" and the awarded contract with Royal Auction Group, Inc., so long as it remains in effect, including renewals or extensions.

**Section 3.** This Resolution shall become effective immediately upon its passage and adoption.

Councilmember \_\_\_\_\_ offered the foregoing Resolution. Councilmember \_\_\_\_\_ seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
LAURA DANOWSKI, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MARGARET HERZOG, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARIANNE MILES, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

ATTEST:

\_\_\_\_\_  
Mayor Laura Danowski

\_\_\_\_\_  
Lakisha Burch, Town Clerk

\_\_\_\_\_  
Vice Mayor Robert Shorr

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember Phillis Maniglia

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Councilmember Margaret Herzog

\_\_\_\_\_  
Councilmember Marianne Miles



## AGREEMENT

This Agreement for Auctioneering Services (“Agreement”) is made as of the \_\_\_\_\_ day of October, 2023, by and between the **Town of Loxahatchee Groves**, 155 F Road, Loxahatchee Groves, Florida 33470, a municipal corporation organized and existing under the laws of the State of Florida, (“TOWN”), and **Royal Auction Group, Inc.**, a corporation authorized to do business in the State of Florida, with a mailing address of 7061 Alico Rd. Fort Myers, Florida 33912, (“CONTRACTOR”).

## **RECITALS**

WHEREAS, the TOWN is in need of a contractor to perform auctioneering services to assist the Town in its sale and disposition of surplus personal property (“SERVICES”) for the TOWN; and

WHEREAS, the City of Fort Lauderdale, through its competitive selection process, awarded a Contract for Solicitation Event 21 Auctioneering Services (“CONTRACT”) to the CONTRACTOR for substantially the same services sought by the TOWN; and

WHEREAS, the TOWN requested, and the CONTRACTOR has executed this Agreement with the TOWN for performing the SERVICES based on the pricing and terms and conditions of the CONTRACT; and

WHEREAS, the TOWN desires to accept CONTRACTOR’s pricing by piggy-backing the CONTRACT including all terms, conditions, and pricing therein, as more fully set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. CONTRACT. The CONTRACT with the CONTRACTOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The TOWN shall have all rights, obligations and remedies authorized to the governmental entity under the CONTRACT and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the CONTRACT and pricing therein, the CONTRACTOR shall perform as requested by the TOWN.
4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:
  - A. All written modifications and amendments hereto.
  - B. This Agreement.

C. CONTRACT (including the Bid, Contractors Proposal, Bid Tabulation, Contract, and any Amendments, Renewals, and Extensions).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement.
- C. The CONTRACT.

5. Compensation to Contractor. Payments to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, as set forth under the CONTRACT. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. **The TOWN will not expend more than the amount in the approved Budget as it may be adopted each year for the SERVICES over the term of this Agreement.**

6. Miscellaneous Provisions.

6.1 The TOWN and CONTRACTOR each bind itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.2 The Project Manager for the TOWN is \_\_\_\_\_ at \_\_\_\_\_.  
The Project Manager for the CONTRACTOR is \_\_\_\_\_ at \_\_\_\_\_.

6.3 Headings and References & Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.

6.4 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

6.5 Entire Agreement; Amendment and Waiver: This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be

effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty, or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty, or other provision contained in this Agreement.

- 6.6 Successors and Assigns: This Agreement shall be binding upon and shall endure to the benefit of the parties hereto and their respective successors and assigns.
- 6.7 Governing Law; Consent to Jurisdiction: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.
- 6.8 Third Party Beneficiary rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.
- 6.9 Severability: If any one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 6.10 Effective date, term, and renewal: The effective date of this Agreement is the date the Agreement is approved by the TOWN Council. The term of this Agreement shall be for a term to mirror the CONTRACT which shall expire on May 1, 2026. The parties may extend the term for two (2) additional one (1) year periods by amendment to this Agreement in accordance with the CONTRACT renewal. The Town Manager is authorized to approve an amendment to this Agreement to extend the term as set forth above.
- 6.11 Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the TOWN as provided under section 119.011(2), Florida Statutes, specifically agrees to:
- (a) Keep and maintain public records required by the TOWN to perform the service.
  - (b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the TOWN.
- (d) Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, [lburch@loxahatcheegrovesfl.gov](mailto:lburch@loxahatcheegrovesfl.gov), OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.**

- 6.12 Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
- 6.15 The TOWN is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN'S Tax Exemption Number in securing such materials.

- 6.16 Enforcement Costs: All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default, or misrepresentation in connection with any provisions of this Agreement.
- 6.17 Waiver of Trial by Jury: TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

7. Indemnity.

- 7.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.
- 7.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees

of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

- 7.3 Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, nor as a consent by TOWN to be sued by third parties. The provisions and limitations set forth in Section 768.28, Florida Statutes, shall apply to the TOWN's liability under this Agreement to claims or actions arising in tort and/or in contract.

## 8. Insurance.

- 8.1 CONTRACTOR shall procure and maintain and shall cause any subcontractor of CONTRACTOR to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverage shall be procured and maintained with forms and insurers acceptable to TOWN. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- 8.2 Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates.
- 8.3 Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products. The policy shall contain a severability of interest provision and shall be endorsed to include TOWN and TOWN's officers, employees, and consultants as additional insurers.

- 8.4 Professional liability insurance with minimum limits of one million dollars (\$1,000,000) for each claim and two million dollars (\$2,000,000) general aggregate.
- 8.5 Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- 8.6 Garage Keepers Legal Liability Insurance with the minimum limit of the highest possible replacement cost value of vehicles in the care, custody, and control of the CONTRACTOR at any one time. Coverage shall cover CONTRACTOR’s damage or other loss, including comprehensive and collision risks, to the vehicles in the care, custody, and control of the CONTRACTOR.
- 8.7 Cyber Liability with limits not less than \$1,000,000 per occurrence or claim, and \$1,000,000 in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as set forth in the Contract and shall include, but not be limited to, claims involving data breach, media content, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with sufficient limits to respond to these obligations.
- 8.8 TOWN shall be named as an additional insured on CONTRACTOR’s insurance coverage.
- 8.9 Prior to commencement of Services, CONTRACTOR shall submit certificates of insurance acceptable to TOWN.
- 8.8 Except for Professional Liability and Workers’ Compensation, all policies shall contribute as primary and non-contributory. All policies provided by CONTRACTOR shall include a waiver of subrogation.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

By: \_\_\_\_\_  
Laura Danowski, Mayor

ATTEST

\_\_\_\_\_  
Lakisha Burch, Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Office of the Town Attorney

CONTRACTOR: **ROYAL AUCTION GROUP, INC.**, Florida Corporation

By: \_\_\_\_\_  
Brandon Roy, President

[Corporate Seal]

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me, by means of \_\_\_ physical presence or \_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Brandon Roy, as President of Royal Auction Group, Inc., a corporation authorized to do business in the State of Florida, and \_\_\_ who is personally known to me or \_\_\_ who has produced the following \_\_\_\_\_ as identification.

Notary Public

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



## REVENUE SERVICE AGREEMENT FOR AUCTIONEER SERVICES

THIS AGREEMENT, made this 26th day of June 2023, is by and between the City of Fort Lauderdale, a Florida municipality ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and Royal Auction Group, Inc., a Florida corporation ("Contractor") whose address is 7061 Alico Road, Fort Myers, Florida 33912; Email: [gfrazier@royalauktiongroup.com](mailto:gfrazier@royalauktiongroup.com); Phone: (239) 936-4121, (collectively, "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Contractor agrees to provide to the City Auctioneer Services (the "Work"), and the City and the Contractor further covenant and agree as follows:

### WITNESSETH:

#### I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Event 21 - Auctioneer Services, including any and all exhibits and addenda prepared by the City of Fort Lauderdale, ("Exhibit A").
- (2) The Contractor's response to Event 21, dated January 30, 2023, ("Exhibit B").
- (3) The Contractor's response to the Negotiations Term Sheet, dated March 6, 2023 ("Exhibit C").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated June 26, 2023 and any attachments.
- B. Second, Exhibit A.
- C. Third, Exhibit B.
- D. Fourth, Exhibit C.

#### II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City’s Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or his designee, and approved by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

**III. TERM OF AGREEMENT**

The initial term of this Agreement shall commence on May 2, 2023 and shall be end on May 1, 2026. The City reserves the right to extend this Agreement for two (2) additional one (1) year terms, provided all terms, conditions and specifications contained herein remain the same, and the extension is mutually agreed to in writing and signed by both Parties. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of the City’s fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

**IV. COMPENSATION**

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City’s obligation to compensate Contractor for Contractor’s services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor’s obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor’s expenses.

**V. METHOD OF BILLING AND PAYMENT**

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after the City’s receipt of the Contractor’s proper invoice, as provided in the Florida Local Government Prompt Payment Act, as may be amended from time to time. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City’s Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement. If, at any time during the Agreement, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. If billed monthly, an original invoice plus one copy is due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or

defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

## VI. GENERAL CONDITIONS

### A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City'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 City.

### B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

### C. Termination for Cause

The City may terminate this Agreement for cause if the Contractor has not corrected the breach within ten (10) days after written notice from the City identifying the breach. The City may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

**D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City’s satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City’s right to terminate this Agreement for convenience.

**E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

**F. Insurance**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor’s sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor’s insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor’s liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City’s Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City’s review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

**Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

**Garage Keepers Legal Liability**

Coverage shall be purchased for the Contractor’s liability for damage or other loss, including comprehensive and collision risks, to the vehicles while in the care, custody, and control of the Contractor. Coverage form must be on a direct primary basis with limits equal to the highest possible replacement cost value of vehicles in the care, custody, and control of the Contractor at any one time.

**Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers’ Compensation and Employer’s Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers’ Compensation insurance. Exceptions and exemptions will be allowed by the City’s Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor’s insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers’ compensation laws, including the U.S. Longshore Harbor Workers’ Act and the Jones Act, if applicable.

**Insurance Certificate Requirements**

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days’ notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
 100 N. Andrews Avenue  
 Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

**G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

**H. Standard of Care**

Contractor represents that it is qualified to perform the Work, that Contractor and subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

**I. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

**J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, 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 law, Chapter 119, Florida Statutes (2022), as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or 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 law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

#### **K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2022), as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2022), as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

#### **L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

#### **M. Inspection and Non-Waiver**

Contractor shall permit the representatives of City to inspect and observe the Work at all times.



The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

#### **N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

#### **O. Conflicts**

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn

testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this Section to the same extent as Contractor.

**P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

**Q. Materiality and Waiver of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**R. Compliance With Laws**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

**T. Limitation of Liability**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an

amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised.

#### **U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

#### **V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City's Mayor and/or City Manager, as determined by the City Charter and Ordinances of the City of Fort Lauderdale, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on its behalf.

#### **W. Prior Agreements**

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

#### **X. Payable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

## **Y. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

## **Z. Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

## **AA. Scrutinized Companies**

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2022), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in

Section 287.135, Florida Statutes (2022), as may be amended or revised.

**BB. Public Records**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2022), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**CC. Non-Discrimination**

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida,

(2023), as may be amended or revised, (“Section 2-187”), during the entire term of this Agreement.

2. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida (“Section 2-187”).
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

**DD. E-Verify**

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.


1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor’s affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2022), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised,


to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

**[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**


IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

ATTEST:

  
 David R. Solomon, City Clerk

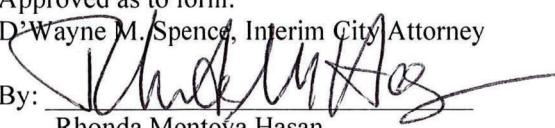


CITY OF FORT LAUDERDALE, a Florida municipality


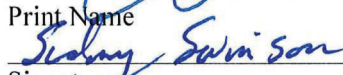
By:   
 Greg Chavarria  
 City Manager

Date: 6/26/23

Approved as to form:  
D'Wayne M. Spence, Interim City Attorney

By:   
 Rhonda Montoya Hasan  
 Assistant City Attorney

WITNESSES:

  
 Signature  
George Frazier  
 Print Name  
  
 Signature  
Sidney Swinson  
 Print Name

ROYAL AUCTION GROUP, INC. a Florida corporation

By:   
 Brandon Roy, President

(CORPORATE SEAL)

STATE OF Florida :  
 COUNTY OF Pasco :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 18 day of May, 2023, by Brandon Roy as President for Royal Auction Group, Inc., a Florida corporation.

(SEAL)



  
 Notary Public, State of Florida  
 (Signature of Notary Public)

Carolyn Thurman  
 (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known  OR Produced Identification \_\_\_\_\_  
 Type of Identification Produced \_\_\_\_\_





## Event # 21-3

**Name:** Auctioneer Services

**Reference:** Auctioneer Services

**Description:** Auctioneer Services

**Buyer:** Platkin, Laurie

**Status:** Open

**Event Type:** RFP

**Currency:** USD

**Sealed Bid:** Yes

**Respond To All Lines:** Yes

**Q & A Allowed:** Yes

**Number Of Amendments:** 3

**Display Bid Tabulation:** Display When Event Closed For Bidding Or Canceled

## Event Dates

**Preview:**

**Q & A Open:** 01/14/2023 08:00:00 AM

**Open:** 01/10/2023 12:00:00 PM

**Q & A Close:** 01/31/2023 05:00:00 PM

**Close:** 02/07/2023 02:00:00 PM

**Dispute Close:**

## Questions

Question	Response Type	Attachment
Did you sign and upload all required forms?	Yes No	Required Forms Packet.pdf
Did you sign and upload Addendum 1?	Yes No	Addendum 1.pdf
Did you sign and upload Addendum 2?	Yes No	Addendum 2.pdf

## Meetings

Meeting	Description	Location	Date	Required
Pre-Bid Conference	Attendance is mandatory for Event 21 - Auctioneer Services	Central Maintenance Garage Facility	01/24/2023 11:00:00 AM	Yes

## Attachments

Name	Description	Attachment
Solicitation Packet	Event 21 Auctioneer Services	Event 21_Auctioneer Services_V2.pdf
General Conditions	General Conditions	GENERAL CONDITIONS - Rev 1-2023.pdf

## Contacts

Name	Email Address
Laurie Platkin	LPlatkin@fortlauderdale.gov

## Comments

Title	Type	Comment
Clarification to Vendor question	Event	<p>Question: Should the supplier have their own fleet of trucks for pick up due to the tight spaces and the liability of maneuvering in those spaces at the Ft. Lauderdale facility?</p> <p>Updated Response/Answer: The contractor should plan on transporting assets with their own vehicles <u>or if using a third party transporter, the transporter needs to be identified with the bid proposal.</u> The city, if available, can help assist in loading of assets but the contractor should not plan on that consistently happening and come prepared to load assets themselves.</p>

## Commodity Codes

Commodity Code	Description
962-09	Auctioneering Services (To include Internet Type)

**Line Details**

**Line 1: On-Line Auction Services Buyers Premium**

**Description:** On-Line Auction Services Buyers Premium

**Item:** ON-LINE PREMIUM    On-Line Auction Services Buyers Premium

**Long Item Description:** The city will not be charged any fees. The allowed Buyers Premium will cover all costs; transportation and auction fees. Additional fees should be included in the bidders total Buyers Premium %. If there are other items offered then the vendor must provide the information as part of their RFP attachment.

**Commodity Code:** 962-09    Auctioneering Services (To include Internet Type)

**Quantity:** 1.0000                      **Unit of Measure:** EA

**Require Response:** Yes                      **Price Breaks Allowed:** No                      **Allow Alternate Responses:** No

**Add On Charges Allowed:** No

**Line 2: Public Absolute Auction Services Buyers Premium**

**Description:** Public Absolute Auction Services Buyers Premium

**Item:** AUCTION PREMIUM    Public Absolute Auction Services Buyers Premium

**Long Item Description:** The city will not be charged any fees. The allowed Buyers Premium will cover all costs; transportation and auction fees. Additional fees should be included in the bidders total Buyers Premium %. If there are other items offered then the vendor must provide the information as part of their RFP attachment.

**Commodity Code:** 962-09    Auctioneering Services (To include Internet Type)

**Quantity:** 1.0000                      **Unit of Measure:** EA

**Require Response:** Yes                      **Price Breaks Allowed:** No                      **Allow Alternate Responses:** No

**Add On Charges Allowed:** No

Public Absolute Auction Services Buyers Premium

**Item:** AUCTION PREMIUM Public Absolute Auction Services Buyers Premium

**Long Item Description:** The city will not be charged any fees. The allowed Buyers Premium will cover all costs; transportation and auction fees. Additional fees should be included in the bidders total Buyers Premium %. If there are other items offered then the vendor must provide the information as part of their RFP attachment.

**Commodity Code:** 962-09 Auctioneering Services (To include Internet Type)

**Quantity:** 1.0000

**Unit of Measure:** EA

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

# **Solicitation Event 21**

## **Auctioneer Services**

**Bid Designation: Public**



**City of Fort Lauderdale**  
Procurement Services Division  
100 N. Andrews Avenue, Suite 619  
Fort Lauderdale, Florida 33301

## SECTION I – INTRODUCTION AND INFORMATION

### 1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced, and licensed firm(s) to provide to provide auction services for the City's Public Works Department, Fleet Services program, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

### 1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Laurie Platkin at (954) 828-5138 or email at [lplatkin@fortlauderdale.gov](mailto:lplatkin@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the City's on-line strategic sourcing platform. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the City's on-line strategic sourcing platform shall become part of any contract that is created from this RFP.

### 1.3 Pre-proposal Conference and Site Visit

There will be a pre-proposal conference and/or site visit scheduled for this Request for Proposal.

There will be a **MANDATORY** pre-proposal conference and site visit scheduled for this Request for Proposal.

It will be the sole responsibility of the Contractor to attend the pre-proposal/site visit to inspect the City's location(s) facilities systems prior to submitting a bid/proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

### 1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

The City of Fort Lauderdale uses the City's on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from the City's on-line strategic sourcing platform. Proposers are strongly encouraged to read the supplier tutorials available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a proposal to ensure familiarity with the use of the

City's on-line strategic sourcing platform. The City shall not be responsible for a Proposer's inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform

It is the sole responsibility of the Proposer to ensure that their proposal is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. PAPER PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA the [City's on-line strategic sourcing platform](#).

#### **1.5 Electronic Bid Openings/Proposal Closings**

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the [City's on-line strategic sourcing platform](#) at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

*END OF SECTION*

## SECTION II - SPECIAL TERMS AND CONDITIONS

### 2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/22) are included and made a part of this RFP.

### 2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by the [City's on-line strategic sourcing platform](#) and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

### 2.3 Changes and Alterations

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

### 2.4 Proposer's Costs

The City shall not be liable for any costs incurred by Proposers in responding to this RFP.

### 2.5 Pricing/Delivery

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

Contractor shall quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

### 2.6 Price Validity

Prices provided in this Request for Proposals (RFP) shall be valid for at least One Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and Bidder/Proposer. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

### 2.7 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made



within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

## **2.8 Related Expenses/Travel Expenses**

All costs including travel are to be included in your bid. The City will not accept any additional costs.

## **2.9 Payment Method**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

## **2.10 Mistakes**

The proposer shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

## **2.11 Acceptance of Proposals / Minor Irregularities**

**2.11.1** The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

**2.11.2** The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

## **2.12 Modification of Services**

**2.12.1** While this contract is for services provided to the department referenced in this RFP, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

**2.12.2** The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work

completed on the basis of the estimated percentage of completion of such portion to the total project cost.

**2.12.3** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

**2.12.4** If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

**2.13 Non-Exclusive Contract**

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

**2.14 Sample Contract Agreement**

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

**2.15 Responsiveness**

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all its requirements, including all form and substance.

**2.16 Responsibility**

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

**2.17 Minimum Qualifications**

Proposers shall be in the business of Auction Services and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

**2.17.1** Proposer or principals shall have relevant experience in Auctioneer Services.

**2.17.2** Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

**2.17.3** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

**2.17.4** Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

## **2.18 Lobbying Activities**

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at: <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

## **2.19 Local Business Preference**

**2.19.1** Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a Proposer must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:

**2.19.2** Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the Proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

**2.19.3** Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

**2.19.4** The complete local business preference ordinance may be found on the City's web site at the following link:

[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR)

### 2.19.5 Definitions

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

### 2.20 Disadvantaged Business Enterprise Preference

**2.20.1** Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a Proposer must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Bid/Proposal submittal:

**2.20.2** Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
- b. List of the names of all employees of the Proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri-County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

**2.20.3** Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

**2.20.4** The complete disadvantaged business preference ordinance may be found on the City's web site at the following link:  
<https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

### 2.20.5 Definitions

- a. The term "Disadvantaged Class 1 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within

the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.

- b. The term "Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- c. The term "Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "Disadvantaged Class 4 Enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

## 2.21 Protest Procedure

**2.21.1** Any Proposer who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link.

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>

**2.21.2** The complete protest ordinance may be found on the city's web site at the following link:

[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-182DIREPRAWINAW](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW)

## 2.22 Public Entity Crimes

Proposer, by submitting a proposal, certifies that neither the Proposer nor any of the Proposer's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

## 2.23 Subcontractors

**2.23.1** If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor

candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

**2.23.2** Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

**2.23.3** Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

**2.24 Proposal Security – N/A**

**2.25 Payment and Performance Bond – N/A**

**2.25 Insurance Requirements**

**2.26.1** As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

**2.26.2** The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

**2.26.3** The following insurance policies and coverages are required:

**Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

### **Garage Keepers Legal Liability**

Coverage shall be purchased for the Contractor's liability for damage or other loss, including comprehensive and collision risks, to the vehicles while in the care, custody, and control of the Contractor. Coverage form must be on a direct primary basis with limits equal to the highest possible replacement cost value of vehicles in the care, custody, and control of the Contractor at any one time.

### **Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

### **Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

#### **2.26.4 Insurance Certificate Requirements**

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the

- insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
  - f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
  - g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
  - h. The title of the Agreement, Bid/Proposal/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
 Procurement Services Division  
 100 N. Andrews Avenue  
 Fort Lauderdale, FL 33301

- 2.26.5** The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.26.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.26.7** The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.
- 2.26.8** Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.
- 2.26.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.26.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.



**2.26.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

**2.27 Award of Contract**

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the City.

**2.28 Unauthorized Work**

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

**2.29 Damage to Public or Private Property**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

**2.30 Safety**

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

**2.31 Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

**2.31.1** The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

**2.31.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

**2.31.3** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

**2.31.4** The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

### **2.32 Canadian Companies**

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

### **2.33 News Releases/Publicity**

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior City approval.

### **2.34 Manufacturer/Brand/Model Specific Request**

This is a manufacturer/brand/model specification. No substitutions will be allowed.

### **2.35 Contract Period**

The initial contract term shall commence upon date of award by the City or April 5, 2023, whichever is later and shall expire three (3) years from that date. The City reserves the right to extend the contract for two (2), additional one (1) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 270 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

### **2.36 Cost Adjustments**

Prices quoted shall be firm for the initial contract term of three (3) year(s). No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

**2.37 Service Test Period**

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

**2.38 Contract Coordinator**

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

**2.39 Contractor Performance Reviews and Ratings**

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

- Excellent Far exceeds requirements.
- Good Exceeds requirements
- Fair Just meets requirements.
- Poor Does not meet all requirements and contractor is subject to penalty provisions under the contract.
- Non-compliance Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

**2.40 Substitution of Personnel**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the

matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause.

**2.41 Ownership of Work**

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

**2.42 Condition of Trade-In Equipment – N/A**

**2.43 Conditions of Trade-In Shipment and Purchase Payment – N/A**

**2.44 Verification of Employment Status**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Proposer's response to this RFP.

**2.45 Service Organization Controls**

The Contactor should provide a current SSAE 18, SOC 2, Type I report with their proposal. Awarded Contractor will be required to provide an SSAE 18, SOC 2, Type II report annually during the term of this contract. If the Contractor cannot provide the SSAE 18, SOC 2, Type I report at time of proposal submittal, a current SOC 3 report will be accepted.

**2.46 Warranties of Usage**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**2.47 PCI (Payment Card Industry) Compliance**

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

*END OF SECTION*

## SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### 3.1 Scope of Services

The City of Fort Lauderdale (City) is seeking auction services to sell at public absolute auction sale and on-line internet auction as approved by City, surplus equipment, and vehicles ("Property"). Auctioneer shall perform all the services and tasks to transport equipment and vehicles to the auction site, market, and advertise at no cost to the City, and sell the equipment and vehicles by absolute auction, through closing of the transaction, including all necessary, incidental, and related activities and services ("Services"). Auctioneer shall provide all necessary auctioneers, accountants, clerks, and office staff required to achieve the efficient and orderly performance of the auction sale. Auctioneer shall employ qualified personnel to perform the Services and shall perform this engagement in a professional and skilled manner in accordance with all applicable, federal, state, and local laws and regulations. Auctioneer shall be responsible for all work necessary to sell consigned property at a live auction at the Auctioneer's location.

### 3.2 Auction Services

The surplus property to be sold shall be identified by City. The property auctioned may range from cars & trucks, heavy equipment, office equipment and furniture along with miscellaneous other equipment and surplus supplies. The property in most cases will be offered for sale individually, or in the case of small miscellaneous items, sold in lots as determined by the Auctioneer and approved by the City. The Property will be sold to the highest bidder on an "As-Is- Where-Is" basis without any warranties of any kind expressed or implied. City agrees to disclose to Auctioneer any known defects or faults with equipment/auction items prior to the auction sale. Auctioneer will charge and collect from the purchaser at auction, the purchase price together with all applicable taxes. Auctioneer will collect in full from the purchaser prior to removal of the Property from the auction sale site. All items will be sold at public absolute sale to the highest bidder regardless of price without reserve unless a minimum price is established by the City. In the event that a successful bidder fails to pay for an item for which he is designated to be the high bidder, that item will be considered a "No Sale" and no commission will be charged on that item and the item shall be promptly return to the City or retained at the auction site to be added to the next sale.

It is the City's desire to secure a combination on-line (internet) based and public absolute (live) auction services for small goods, surplus equipment for vehicles and trucks, accident-damaged/unserviceable vehicles and equipment and other miscellaneous property, whichever is deemed to be in the best interest of the City.

### 3.3 Requirements

Auctioneer shall meet the requirements as follows as part of the scope of services including, but not limited to:

#### A. Fully automated accounting system that will track and provide the following information:

1. List of all lot numbers on which individual bidders were successful, to include total dollar amount spent by each registered bidder; and
2. Dollar amount of bid price for each lot sold; and
3. Reports available at the day of auction.

#### B. Trained staff able to provide the following services:

1. Receive and tag lots as they are received from City to auction site; and
2. Perform data entry on above noted automated system; and
3. Receive and account for payments; and

4. Issue receipts and vehicle documents (bills of sale, title transfers).

**C. Advertising by Auctioneer:**

1. Notify all individuals and companies on the maintained bidders' lists for equipment, vehicles and other items offered for sale at auction; and
2. Advertise in auction trade journals, publications, website and etc. and
3. Create, edit, print and distribute brochures based on equipment and other items to be sold at auction; and
4. Provide printed and digital brochures to the City for distribution, in quantity requested by the City; and

**D. Transport Items/Equipment Requirement:**

1. Transport ALL items/equipment from the City to the Auctioneer's auction site(s) at no cost to the City with the proper transportation equipment; and
2. Transport ALL unsold items/equipment from the Auctioneer's auction site(s) to the City at no cost to the City with the proper transportation equipment upon request of the City. Auctioneer shall retain property at their location until auction is held, unless otherwise approved in writing by the City's Contract Coordinator.

**E. Licensed Auctioneer in good standing in the State of Florida**

Auctioneer must comply under Florida Statutes Chapter 468, Part V, Auctioneers (ss. 468.35 - 468.639.)

**3.4 Responsibilities**

Auctioneer is responsible for the following responsibilities including but not limited to:

- A.** For public absolute auction services only, Auctioneer shall provide a suitable site for the auction(s) with adequate restroom facilities available for staff and bidders; and Secure area with fencing and other methods to deter/prevent theft or vandalism.
- B.** Write, publish, and pay for any required legal advertising; and
- C.** Provide as complete a list of items to be auctioned as possible; a minimum of ten (10) business days in advance of the auction.
- D.** Arrange the transport of the City's Property to the sale site no later than ten (10) days prior to the scheduled auction sale and transport "No Sale" property, if requested by the City, back to the City no later than five (5) days after request of the City. Items must be delivered to Auctioneer in running condition (except when noted) with adequate fuel levels and whatever keys are available. All drivers (including subcontractors) must have valid and properly classed license for the vehicle driven and be covered by Auctioneer's insurance as set forth in Section 2.25.
- E.** For all costs of advertising and conducting the auction sale including the arrangement of transport of the City's Property.
- F.** Remove any vehicle decals and identification specific to the City of Fort Lauderdale and more importantly for the Law Enforcement vehicles per state of Florida statute Chapter 2020-62 section 319.14 F.S., law enforcement lighting, confirm GPS and Fuel Management devices are removed and returned to the City.

- G. Verify all specialty items are removed and factory seats are picked up and installed prior to leaving the City's location.
- H. In the event an item(s) are left in vehicles after the sale, Auctioneer will provide assistance in locating the buyer/asset and assist with retrieval of the item(s) at no additional cost to the City.

### 3.4 Auction Coordination

Auctioneer shall be responsible for coordination of all auction activities with the City Contract Coordinator or designee(s). Auctioneer shall offer suggestions, on a timely basis, for maximizing sale value of items. The City will provide Auctioneer an inventory list(s). The City reserves the right to add/delete items from the list up to the day of the auction. A master list shall be printed for distribution as close to the auction day as possible. Auctioneer shall tag all items for sale prior to the day of the auction.

### 3.6 Ownership

City warrants it is the owner of and has marketable title to all of the Property, free and clear from any liens, debts or encumbrances except as noted. City further warrants that there are no judgments or liens against it and that there are no pending legal actions, claims or proceeding whatsoever which in any way would hinder, prevent, or otherwise affect its right or ability to sell the Property at auction sale. City agrees to deliver upon request any documents, certificates, proof of ownership or titles, which would be required to deliver title to the Property. In the case that there is a delay in the new purchaser receiving a clear title for any vehicle sold for the City, the net proceeds from the sale will be held until free and clear title is received by the purchaser or, at the discretion of the Auctioneer, the item may be pulled from the auction sale and remain City's property. City shall be responsible for the cost associated with sending any documents for the new purchaser.

#### A. Title Transfer

Upon receiving full payment for a titled asset, auctioneer shall ensure that the vehicle title is transferred into the name of the purchaser in the Florida DHSMV system, whether the purchaser is an individual, company or licensed dealer. At no point should a titled vehicle leave the auctioneer facility while the title is still in the name of the City (or any variation in wording thereof). Assets that are sold with a Certificate of Destruction do not need to be transferred as referenced earlier in this section.

### 3.6 Proceeds of Sales

Auctioneer shall pay City the net proceeds from the auction sale within fourteen (14) business days following the auction sale in the form of electronic transfer (Wire transfer). Auctioneer shall email a written report to City listing items sold and gross selling price of the Property sold at auction. Upon request, detailed invoices on individual items may be requested by the City and shall be provided by the auctioneer at no additional charge.

### 3.7 Audit

Auctioneer shall maintain adequate records for the services performed under this Agreement for five (5) calendar years following completion of the services. City shall have the right to audit Auctioneer's books and records upon providing written notice.

*END OF SECTION*

## SECTION IV – SUBMITTAL REQUIREMENTS

### 4.1 Instructions

- 4.1.1** The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from the [City's on-line strategic sourcing platform](#). Proposers are strongly encouraged to read the supplier tutorial available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a proposal to ensure familiarity with the use of the [City's on-line strategic sourcing platform](#). The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public



records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
  2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
  4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 4.1.6** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

## **4.2 Contents of the Proposal**

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated

herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

#### **4.2.1 Table of Contents**

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

#### **4.2.2 Executive Summary**

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

#### **4.2.3 Experience and Qualifications**

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

#### **4.2.4 Approach to Scope of Work**

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas, and methodology. Describe your proposed approach to the project.

#### **4.2.5 References**

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP.

Information should include:

- Client First and Last Name, mailing address, contact person's telephone number and E-mail address;
- Description of work;
- Year the project was completed;
- Total cost of the project, estimated and actual.

#### **Notes:**

- 1) Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

- 2) **It is the proposer's responsibility to ensure all information provided is current and accurate. Advanced notification to your references is encouraged.**

#### **4.2.6 Facilities and Resources**

Layout of web page; Safeguards / security of website; Check-out, reporting capabilities, number of registered bidders in database; Percentage of 'regular' buyers; Average number of website 'hits' per month. Demonstrate the ability to auction classes of vehicles with the highest resale market.

- A. Bidder will provide the last two years of vehicle and equipment sales itemized by vehicles/equipment classification. Include vehicle/equipment make, model, year, date sold and sale amount.

#### **4.2.7 Minority/Women (M/WBE) Participation**

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

#### **4.2.8 Subcontractors**

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

#### **4.2.9 Required Forms**

##### **A. Proposal Certification**

Complete and attach the Proposal Certification provided herein.

##### **B. Cost Proposal**

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

##### **C. Non-Collusion Statement**

This form is to be completed, if applicable, and inserted in this section.

##### **D. Non-Discrimination Certification Form**

This form is to be completed and inserted in this section.

##### **E. Local Business Preference (LBP)**

This form is to be completed, if applicable, and inserted in this section.

##### **F. Disadvantaged Business Enterprise Preference (DBEP)**

This form is to be completed, if applicable, and inserted in this section.

##### **G. E-Verify Affirmation Statement**

This form must be completed and returned with your proposal.

##### **H. Sample Insurance Certificate**

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

**I. W-9 for Proposing Firm**

This form must be completed and returned with your proposal.

**J. Active Status Page from Division of Corporations – Sunbiz.org**

Provide PDF of current page with your proposal.

*END OF SECTION*

**SECTION V – EVALUATION AND AWARD**

**5.1 Evaluation Procedure**

**5.1.1 Bid/Proposal Tabulations/Intent to Award**

Notice of Intent to Award Contract/Bid/Proposal, resulting from the City’s Formal solicitation process, requiring City Commission action, may be found at: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

**5.1.2** Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be in attendance at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

**5.1.3** The Committee may short list Proposals that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short-listed Proposers. The Evaluation Committee shall then re-score and re-rank the short-listed firms in accordance with the weighted criteria.

**5.1.4** The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

**5.1.5** The final ranking and the Evaluation Committee’s recommendation may then be reported to the City Manager for consideration of contract award.

**5.2 Evaluation Criteria**

**5.2.1** The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each Proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

**5.2.2 Weighted Criteria**

<u>ABILITY TO MEET OBJECTIVES</u>	
Understands the scope of the project	10%
Meets technical specifications	10%
<u>QUALIFICATIONS</u>	
Skill, experience, expertise, and quality services/performances demonstrated by the Proposer in performing the same type of services as those sought by the City. As defined in Section 4.2.3	20%
Responses from client references. As defined in Section 4.2.5	15%

Facilities and Resources. As defined in Section 4.2.6	15%
<u>PROPOSER'S STRUCTURE AND FEES</u>	30%
<b>TOTAL PERCENT AVAILABLE:</b>	<b>100%</b>

**5.3 Contract Award**

The City reserves the right to award a contract to that Auction service provider who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

*END OF SECTION*

**SECTION VI - COST PROPOSAL PAGE**

**Proposer Name:** \_\_\_\_\_

Proposer agrees to supply the products and services at the prices bid/proposed below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: The proposer will build all expenses into the Buyer's Premium that is charged to the purchaser. Contractor must quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs include any costs for travel and miscellaneous expenses. No other costs will be acceptable and no costs to the City shall be accepted.

**Notes:**

Attach a breakdown of costs including but not limited to labor, equipment, materials, and parts.

1. On-Line Auction Services Buyers Premium \_\_\_\_\_ %

2. Public Absolute Auction Services Buyers Premium \_\_\_\_\_ %

3. Provide a list of any fees that may be charged to the buyers above the Buyer's Premium.

**Submitted by:**

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

Item 1.

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

**1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

**1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

**1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**  
It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and



procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

**1.11 SCRUTINIZED COMPANIES**

As a condition precedent to the effectiveness of this Agreement, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2022), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

**1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

**Part II DEFINITIONS/ORDER OF PRECEDENCE:**

**2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

- INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.
- INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.
- REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.
- REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.
- BID – a price and terms quote received in response to an ITB.
- PROPOSAL – a proposal received in response to an RFP.
- BIDDER – Person or firm submitting a Bid.
- PROPOSER – Person or firm submitting a Proposal.
- RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.
- RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.
- FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
- SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
- CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".
- CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.
- CONSULTANT – A firm providing professional services for the city.

**2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

**PART III BIDDING AND AWARD PROCEDURES:**

**3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten, or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

**3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

- 3.03 **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

**3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

**3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

**3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

**3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url:  
[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeid=coor\\_ch2ad\\_artvfi\\_div2pr\\_s2-182direpr](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr)

#### **PART IV BONDS AND INSURANCE**

**4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

**4.02 INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

**5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

**5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

**5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- NON-DISCRIMINATION:** The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.
1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
  2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
  3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
  4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
  5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.
- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 **ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City’s employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager’s designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002, CITY CLERK’S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City’s custodian of public records, in a format that is compatible with the information technology systems of the City.



**NON-COLLUSION STATEMENT**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee 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 City of Fort Lauderdale, FL 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.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____
	_____
	_____

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Date



**CONTRACTOR’S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

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

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee’s race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date



## LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

**THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**

[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2\\_AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2_AD_ARTVFI_DIV2PR_S2-186LOBUPR)

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.





**LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT**

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

\_\_\_\_\_  
Business Name

(2) is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

\_\_\_\_\_  
Business Name

(3) is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

\_\_\_\_\_  
Business Name

(4) requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

\_\_\_\_\_  
Business Name

(5) requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

\_\_\_\_\_  
Business Name

(6) is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

\_\_\_\_\_  
Business Name

BIDDER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_  
PRINT NAME SIGNATURE DATE



## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE**

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

**THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>**

### **Definitions**

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.



### DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1) is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

\_\_\_\_\_  
Business Name

(2) is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

\_\_\_\_\_  
Business Name

(3) is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

\_\_\_\_\_  
Business Name

(4) is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

\_\_\_\_\_  
Business Name

(5) is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

\_\_\_\_\_  
Business Name

BIDDER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_  
PRINT NAME SIGNATURE DATE

CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

Item 1.

Please Note: It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) \_\_\_\_\_ EIN (Optional): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_ Email: \_\_\_\_\_

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): \_\_\_\_\_

Total Bid Discount (section 1.05 of General Conditions): \_\_\_\_\_

Check box if your firm qualifies for DBE (section 1.09 of General Conditions):

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**ADDENDUM NO. 1**

**RFP No. Event 21**  
**TITLE: Auctioneer Services**

ISSUED: (1/19/23)

This addendum is being issued to make the following change(s):

1. In response to the following questions: Can you provide a list of previously sold assets and their winning bid amounts? a/o potential assets to be sold?
  - a. See Attachment

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin, NIGP-CPP, CPPB  
Sr. Procurement Specialist

Company Name: \_\_\_\_\_  
(please print)

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Asset	Description	Sale Proceeds
61437	61437 GENERAC GENERATOR	\$455.00
64114	64114 2006 ATLAS COPCO GENERATOR	\$5,750.00
64116	64116 2005 ATLAS COPCO GENERATOR	\$9,500.00
64117	64117 2005 ATLAS COPCO GENERATOR	\$9,500.00
72532	GRAVELY ZT MOWER	\$1,500.00
CONF	2002 INFINITI Q45 (CONFISCATED)	\$1,200.00
CONF	2002 FORD E350 (CONFISCATED)	\$800.00
CONF	ITALCA SCOOTER	\$300.00
MISC	PKR VENDING TRAILER	\$13,000.00
MISC	MISC FLEET LOTS	\$3,060.00
MISC	GENERATORS	\$28,050.00
MISC	EQUIPMENT SOLD	\$6,375.00
MISC	MISC ITEMS FROM GTL	\$800.00
MISC	MISC ITEMS FROM FLEET	\$1,010.00
MISC	MISC ITEMS FROM PARKS	\$60.00
MISC	MISC ITEMS	\$2,371.50
V10089	V10089 2016 CHRYS 200	\$4,100.00
V10090	V10090 2016 CHRYS 200	\$1,200.00
V10106	V10106 2017 FORDX FUSION HYBRID	\$2,600.00
V10368	V10368 2017 YAMAHA JETSKI	\$2,000.00
V10427	V10427 2017 CSHMN HAULER 800X-48	\$3,000.00
V10435	V10435 2017 ADVNC CS7010 HYBRID SWEEPER	\$1,900.00
V10457	V10457 2017 MADVA LR-100 LITTER COLLECTOR	\$8,000.00
V10502	V10502 2017 HONDA PIONEER 700M2 ATV	\$5,000.00
V10503	V10503 2017 HONDA PIONEER 700M2 ATV	\$5,000.00
V10558	V10558 2018 DODGE CHARGER PURSUIT	\$1,300.00
V10577	V10577 2018 DODGE CHARGER PURSUIT	\$1,300.00
V10590	V10590 2018 DODGE CHARGER PURSUIT	\$220.00
V10592	V10592 2018 DODGE CHARGER PPV	\$3,200.00
V10605	V10605 2018 DODGE CHARGER PURSUIT K-9	\$2,500.00
V10627	V10627 2018 FORDX FUSION	\$2,300.00
V10666	V10666 2018 TOROX GROUNDSMASTER 7200	\$6,500.00
V10667	V10667 2018 TOROX GROUNDSMASTER 7200	\$5,300.00
V10668	V10668 2018 TOROX GROUNDSMASTER 7200	\$4,900.00
V10672	V10672 2018 TOROX WORKMAN	\$10,000.00
V10748	V10748 2018 MADVA LR50 LITTER COLLECTOR	\$9,000.00
V10816	V10816 2018 BOMAG BW141AD-5 ROLLER	\$60,500.00
V10879	V10879 2018 LEBOY 7000C PAVING MACHINE	\$130,000.00
V10882	V10882 2018 LEBOY 250T TACK TRAILER	\$10,500.00
V10911	V10911 2005 NWHOL 75.B BACKHOE	\$27,500.00
V10991	V10991 2019 HONDA SXS700M2K ATV	\$5,250.00
V10992	V10992 2019 HONDA SXS700M2K ATV	\$9,250.00
V11004	V11004 2019 FORDX ESCAPE FWD	\$4,300.00
V11055	V11055 2019 HONDA SXS700M2K ATV	\$8,750.00

V11129	V11129 2019 YAMAHA KODIAK 700 ATV	\$4,000.00
V11130	V11130 2019 YAMAHA KODIAK 700 ATV	\$3,500.00
V11130	V11130 2019 YAMAHA KODIAK 700	\$2,500.00
V11411	V11411 2019 FOREST RIVER TRAILER	\$8,000.00
V11473	V11473 2012 MCBNZ S-550	\$9,000.00
V4881	V4881 2001 FRGHT MT55 GRMAL COMMAND CENTER	\$43,500.00
V5175	V5175 2003 FORDX F150 RC 4X2	\$3,200.00
V5176	V5176 2003 FORDX F150 RC 4X2	\$6,250.00
V5196	V5196 2003 FORDX F250 EC 4X4	\$8,000.00
V5399	V5399 2005 PRCE QUANTUM	\$9,000.00
V5400	V5400 2005 PRCE QUANTUM LADDER 105	\$36,000.00
V5408	V5408 TRAILER	\$1,400.00
V5441	V5441 2005 CHVRL ASTRO EXT	\$3,800.00
V5466	V5466 2005 FORDX F250 EC 4X4	\$10,000.00
V5596	V5596 RESCUE 2006 INT 4300 RESERVE	\$18,500.00
V5597	V5597 2006 INT 4300 RESERVE RESCUE	\$16,000.00
V5599	V5599 2006 INT 4300 RESERVE RESCUE	\$19,500.00
V5725	V5725 2006 FORDX F250 CC 4X4	\$8,500.00
V5797	V5797 MESSAGE BOARD	\$200.00
V5808	V5808 2007 FORDX F350 RC 4X2 DRW	\$8,500.00
V5835	V5835 2006 HORTN H816TA	\$5,250.00
V5852	V5852 2008 ACRO TRAILER	\$20,500.00
V5868	V5868 2006 VERMEER TRAILER	\$10,000.00
V6000	V6000 2008 FORDX F350 RC 4X2 DRW	\$4,500.00
V6062	V6062 2007 EZGO CART	\$2,750.00
V6073	V6073 2006 ATLAS COPCO GENERATOR	\$24,000.00
V6075	V6075 2006 ATLAS COPCO GENERATOR	\$24,000.00
V6080	V6080 2006 ATLAS COPCO GENERATOR	\$24,000.00
V6080	V6080 2006 ATLAS COPCO GENERATOR	\$12,000.00
V6083	V6083 2006 ATLAS COPCO GENERATOR	\$12,000.00
V6102	V6102 2007 TRAILER GTPU62	\$2,250.00
V6157	V6157 2007 PACEX SL820TA2	\$6,500.00
V6159	V6159 SEGWAY X2	\$400.00
V6160	V6160 SEGWAY X2	\$500.00
V6208	V6208 2008 FORDX F250 RC 4X4	\$18,000.00
V6238	V6238 2008 FORDX F550 4X2 DRW LCF	\$11,500.00
V6248	V6248 2009 INT 4400 CRANE	\$12,000.00
V6255	V6255 2009 INT TRACTOR	\$59,000.00
V6338	V6338 2009 FORDX EXPLORER 4X2	\$6,000.00
V6386	V6386 2009 FORDX F250 RC 4X2	\$15,000.00
V6387	V6387 2009 FORDX F150 EC 4X2	\$7,000.00
V6410	ENGINE 29 2008 ROSEN GA41L-2142	\$15,000.00
V6412	ENGINE 46 2008 ROSEN GA41L-2142	\$10,500.00
V6424	V6424 2010 GMCXX SAVANA 3500 CARGO EXT	\$9,500.00
V6427	V6427 2009 CASEX 580M SUPER	\$35,000.00

V6463	V6463 2010 HARLEY DAVIDSON	\$6,000.00
V6477	V6477 2010 FORDX CROWN VIC	\$2,200.00
V6486	V6486 2010 FORDX CROWN VIC	\$1,600.00
V6499	V6499 2011 FORDX CROWN VIC	\$2,700.00
V6518	V6518 2011 TOROX GROUNDMASTER	\$1,700.00
V6519	V6519 2010 FORDX F150 EC 4X2	\$16,500.00
V6539	V6539 2011 FORDX TAURUS FWD	\$6,800.00
V6547	V6547 2011 FORDX TAURUS FWD	\$6,200.00
V6568	V6568 2011 FORDX CROWN VICTORIA	\$3,000.00
V6606	V6606 2012 CHVRL CAPRICE	\$7,500.00
V6611	V6611 2012 CHVRL CAPRICE	\$4,600.00
V6613	V6613 2012 CHVRL CAPRICE	\$5,000.00
V6614	V6614 2012 CHVRL CAPRICE	\$4,900.00
V6617	V6617 2012 CHVRL CAPRICE	\$4,200.00
V6618	V6618 2012 CHVRL CAPRICE	\$6,200.00
V6625	V6625 2012 CHVRL CAPRICE	\$6,100.00
V6634	V6634 2013 FORDX TAURUS FWD	\$7,500.00
V6636	V6636 2012 TOYOT TACOMA CC 4X4	\$13,000.00
V6657	V6657 2012 HYUND SONATA	\$4,100.00
V6661	V6661 2012 HYUND SONATA HYBRID	\$5,500.00
V6663	V6663 2013 HYUND SONATA	\$6,900.00
V6664	V6664 2014 TOYOT CAMRY HYBRID	\$10,750.00
V6680	V6680 2015 FORDX FUSION HYBRID	\$6,500.00
V6685	V6685 2015 FORDX FUSION HYBRID	\$6,500.00
V6699	V6699 2013 CHVRL SUBURBAN	\$8,750.00
V6717	V6717 2013 FORDX F150 EC 4x2	\$11,500.00
V6718	V6718 2013 FORDX F150 EC 4x2	\$14,500.00
V6720	V6720 2013 FORDX F250	\$24,000.00
V6758	V6758 2013 CHVRL CAPRICE	\$5,000.00
V6759	V6759 2013 CHVRL CAPRICE	\$6,250.00
V6762	V6762 2013 CHVRL CAPRICE	\$6,000.00
V6764	V6764 2013 CHVRL CAPRICE	\$6,500.00
V6765	V6765 2013 CHVRL CAPRICE	\$7,250.00
V6766	V6766 2013 CHVRL CAPRICE	\$6,500.00
V6767	V6767 2013 CHVRL CAPRICE	\$5,100.00
V6769	V6769 2013 CHVRL CAPRICE	\$3,500.00
V6772	V6772 2013 CHVRL CAPRICE	\$4,600.00
V6775	V6775 2013 CHVRL CAPRICE	\$5,000.00
V6777	V6777 2013 CHVRL CAPRICE	\$5,100.00
V6778	V6778 2013 CHVRL CAPRICE	\$3,200.00
V6780	V6780 2013 CHVRL CAPRICE	\$4,200.00
V6786	V6786 2013 CHVRL CAPRICE	\$2,000.00
V6789	V6789 2013 CHVRL CAPRICE	\$3,800.00
V6798	V6798 2013 CHVRL CAPRICE	\$5,500.00
V6804	V6804 2013 CHVRL CAPRICE	\$4,100.00



V6810	V6810 2013 CHVRL CAPRICE	\$5,600.00
V6817	V6817 2013 CHVRL CAPRICE	\$3,500.00
V6827	V6827 2013 CHVRL CAPRICE	\$3,600.00
V6828	V6828 2013 CHVRL CAPRICE	\$7,000.00
V6829	V6829 2013 CHVRL CAPRICE	\$5,000.00
V6833	V6833 2013 CHVRL CAPRICE	\$6,000.00
V6838	V6838 2013 CHVRL CAPRICE	\$4,100.00
V6839	V6839 2013 CHVRL CAPRICE	\$4,000.00
V6844	V6844 SEGWAY T3	\$600.00
V6845	V6845 SEGWAY T3	\$600.00
V6854	V6854 2014 CHVRL TAHOE	\$14,250.00
V6855	V6855 2015 FORDX F250 RC 4X2	\$22,000.00
V6867	V6867 2013 MAGNUM GENERATOR	\$26,500.00
V6868	V6868 2013 MAGNUM GENERATOR	\$26,500.00
V6879	V6879 2015 FORDX EXPLORER INTERCEPTOR 4X4	\$1,500.00
V6886	V6886 2015 FORDX EXPLORER INTERCEPTOR 4X4	\$5,750.00
V6886	V6886 2015 FORDX EXPLORER INTERCEPTOR 4X4	\$5,750.00
V6895	SWEEPER	\$0.00
V6895	V6895 2015 INT JOHNSTON SWEEPER	\$27,500.00
V6897	V6897 2014 NWHOL TS6 120AG	\$11,500.00
V6898	V6898 2014 NWHOL TS6 120AG	\$12,750.00
V6899	V6899 2014 NWHOL TS6 120HC	\$12,500.00
V6931	V6931 2015 ZZZZZ PRESSURE WASHER 6X12 TLR	\$3,000.00
V6987	V6987 2015 HONDA RANCHER 420	\$3,400.00
V7000	V7000 SEGWAY T3	\$700.00
V7001	V7001 SEGWAY T3	\$1,200.00
V7003	V7003 2016 KAWASAKI ATV	\$5,500.00
V7005	V7005 2015 FRGHT TROLLEY	\$19,500.00
V7030	V7030 2016 DODGE CHARGER	\$2,000.00
V7034	V7034 2016 DODGE CHARGER	\$1,800.00
V7044	V7044 2016 DODGE CHARGER	\$1,000.00
V7046	V7046 2016 DODGE CHARGER	\$1,200.00
V7064	V7064 2016 DODGE CHARGER	\$9,600.00
V7068	V7068 2016 ROCKET BOAT TRAILER	\$2,200.00
V9404	V9404 2005 FORDX CROWN VIC	\$2,100.00
V9632	V9632 2009 FORDX CROWN VIC	\$2,100.00



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, Suite 619 • Fort Lauderdale, Florida 33301  
954-828-5933 • Fax 954-828-5576 • [purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

Item 1.

## **ADDENDUM NO. 2**

**RFP No.: Event 21**  
**TITLE: Auctioneer Services**

ISSUED: (1/24/2023)

This addendum is being issued to make the following change(s):

1. Providing copy of Pre-Bid Conference sign-in sheet.

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin, NIGP-CPP, CPPB  
Sr. Procurement Specialist

Company Name: \_\_\_\_\_  
(please print)

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# FINANCE DEPARTMENT

## RFP PRE-PROPOSAL MEETING SIGN-IN SHEET



DATE: 01/24/2023

TIME: 11:00

AM  PM

OPENING DATE: 02/07/2023

PROCUREMENT CONTACT: Laurie Platkin

Page 1

RFP#: Event 21

RFP TITLE: Auctioneer Services

NAME	COMPANY	PHONE	EMAIL
Laurie Platkin	City of Fort Lauderdale	954-828-5138	lplatkin@fortlauderdale.gov
Sandy Leonard	City of Fort Lauderdale	954-828-5781	sleonard@fortlauderdale.gov
Anthony Casale	City of Fort Lauderdale	954-828-5765	acasale@fortlauderdale.gov
SHAG Hickory	JJ Kane	610.901.2748	Shao P. JStkAnn.com
Gregg Martin	JJ Kane	561.519.5775	gregg.martin@jjkane.com
Blake Jackson	LSJ Liquidity Services	330.580.8879	blackson@londonis.com
Gyanna Holman	USZ <sup>Contractor</sup> Property Room.com	954.657.6142	gyanna.holman@uszi.com
Yarina Bast	Property Room.com	757-343-6456	Yarina@propertyroom.com
Brendon Roy	Royal Auction Group	610.215.2860	BROY@RoyalAuctionGroup.com
GEORGE FRAZIER	Royal Auction Group	813.997.7368	GFRAZIER@RoyalAuctionGroup.com

# Answered Q & A (5,000 row record limit)

Item 1.

Question	Supplier	Supplier Contact	Supplier Name	Contact	Received	Answered	Private
Will the City consider on-line only auctions? this full-service solution would entail the retrieval of the assets from the City and processing them in real time all the way through their sale to delivery to the winning bidder.	997	1	PropertyRoom.com, Inc.	Diane Wade	01/16/2023 04:02:43 PM	01/18/2023 04:07:40 PM	No
Will the City consider an in-place auction solution for vehicles and larger assets, in which the items would remain on City property and Vendor would coordinate the auctioning/selling, then put the Winning Bidder in touch w/the City to arrange pk up?	997	1	PropertyRoom.com, Inc.	Diane Wade	01/16/2023 04:04:23 PM	01/18/2023 04:08:53 PM	No
Can you provide a list of previously sold assets and their winning bid amounts? a/o potential assets to be sold?	997	1	PropertyRoom.com, Inc.	Diane Wade	01/16/2023 04:05:31 PM	01/18/2023 04:10:15 PM	No
Will the items include police evidence?	997	1	PropertyRoom.com, Inc.	Diane Wade	01/16/2023 04:05:58 PM	01/18/2023 04:10:26 PM	No
What entities/departments will be utilizing this contract?	997	1	PropertyRoom.com, Inc.	Diane Wade	01/16/2023 04:06:29 PM	01/18/2023 04:12:10 PM	No
How is the City currently disposing of assets?	997	1	PropertyRoom.com, Inc.	Diane Wade	01/16/2023 04:06:52 PM	01/18/2023 04:12:28 PM	No
Who is the current vendor?	997	1	PropertyRoom.com, Inc.	Diane Wade	01/16/2023 04:07:10 PM	01/18/2023 04:12:46 PM	No
Our standard monthly process for reconciling all assets with our Clients is selling items weekly, and paying out Net Proceeds monthly ~ for the previous calendar month's completed auctions. Is this process	997	1	PropertyRoom.com, Inc.	Diane Wade	01/16/2023 04:09:04 PM	01/18/2023 04:13:10 PM	No

## Answered Q &amp; A (5,000 row record limit) continued...

Question	Supplier	Supplier Contact	Supplier Name	Contact	Received	Answered	Private
acceptable?							
Please share the annual sales volume (dollar amount, and quantity) for 2022,2021 and 2020?	999	1	Liquidity Services Operations, LLC	Alicia Andrews	01/18/2023 08:47:21 AM	01/19/2023 02:12:31 PM	No
What is the City's preferred auction frequency?	999	1	Liquidity Services Operations, LLC	Alicia Andrews	01/18/2023 08:48:16 AM	01/19/2023 02:13:03 PM	No
Do decals need to be removed or can they be painted over in the instances where vehicles are damaged in the decal area?	999	1	Liquidity Services Operations, LLC	Alicia Andrews	01/18/2023 08:48:46 AM	01/19/2023 01:13:48 PM	No
Will the City be re-installing seats?	999	1	Liquidity Services Operations, LLC	Alicia Andrews	01/18/2023 08:49:12 AM	01/19/2023 01:13:19 PM	No
Will the vendor or City be responsible for removing law enforcement lighting?	999	1	Liquidity Services Operations, LLC	Alicia Andrews	01/18/2023 08:49:35 AM	01/19/2023 01:12:52 PM	No
What is the City's position on allowing the auctioneer to surreptitiously bid on/manipulate prices on city-owned assets to artificially increase the bid price during the auction. Inflating the bid price & increasing the money collected by auctioneer.	1025	1	JJ Kane Auctions	Gregg Martini	01/20/2023 02:11:09 PM	01/20/2023 04:29:59 PM	No
In the proposal, section 4.2.6.A it asks for the last two years of vehicle and equipment sales itemized. Are you looking for an attachment that will not be included in the total number of pages allowed?	330	1	Royal Auction Group	George Frazier	01/30/2023 12:20:21 PM	01/31/2023 09:14:35 AM	No
In section 4.2.6.A of the RPF, to clarify, you are wanting only the sales relating to vehicles and equipment, not ALL	330	1	Royal Auction Group	George Frazier	01/30/2023 12:23:09 PM	01/31/2023 09:15:07 AM	No

Question	Supplier	Supplier Contact	Supplier Name	Contact	Received	Answered	Private
sales? Can you clarify the types of equipment? Small tools? Mowers? or Equipment that runs and drives?							
Can you please explain in detail what is needed & how to fill out the "LINE RESPONSES" in the portal?	330	1	Royal Auction Group	George Frazier	01/30/2023 12:40:20 PM	01/31/2023 09:16:13 AM	No
Should the supplier have their own fleet of trucks for pick up due to the tight spaces and the liability of maneuvering in those spaces at the Ft. Lauderdale facility?	330	1	Royal Auction Group	George Frazier	01/31/2023 01:28:22 PM	02/01/2023 01:25:25 PM	No

## Event 21 Q&A

Item 1.

No.	Question	Answer
1	Will the City consider on-line only auctions? this full-service solution would entail the retrieval of the assets from the City and processing them in real time all the way through their sale to delivery to the winning bidder.	<b>No, proposer must also offer in person bids as well.</b>
2	Will the City consider an in-place auction solution for vehicles and larger assets, in which the items would remain on City property and Vendor would coordinate the auctioning/selling, then put the Winning Bidder in touch w/the City to arrange pk up?	<b>No</b>
3	Can you provide a list of previously sold assets and their winning bid amounts? a/o potential assets to be sold?	<b>Yes. See Addendum 1</b>
4	Will the items include police evidence?	<b>No</b>
5	What entities/departments will be utilizing this contract?	<b>All City Departments</b>
6	How is the City currently disposing of assets?	<b>In person and online at an offsite location</b>
7	Who is the current vendor?	<b>Royal Auction Group, Inc.</b>
8	Our standard monthly process for reconciling all assets with our Clients is selling items weekly, and paying out Net Proceeds monthly ~ for the previous calendar month's completed auctions. Is this process acceptable?	<b>The City is okay with weekly auctions and monthly submittal of auction proceeds. There should be no deductions Please clarify "Net Proceeds".</b>
9	<input type="checkbox"/> Please share the annual sales volume (dollar amount, and quantity) for 2022,2021 and 2020?	<b>2020 - 222 assets - \$1,451,210.88 2021 - 174 assets - \$1,417,535.00 2022 - 64 assets - \$539,466.50</b>
10	<input type="checkbox"/> What is the City's preferred auction frequency?	<b>The auction company should plan on 5-6 sales per year.</b>
11	Do decals need to be removed or can they be painted over in the instances where vehicles are damaged in the decal area?	<b>Where possible they should be removed. If too damaged to remove, then only those specific spots should be painted over. No Law enforcement decals or impressions can be visible when deidentified.</b>
12	Will the City be re-installing seats?	<b>We will provide the rear seats for police vehicles but they will be placed in the car, not reinstalled.</b>
13	Will the vendor or City be responsible for removing law enforcement lighting?	<b>They City will remove all law enforcement lighting.</b>
14	What is the City's position on allowing the auctioneer to surreptitiously bid on/manipulate prices on city-owned assets to artificially increase the bid price during the auction. Inflating the bid price & increasing the money collected by auctioneer.	<b>This isn't allowed. If the City becomes aware the awarded vendor is performing unethical practices such as this, the contract would be terminated.</b>

## Event 21 Q&A

Item 1.

No.	Question	Answer
15	In the proposal, section 4.2.6.A it asks for the last two years of vehicle and equipment sales itemized. Are you looking for an attachment that will not be included in the total number of pages allowed?	<b>Yes, this should be an attachment that is not counted as part of the 100 page or less submittal requirement.</b>
16	In section 4.2.6.A of the RPF, to clarify, you are wanting only the sales relating to vehicles and equipment, not ALL sales? Can you clarify the types of equipment? Small tools? Mowers? or Equipment that runs and drives?	<b>You should include all relevant items that would normally be sold by a municipality, i.e. vehicles, trucks, heavy equipment, mowing equipment, etc.</b>
17	Can you please explain in detail what is needed & how to fill out the "LINE RESPONSES"	<b>In the "Line Responses" section, double click on Line #1. At a minimum, fill in your Unit Price, Quantity (1) and UOM Detail (EA). Vendor Item Description and Additional Description are optional. Once complete, click Next in the upper right corner to continue to the next line item.</b>
18	Should the supplier have their own fleet of trucks for pick up due to the tight spaces and the liability of maneuvering in those spaces at the Ft. Lauderdale facility?	<b>The contractor should plan on transporting assets with their own vehicles or if using a third party transporter, the transporter needs to be identified with the bid proposal. The city, if available, can help assist in loading of assets but the contractor should not plan on that consistently happening and come prepared to load assets themselves.</b>





## **The City Fort Lauderdale**

**RFP # Event 21**

**Auctioneer Services**

**Due Date: February 7<sup>th</sup>, 2023 @ 7:00pm**

**Royal Auction Group, Inc.**

**FEIN: 59-1308949**

**DUNS: 020978227**

**DBA Land Auction Service**

**DBA Land Realty, Inc.**

**DBA Florida Truck & Equipment Sales**

7061 Alico Rd.

Fort Myers, FL 33912

Headquarters

2738 Gall Blvd.

Zephyrhills, FL 33541

Tampa Location

RoyalAuctionGroup.com

239-936-4121

Brandon Roy

broy@royalauctiongroup.com



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## Executive Summary

Royal Auction Group Inc. is Florida's leading Government Surplus auction company. Our company was established in 1970 and has been servicing government contracts since 2015. We acquired the Auctioneer Services Contract from Fort Lauderdale in December of 2017. Therefore, we have the qualifications and experience to produce the required deliverables, including abilities, capacity, skills, and financial strength to service this contract.

Royal Auction Group currently has two locations. Our main location and the location that will service this contract is located in Ft Myers. Our second and newest location is located just east of Tampa in Zephyrhills. Both locations are covered by our corporate staff, but each location is a stand-alone facility.

Our team has only strengthened over the years. The corporate employees who will assist in the contract execution are Brandon Roy (President)(Ft Myers), George Frazier (COO)(Tampa), Buton Keskitalo (CFO)(Tampa), Brandon Cline (District Manager)(Tampa), Cameron Frazier (Auction Manager)(Ft Myers), Amber Sisk (Lead CSR)(Ft Myers), Sid Swinson (Transportation)(Ft Myers), & Carolyn Thurman (Titles)(Tampa). Many in this group have worked together on the current Fort Lauderdale contract since January of 2019. In 2018, Royal Auction Group had 12 employees in Ft. Myers. We since have added an additional location in Tampa and added core employees for a current number of 28 employees with 16 located in Ft. Myers and 12 located in Tampa.

Royal Auction Group Inc. is a full-service auction company that provides both live onsite and live online auction services simultaneously. Royal Auction Group currently holds monthly, one day, multiple ring auctions, but as we grow, our plans are to expand the auction to a two-day, multiple ring auction. The multiple ring auction is designed to allow bidders to be able to participate specifically with items of their interest. If they are interested on work related items, ring one is more convenient to attend. The other rings are designed for the homeowner, business owner and average worker alike to bid on items pertaining to the public in full. Ring one sells more construction and work-related items. Such items include, but are not limited to, buses, medium/heavy duty trucks, vocational trucks and dump trucks, service vehicles, small equipment, cranes, backhoes, excavators, loaders, skid steers, chippers and trailers. The other rings are more geared to vehicles, recreational type assets as well as office and shop equipment. Other ring items include, but are not limited to, cars, light pick-up trucks, vans, boats, golf carts, ATV's and agricultural items

such as lawn and garden equipment. All auctions are performed by a licensed auctioneer with four to ring-men who help facilitate and capture the bids placed by the live bidders. Additionally, a representative of Proxibid, (The largest On-line Auction Bidding Platform) as well as one or more other on-line bidding platforms are present to facilitate the live on-line public bidding. Both live and on-line auctions happen at the same time and therefore maximize the return for the seller, Royal also collects pre-bids and absentee bids from bidders not able to attend the sale both online and onsite. All items are sold “as is/where is” without warranty expressed or implied.

Royal Auction Group will pick-up and transport all City of Fort Lauderdale assets scheduled for the auction, to our Ft. Myers location, **AT NO CHARGE**. At Royal Auction Group, we realize that you have limited storage space and timeliness is a priority. We can pick up your assets within a day or two of notification and even the same day in some instances. Royal Auction Group will make your assets our top priority every auction.

The COVID-19 pandemic has had a distinct impact on the auction business. However, the impact is not what most people believe. The impact has truly been on most auctions using the pandemic as a cost savings tool. On-line only auctions with absentee or presale bids have become common place for auctions like Manheim, TMA JJ Kane and even Ritchie Brothers. The pandemic has been a convenient excuse due to “crowd restrictions” to cut costs and have on-line auctions only. These auctions have been able to reduce staff by more than half, cut back on or even cut out security, no longer provide concessions to customers and even limit the ability for customers to preview assets prior to the auction. The result has forced the buyer to bid on-line or not at all. Many buyers have chosen not to buy at all. However, Royal Auction Group has continued to hold socially distant on-site auctions since May 2020. Our auctions have continued to provide buyers the same auction experience they are used to while keeping our staff and customers safe.

The results for Royal Auction Group have been a continued increase in our auction participation and positive feedback with buyers who have been extremely happy with being able to bid live on-site. Many first-time buyers have told us that they plan to continue to be “Loyal to Royal” and make us their new auction of choice because they have a choice. Once again, Royal Auction Group has set the “new” standard for conducting auctions.



## Experience and Qualifications

Royal Auction Group, Inc. is Florida's leading Government Surplus auction company. We are a veteran owned and operated business, established in 1970 by Frank Land of Fort Myers. Frank built not just an auction company, but a legacy of honesty and integrity that we strive to maintain every day. Frank passed away and handed the business to his grandson Brandon Roy. Brandon is a US Marine Corps infantry veteran, heavy equipment and commercial truck expert appraiser and auctioneer. Brandon has experience hosting auctions and market appraisals for all industries including but not limited to Federal Government, State, and local municipality fleets, large commercial corporations, market-leading equipment rental fleets, utility contractors and real estate.

Royal Auction Group expanded into the current style of auctions in 2015 when Brandon took over the business. Brandon started moving from the estate type sales of houseware, trinket, and tabletop items to conducting public auctions that covered more vehicles and commercial equipment assets. Royal's roots were established and grew in the Fort Myers area. Soon, Brandon decided to morph his auction business from the private sector and start working on obtaining government contracts as well. Auctions started at The Fort Myers Civic Center for a little over a year when Royal outgrew the facility due to their newly acquired contracts with **The City of Fort Lauderdale** and Collier County. Royal moved to the current Fort Myers location at 7061 Alico Rd. and once established in the new, much larger location, Royal changed to an every other month auction format. The every other month format was established and utilized, and Royal grew. Royal Auction Group added numerous government contracts to our growing consignor base including Lee County, Charlotte County, City of Fort Myers, Cape Coral, City of Venice, City of North Port and many more.

In 2020, Royal Auction Group expanded to a second location in the Tampa Bay area. Since opening our second location, Royal Auction Group has conducted monthly auctions, live and online. After opening in Tampa, Royal has expanded our government contact base as well as our commercial contractor base. We currently service over seventy (70) different government entities for auctioneer services including The City of Orlando, City of Tampa, Pasco County, Hillsborough County, Pinellas County, Sarasota County, Pasco County Sheriff Office, Pasco County Schools & also the City of St. Petersburg, and Lake County.

In Summary, Royal Auction Group has been conducting auctions for over 50yrs. We have always conducted both live and on-line, public auctions since Brandon acquired the company from his grandfather. Royal has held monthly auctions since July of 2020 and even had a few online only sales on top of the monthly auctions. The auction results listed below reflects the experience that relates more towards the monthly auctions from the past year.

<b>Auction Date</b>	<b>Lots Sold</b>	<b>Registered Bidders</b>	<b>Auction Sales</b>
January 2022	828	4314	\$5,712,550
February 2022	1002	5311	\$5,531,040
March 2022	1051	5250	\$7,633,600
April 2022	1018	4715	\$7,332,315
May 2022	825	5454	\$6,094,501
June 2022	1110	3734	\$5,060,625
July 2022	722	5055	\$4,988,489
August 2022	987	5781	\$4,788,744
September 2022	848	4897	\$4,451,734
October 2022 (Hurricane Ian)	631	3352	\$3,961,195
November 2022	874	5820	\$5,783,143
December 2022	1304	5578	\$5,105,459

Royal Auction Group now handles over 70+ government surplus fleet for auctioneer services in the state of Florida. We have held contracts since 2017 and have renewed or extended every contract we have had to date. Royal prides ourselves in this accomplishment that states a lot about how well we take care of our customers and how our experience the un like anyone else in the business. The following are just a few of the current contracts we hold.

**City of Fort Lauderdale:** Entered a 3-year auction services contract with Royal Auction Group on December 5, 2017, with a renewal of 2 years through March 2023. Assets include pickup trucks, fleet vehicles, police vehicles, busses, waste trucks and equipment, heavy equipment and machinery, vocational trucks, parts, and landscape equipment. We provide transportation of assets; de-identification and vehicle sale prep; light mechanical work (i.e. batteries, fuel) upon approval; complete item write-ups with full detailed descriptions, as well as condition reports to include photos and video; marketing – local domestic and international print and web advertisements; seeking out buyers for specialized assets, personal based emails and phone calls to targeted businesses; title paperwork as well as title transfer from county to public through our dealer license; collection of all auction proceeds to include taxes, title fees, administrative fees, processed through an escrow account. Sales of City of Fort Lauderdale fleet extend from all across Florida including SW Florida, SE Florida, Central Florida (Orlando Area), the Tampa Bay area, as well as across the United States and globally.

**Collier County:** Entered a 3-year auction services contract with Royal Auction Group on March 13, 2018, with a of 2 years through March 2023. The contract was renewed for an additional 5 years through March 2028. Contract includes similar services to that listed above.

**Lee County:** Entered a 3-year auction services contract with Royal Auction Group on 3/28/18, with a renewal of 2 years. Royal signed a new contract with Lee County for another 3 years with the option of an additional 3yrs for a total of 6yrs ending in 2028. Contract includes similar services as above.

**Charlotte County:** Entered an open-ended contract with Royal Auction Group in 2019 to sell their assets at auction that includes similar services to that listed above.

**Sarasota County:** Entered into a long-term contract with Royal Auction Group in June 2020 that extends through June 2024. Contract includes similar services as above.

**City of Tampa:** Entered a 5-year contract in September 2020.

**City of Orlando:** Entered a 5-year contract in June 2021.

**City of Fort Myers:** Entered a 5-year contract in 2017 and has extended that contract every year.

**City of Cape Coral:** Contracts RAG to sell their assets at auction within our six scheduled auctions each year. All contract services have been met or exceeded expectations by Royal Auction Group, Inc.

Please see the References section for detailed information about our government partners.



## Approach to Scope of Work

Royal Auction Group, a veteran owned and operated business, has over 50 years of public auction experience dating back to January 1970. Though the years, Royal has perfected its methods of hosting auctions to appeal to not just the local bidders, but bidders throughout the worldwide marketplace. Royal prides itself of creating one of the most competitive auction platforms while bringing more taxpayer value back to cities and counties throughout the state of Florida. Our methods are outlined below.

**Royal's 2 Ring Monthly Public Auction** – Royal Auction Group Inc. is a full-service auction company that provides both live onsite and live online auction services simultaneously. Royal Auction Group currently holds six one day auctions a year at our Ft. Myers location and six one day auctions at our Tampa location. Our Tampa location opened in March of 2020. We have one day auctions for now, but as we grow, our plans may expand the auction to a two-day, multiple ring, auction. Each auction location spaces the auctions 60 days apart. We conduct an auction every month, rotating the location of the auction each time, therefore our auctions are every other month in both locations. The two-ring auction is designed to allow bidders to be able to participate with their schedule. If they are bidding on work related items, ring one is more convenient to attend or bid online competitively. The ring two sale is designed for the homeowner, business owner and average worker alike to bid on items pertaining to the public in full. The ring one sale sells more construction and work-related items. Such items include, but are not limited to, buses, medium/heavy duty trucks, vocational trucks and dump trucks, service vehicles, small equipment, cranes, backhoes, excavators, loaders, skid steers, chippers, and trailers. The ring two items are more geared to vehicles, recreational type assets as well as office and shop equipment. Ring two items include, but are not limited to, cars, light pick-up trucks, vans, boats, golf carts, ATV's, and agricultural items such as lawn and garden equipment. All auctions are performed by a licensed auctioneer with four to six ring-men who help facilitate and capture the bids placed by the live bidders. All drivable assets may be sold on a ramp driven in front of the crowd to show condition and increase value. Additionally, a representative of Proxibid, (The largest On-line Auction Bidding Platform) as well as one or more other on-line bidding platforms are present to facilitate the live on-line public bidding. Both live and on-line auctions happen at the same time and therefore maximize the return for the seller, Royal also collects pre-bids and absentee bids from bidders not able to attend the sale both online and onsite. All items are sold "as is/where is" without warranty expressed or implied.



**Transportation of Property** – Royal Auction Group will pick-up and transport all government assets scheduled for the auction, to one of our two, fully secure, properties within five days of notice for pick up. Royal Auction Group owns four tractor trailer combination vehicles and two rollback trucks that enables us to pick up large construction type assets, dump trucks, or several vehicles at one time. The trucks are equipped with winches making picking up assets that do not run a routine process. We also have a transport truck with a fifth wheel hook up used to tow a three-car hauler. Additionally, we have several other pickup trucks with trailers that can be used to pick up a non-running car or landscaping type assets. All government assets that can be driven will be tagged with dealer/ transport tags provided by Royal and driven by qualified drivers. Royal Auction Group employs 6 full time drivers and several part time drivers to make picking up assets in a timely manner a priority. At Royal Auction Group, we realize that you have limited storage space and timeliness is a priority. We can pick up your assets within a day or two of notification and even the same day in some instances. Royal Auction Group will make your assets our top priority every auction. **Because we have our own fleet of transport vehicles and drivers, outside haulers and insurance requirements with outside haulers are not an issue with Royal. Furthermore, Royal does not charge for transportation.**

**Advertisement of Auctions** – Royal Auction Group uses many facets to advertise each one of our auctions. Please see Marketing Section for details.

**Set-up and Staging of Assets** – Once the asset reaches our yard, Royal Auction Group starts the set up and staging process. Our Site Manager personally checks in every asset that enters our yard. During the check-in process, each asset is checked for fuel, battery power, tire condition, overall condition of the asset and we record the mileage of each vehicle. A detailed description of the asset is then created for each individual asset. The description compiles of all informational and all additional features that may increase the value of the item and any defects that are known. These descriptions are done by our professional staff who are experts in the auction field (see example below). All county logos are removed professionally with no paint or razors used. Assets are then cleaned out and washed. Pictures are taken of the asset from all sides, ID plates, motor, tires/undercarriage, interior, and all additional components. Then all descriptions and photos are uploaded to the public on-line bidding site(s) and our website. Once the asset is posted online, potential buyers can view the item, ask additional questions about the asset, and even start the bidding process. Royal Auction Group's yard associates then set-up and stage the assets in an area with like items. Customers are encouraged to enter the site and inspect the assets any day up to and including auction day as our yard is open to the public every business day 9AM-5PM. Keys are wired into the vehicles the week of the auction for deeper inspection.

Example of Asset Description:

**2007 Grove RT530E 30 Ton Rough Terrain Crane**

Seller: City of Fort Lauderdale (5414), S/N: 224046, Pwd By: Cummins QSB 5.9L 155hp 6cyl Dsl, 4 speed power shift transmission, 25ft-95ft 4 section telescopic synchronized full power boom w/ 29-45ft telescopic swing away jib, 4 hydraulic 3 position outriggers, 102.5 ft main boom tip max height, 3 sheave 30 ton hook/block, 4x4 with hydraulic 4 wheel steer, swing brake and lock, PAT i-Flex 5 System LMI computer, 360 degrees rotation, anti-two block, load monitoring system, Heat and AC Cab, Radio, In Very Good Condition with Excellent Tires and Carrier Bearing, Hour Meter Reads: 01,224 hrs.

**Registration of Buyers** – Royal Auction Group uses a new auctioneering software called Wave Bid to register, clerk, and invoice auction buyers and sellers. Every customer who registers for the auction is provided with an individual paddle number specific to them only. The buyer will utilize the paddle number to bid on each item as the auction progresses. Paddle numbers are given to registers on-line as well. Online bidders are given numbers above 4000 or above 10,000 so Royal Auction Group can easily identify on-line bidders from on-site bidders. During registration, Royal Auction Group gathers the buyer's information; name, address, phone number and email and stores the information on the Auctioneer Services software. Each buyer receives a copy of our terms and conditions, a map of our site layout for that auction and an inventory catalog with lot numbers and a detailed description of each item. First time buyers are required to place a \$500.00 fully refundable deposit.

**Auction Day Process** – Auction days are full of action and excitement at Royal Auction Group. In Ft. Myers, we have a separate parking lot we use for customer parking. Arrow boards and directional signs are placed instructing auction goers where to park. Two to three Sherriff deputies will also be present. One will help with traffic and the second will monitor the auction site with the third roaming the yard for safety. Royal Auction Group will have auction staff for the aid in parking in a safe and efficient manner. We then provide, at no charge, a short bus ride to and from the auction yard if needed. Tampa has parking at our site, so no bus ride is needed. Catalogs will be available for anyone who did not already receive one. All sale assets will be lined up with a lot number assigned to each which matches the catalog number for easy reference. The auction site often has a large tent where customers can sit in front of the super ramp where all drivable units will be driven across for bidding. TV's are provided with the live bidding on Proxibid pulled up for additional viewing of what is being auctioned off at that time. The TV's also provide a means for customers to see items that are not driven on the ramp while they are being auctioned off. Breakfast & Lunch will be available for purchase and tables will be available under the tent for eating and relaxing. Royal Auction Group also has a list of haulers available that can help in the pickup of assets purchased.

The auction itself is conducted by accredited auctioneers along with four to six ring men. Each asset is assigned a lot number and the auction starts at lot #1 and continues until all assets for that day are sold. All assets are auctioned off one at a time at a pace that allows all bidders to consider the going price and bid accordingly while keeping the pace moving for those interested in upcoming items. All assets are described by the auctioneer, as noted in the catalog, and the bidding starts at or around the current online bid, if any, or the value the auctioneer feels the asset can sell for. All bidding continues until the interest and bidding on that asset slows followed by a final chance to bid before the hammer falls and the item is closed to further bids.

**Buyer Processing** – Once a buyer is awarded the winning bid, they are able to pay for the asset immediately and pick up on the Monday after the auction. Royal Auction Group accepts cash, credit cards, wire transfers, cashier's checks or approved business & personal checks. The winning bid and the corresponding paddle number is announced by the auctioneer, clerked into our accounting software, recorded on paper by a second clerk and recorded by audio and video to ensure accuracy and to prevent fraud. Upon payment, the buyer is given a receipt and a gate pass that is used to pick up their purchase from the yard. Our staff and two forklifts are available to assist buyers in the loading process.

**Disputes** – All disputes are handled immediately by our management staff. Each Branch Manager gets involved in disputes if/when they happen. Our managers have the authority to resolve the dispute up to and including a full refund of the customer. Additional credits or disputes that need further attention are handed off to the VP of Operations where they are resolved in full or sent to our attorney and collections if it is a unresolvable payment dispute. Royal Auction Group puts ourselves in the customers position in order to make a sound and customer friendly decision. Our goal is to protect our consignors and government entities, ensure customer satisfaction and retain an excellent reputation.

**Title Services** – Royal Auction Group employs two full-time title clerks. The title clerks are responsible for ensuring all titles are in hand prior to the auction and to ensure all required signatures and documentation are in order prior to the sale. After payment is complete, all title transfers are processed by Royal Auction Group and are completed by fast title ensuring each buyer receiving the title as quickly as possible. We also have an assistant title clerk who aids in the entire process outlined above to guarantee as few mistakes and delays as possible during the title process.

Royal Auction Group also has the means to process any buyer's request for a temporary tag, plate transfer, or even a permanent tag for a buyer's new vehicle purchase. We have many plates in stock and once an invoice is paid in full, we can process a title and issue a permanent tag the same day of payment. Many customers choose this option as a convenience from the long lines and potential hassle at the local DMV. Out of state temporary tags and tag transfers are also no issue. Many buyers want to take their vehicle home with them the day their invoice is paid, and we give them the ability to do so with our in-house title services.

Additionally, if needed, we have contracted an outside service to process titles in the event our auction exceeds our ability to process tags in a timely manner. We have additional staff that are well versed in title processing for any questions at any time during the auction process. Finally, all title issues are handled quickly by our title clerks and VP of Operations.

**Seller Payout** – Royal Auction Group will provide all government entities with a proceeds check within twenty one days of the sale date, unless otherwise agreed. Once all the payments have been received from the buyers, Royal Auction Group can process each seller payout. A seller settlement is created, listing each item sold by the seller along with the lot number of the asset, the description of the asset to include the asset number, the sale price of each asset, the total amount of all sold items, the seller commission charged per item, and the final payout to the seller. Royal Auction Group can also provide the buyer's name and address, if requested by the government entity. All records of the auctions are kept for a minimum of 7 years and are available for review anytime.

**Reserves** – Public consignors are allowed to set selling minimums (reserves). Royal Auction Group protects public reserves by not selling that item unless it reaches the minimum set reserve. We do not allow consignors to bid on their own items to protect their reserves or inflate their returns.

**Additional Information** – Royal Auction Group records all auctions through both audio and video means. recordings are available.

**Reporting** – Once an auction is complete, Royal Auction Group will share the results of the auction with each government agency. This initial report is intended to inform the government of the intended sales. Once all collection efforts are finalized, a final report will be sent out with the proceeds of the sale. Anytime in between, a report can be generated and sent out.

Our reporting system can generate reports with many different types of information. Our standard report will list the following:

- Date of the Auction
- Seller Name and Address
- Asset lot number
- Asset Description including year, make model, VIN, Government asset number, and general description of the asset.
- Selling Price
- Transportation Fees
- Auctioneer Commission Amount (Zero for government agencies)
- Net Price to the Seller
- We can add a signature line or tracing information on the email from which the report was sent showing authorization.
- Any unsold items listed with original bid price. Items will be secured and held over for the next auction.
- We can list the Buyer's Name and information as well upon request.

Our reporting is generated through our auction software called Auctioneer Software. The Auctioneer software is system is set up to have the ability to show more reporting functionality than listed above if needed. If you would like additional information, we can investigate the possibility of adding that information to our report or we can send additional reports as desired.

## Marketing & Advertising

**Advertisement of Auctions** – Royal Auction Group uses many facets to advertise each one of our auctions. We decide upon the dates of each auction for the entire year at the end of the previous year. All advertisements list the dates of each auction enabling potential sellers and buyers plenty of time to register and attend the auction. When advertising each auction, Royal Auction Group advertises at least thirty days prior to the auction date and we use a five-pronged approach: print, email, social media, radio, TV, and internet.

**Print:** - Royal Auction Group uses signs, banners, flags, flyers, post cards, and print ads for our print advertising. See examples of our print advertising below and at the end of this section.

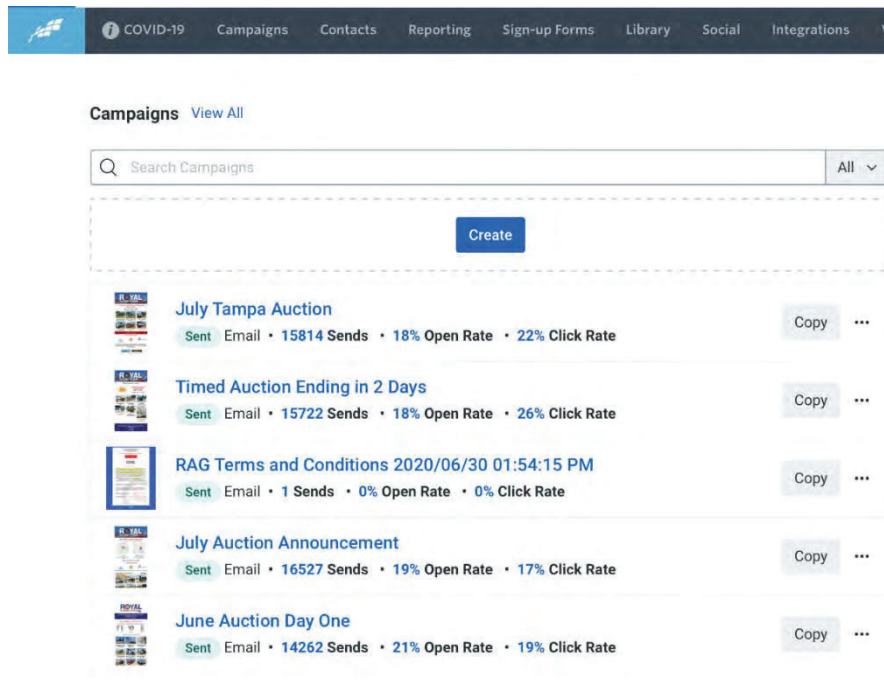
### Newspaper Ads for Collier County and Sarasota County:



Royal Auction Group mails out over 24,000 post cards at least four times a year to our customers.



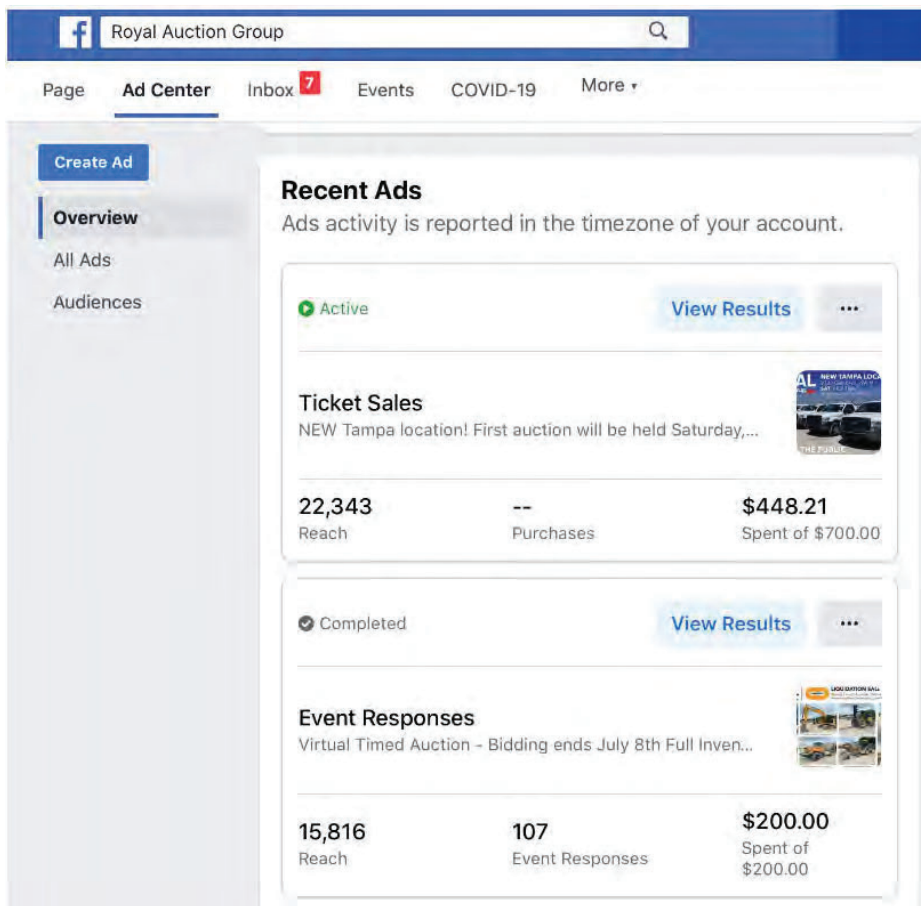
**Email** – Royal Auction Group uses Constant Contact to stay in front of our customers. We use Constant Contact to send out both phone blasts and text blasts to our over twenty four thousand contacts notifying our customers of the upcoming auction. The first notification is sent out about a month from the auction. This notification is followed by two to three others usually two weeks out, one week out and then a day or two from the auction date. Our Constant Contact list is maintained and updated daily by our staff as new guests are registered. Below are some of the blasts that were sent, the number of recipients as well as the open and click rate for each.



**Social Media** – Royal Auction Group is active and advertising on all the major social media sites including Facebook, Instagram, Twitter, and Linked In. Facebook is our main form of advertisement in the social media realm. Below are examples of our Facebook ads.



## Facebook Ad reach:



**Radio** – Royal Auction Group is currently working on a deal with several radio stations to advertise every auction starting a month out from each auction. Each radio ad will run a minimum of three times daily up until auction day. We will choose additional stations that fit into our desired buyer demographic of business minded individuals. Radio reaches more potential buyers at multiple age demographics than any other form of advertisement.

**TV** – Royal Auction Group recently launched our first TV commercial with WINK-TV and WXCW-TV in the Ft. Myers area. We ran a thirty second commercial spot 43 times, one week prior to the auction. The commercial ran during the times where our target customer demographic is prevalent. We felt the commercials helped ramp up customers and plan to expand the spot for our next auctions.

**Internet** – The internet is absolutely our biggest asset in advertisement and our largest potential draw of customers. We advertise and run our auctions through Proxibid. Proxibid is the largest internet auction site for businesses and was owned by eBay. Proxibid allows us to not only reach local customers, but potential buyers from all over the world. We sell items in our auction all across the United States from Pennsylvania to Texas to California and Alaska. During most of our auctions, we sell assets to buyers from more than twenty-six different countries. Royal Auction Group even helps our overseas buyers by loading and securing their purchases in sea containers for shipping. The internet is a huge benefit and allows us to tap into an endless

number of customers. Royal Auction Group also utilizes Equipment Facts, a Sandhills Publishing Company Machinery Trader & Truck Paper to further expand our reach in internet bidders.

Below are a few examples of the advertising we do on-line through FEATURE ITEM banners on Proxibid.



**WEBSITE** – Royal Auction Group has spent a lot of time and effort improving our website, [RoyalAuctionGroup.com](http://RoyalAuctionGroup.com) over the past few years. We hired a marketing specialist who has done a tremendous job in increasing our marketing efforts and improving our website, [RoyalAuctionGroup.com](http://RoyalAuctionGroup.com).

Our website promotes all our upcoming auctions on the front page. Everyone who logs into the website is encouraged to sign up for our email and flyer list. This enables Royal to increase our footprint of customers for our print and social media platforms. Every day our list is updated with the new additions. Flyers and emails go out during auction time to promote the dates of the auction and highlight certain items that will be available for auction.

Another major feature of the website is our Inventory tab. The inventory is where buyers can go to find a list of all the assets we have listed for an upcoming sale. The buyer simply selects the specific auction they are interested in, and each item is listed with numerous pictures and a description of the items. Buyers can search by any word combination to shorten the list to the item they are interested in.

Additionally, on our website, one can find more information out about Royal Auction Group, Inc. Here they can find information about our locations, detail instructions on how to sign up as a buyer, how to sign up to be a consignor, information about our employees and frequently asked questions. We are always updating the site and listen to our customers about what they would like to see and how we can improve.

Below are some screen shots from our website.





## References

1. Collier County Board of County Commissioners

Contact: Richard Fry – Senior Business Technology Analyst

3295 Tamiami Trail E, Naples, FL 34112

[Richard.Fry@colliercountyfl.gov](mailto:Richard.Fry@colliercountyfl.gov)

P: 239-252-8034

F: 239-252-2809

Contract Date: 3/13/18 – 3/12/28

Contract Value: Estimated at \$10M

Auctions held at our site: 7061 Alico Rd., Fort Myers, FL 33912

Summary of Auction Items: Utility vehicles, landscaping equipment, fleet vehicles, vocational trucks, light to heavy equipment, Boats, trailers, parts.

2. City of Orlando

Contact: John De Guzman Jr. – Supervisor, Asset Management

1025 West Grand Street, Orlando, FL 32805

P: 407-246-2335

[john.deguzman@orlando.gov](mailto:john.deguzman@orlando.gov)

Contract Date: 1/21/21 – 7/23/25

Contract Value: Estimated at \$3.5M

Auctions held at our site: 2738 Gall Blvd. Zephyrhills, FL 33541

Summary of Auction Items: police cars, seized vehicles, utility carts, boats, fleet vehicles, vocational trucks, light to heavy equipment, cranes, forklifts, landscaping equipment, and parts.

3. City of Tampa

Contact: Kevin Frye – Procurement manager

306 East Jackson Street, 2<sup>nd</sup> Floor, Tampa, FL 33602

P: 813-274-8833

[Kevin.frye@tampagov.net](mailto:Kevin.frye@tampagov.net)

Contract Date: 7/23/20 – 7/23/25

Contract Value: Estimated at \$4M

Auctions held at our site: 2738 Gall Blvd. Zephyrhills, FL 33541

Summary of Auction Items: police cars, seized vehicles, utility carts, boats, fleet vehicles, vocational trucks, light to heavy equipment, cranes, forklifts, landscaping equipment, and parts.

4. Lee County

Contact: Mark Santiago

2955 Van Buren St. Ft. Myers, FL 33916

P: 239-533-5399

[msantiago3@leegov.com](mailto:msantiago3@leegov.com)

Contract Date: 5/22/18 – 5/28/27

Contract Value: Estimated at \$8M

Auctions held at our site: 7061 Alico Rd. Ft. Myers, FL 33912

Summary of Auction Items: police cars, seized vehicles, utility carts, boats, fleet vehicles, vocational trucks, light to heavy equipment, cranes, forklifts, landscaping equipment, and parts.



## Facilities & Resources

### FACILITIES:

Royal Auction Group, Inc. currently has two locations. Our first location is in Ft. Myers, FL & our second location is in Zephyrhills, FL. Both locations can accommodate large auctions assets including large construction equipment, large commercial vehicles, cranes, and over 500+ vehicles. Ft. Myers is where our corporate office is located and where we will hold auctions on-site for Ft. Lauderdale. Our Zephyrhills (Tampa Area) location covers the northern have of our operational area.

**Our third location, planned to open in the 4<sup>th</sup> quarter 2023, will be located just north of Orlando. Once open, we will be the only government focused auction company that has three locations covering all of Florida.**

### FT. MYERS:

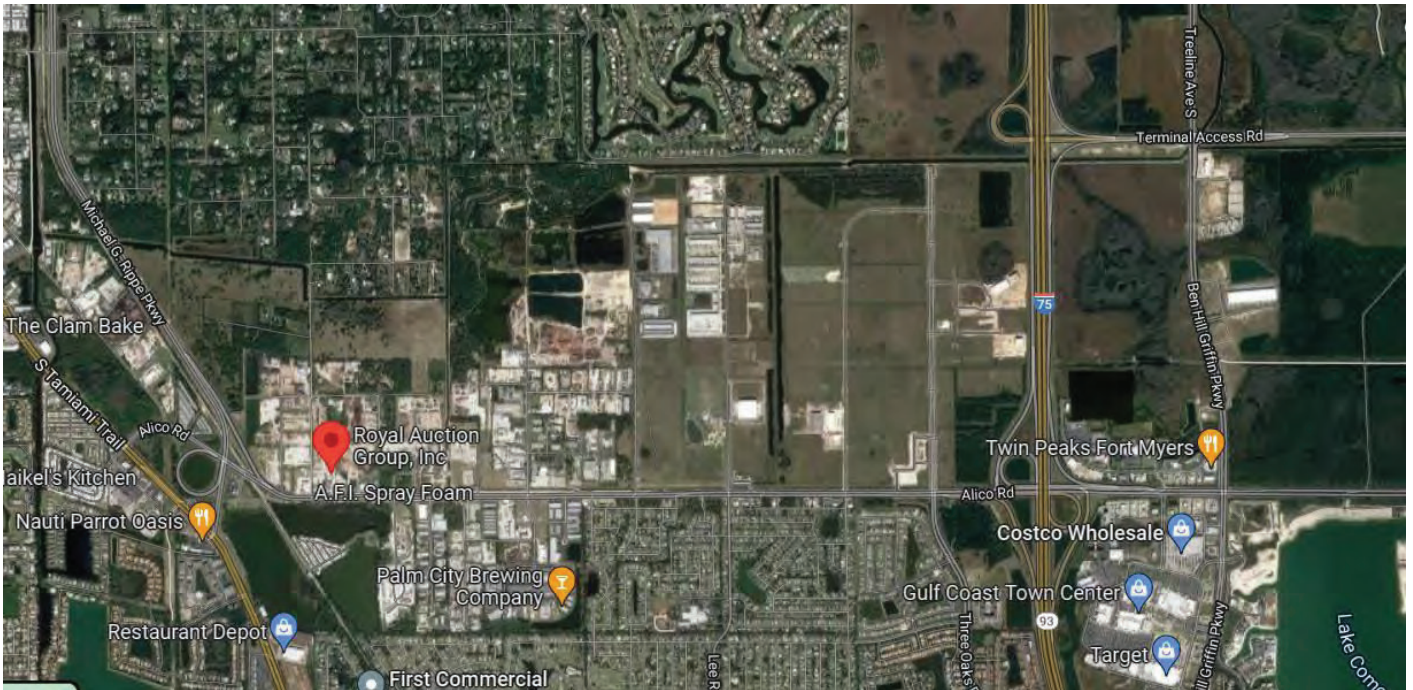
Ft. Myers auction site is a 14-acre site located at 7061 Alico Road. We have been at this location for over four years. Alico Rd. is a major commercial and business thoroughfare in Fort Myers. Alico Road is exit 128 off I75, one exit south of Southwest Florida International Airport. Our site is less than three miles from the exit. We have two entrances to our facility and a parking area on our property. The site is secured by gates, and we have security guards patrolling the site.

The Ft. Myers location has six forty-foot, dry storage, sea containers for keeping weather sensitive items safe and dry prior to auction day. Additionally, we have two additional 40ft dry storage box trailers, that can be utilized for storage as well.

Our new office space is a 3500 sq. ft building. This new building has more check in stations, a bigger lobby for our customers, and a small area to sit and enjoy the AC while the auction is shown live on the TV.

Royal has plenty of bathrooms to accommodate over 400 customers and more if needed, during live auctions and the week following. Our new office has ADA ramp access and room for up to 10 check-in check out stations. Royal Auction Group also has a food truck during the auction to keep our customers fed and hydrated during the hot summer months.

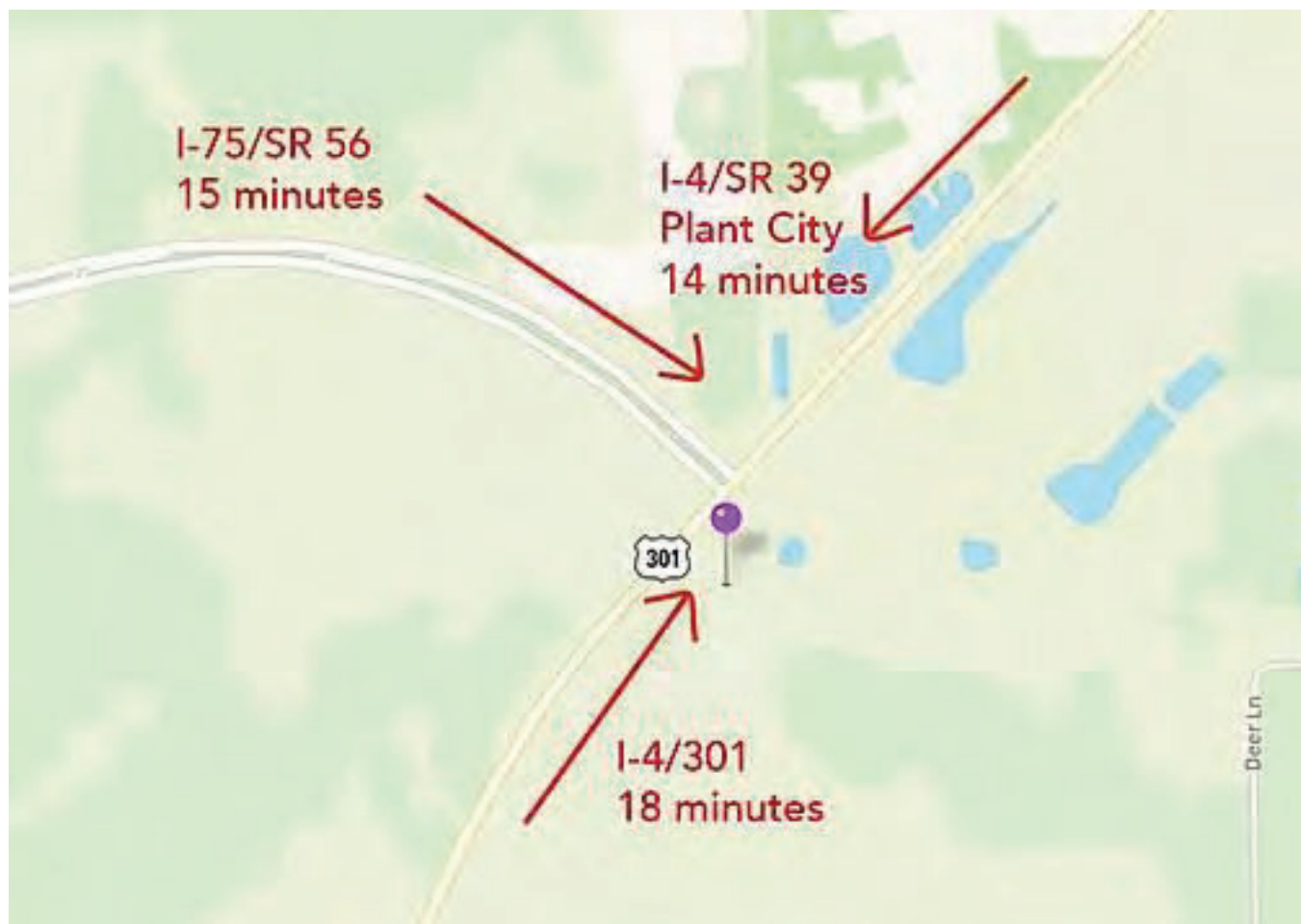
Ft. Myers location. Exit 128 off I75.



## TAMPA BAY AREA:

Royal Auction Group's second location is at 2738 Gall Blvd in Zephyrhills. This new location was a vision to grow and expand the company into the Tampa Bay area where we can offer our unique style of auction services to the government entities in Pinellas, Hillsborough, Polk and Pasco Counties. Royal saw an opportunity and need for our services and decided to open just outside Hillsborough County in Pasco County. Since announcing our expansion, we have started servicing The City of Tampa, City of Orlando, City of St. Petersburg, Polk County Sheriff, Manatee County Sheriff, Pasco County Sheriff, Hillsborough County, Pasco County, Pinellas County, Sarasota County and others.

The site is located at Festival Park in Zephyrhills. We are at the southwest corner of Hwy 301 (Gall Blvd.) and the new extension of Hwy 56. Our location just outside of Wesley Chapel puts us in one of the greatest growth areas in the Tampa Bay region. The convenient location is in Pasco County, but we are 15 minutes from Hillsborough County, 40 minutes from Pinellas County and less than 20 minutes from Polk County. Furthermore, our location is located just ten miles west of I75 and ten miles north of I-4. The auction is convenient for customers in all four counties and gives us plenty of expansion plans.



The Tampa Bay location has over **30** acres of property that is totally fenced for security. Every acre except the one acre for retention and the two acres for the office are usable for storing auction items. We have an additional **10** acres beside our property that will be used for customer parking during the auctions so we do not give up any land that can be used for asset auctioning. The entire property is useable for your assets so we can accommodate any item that needs to be sold. Furthermore, we have an additional **20** acres offered to us for expansion in the future.

We share 24/7 security with our neighbors. A security guard is always on site and makes their rounds continuously after hours. Royal Auction Group brings in additional security the week before and the week after the auction. Also, we have private security services that patrol the site from close of business on Friday until opening on Monday. Furthermore, the days of the auction, we hire local Sheriff deputies to work with us at the auction. The Sheriff deputies help with traffic flow, employee and customer safety, and they also patrol the auction yard to ensure asset security. We typically hire three Deputy Sheriff Officers. Royal also has security cameras throughout the property that alerts the management staff of any activity after hours which in turn alerts the security officer on duty. We also record every auction and stream every auction live through our on-line auction portal. We take the security of our staff and customers very seriously.

Our current office space is just under 1000 sq. ft. but are in the process of applying for a building permit to construct a 10,000 sq. ft. building. Additionally, we have another office in Ft Myers that supports the Tampa site through calls, emails, and collections. Royal Ft Myers also assists in the on-line process for every auction. Our corporate office is in Ft Myers.

Royal has plenty of bathrooms to accommodate over 400 customers and more if needed, during live auctions and the week following. Our office has ADA ramp access and room for up to thirteen check-in check out stations. Royal Auction Group also has covered storage space for government assets that need to be stored out of the weather.

Every month during our live onsite auctions, we have food and drink concessions that begin at auction time and end about an hour before the auction wraps up. We are currently using several different food trucks who provide breakfast items in the morning and lunch/dinner items after breakfast. Our food trucks serve many types of food which may include hotdogs, hamburgers, chicken wraps, steak and cheese sandwiches, wings, fries, and much more. We are currently looking for additional food truck services to add options for our customers.

Tampa Auction Yard:



Tampa Auction yard:





## On-Line Auction Process & Experience

Royal Auction Group Inc. uses Auctioneer Software Services for our on-line website auction software. All inventory is inputted into our website software by either Royal Auction staff or the government entity selling the asset. The asset is immediately posted on-line for sale through our website. Royal Auction Group also uses two additional on-line auction platforms, Proxibid & Equipment Facts. Proxibid is the world's largest online auction platform who hosts up to 500 auctions daily. Proxibid customers can see all items for sale through Proxibid's partners like Royal Auction Group. Royal Auction Group is one of Proxibid's premier partners and we get top bidding for all ads and promotions. Equipment Facts is a leader in the sale of large construction equipment throughout the county.

Proxibid supplies representatives to operate the platform during each auction. The representatives monitor and record all live bids received at auction time. Prior to the live auction, all customers have the option to register and pre-bid, 24-7, for any item at our site, on Proxibid. Those bids are official and recorded accordingly. The sooner an item is brought to our site, the sooner it is posted and the more exposure it has to potential buyers. All visitors are pre-screened by Proxibid by checking the customers buying history with research on their ability to pay. Royal Auction Group chooses tier three security through Proxibid, which is the most stringent background checks to ensure all buyers who register are viable buyers. All payments for on-line and on-site bidding are done through the Royal Auction Group office. Of course, all the public is welcome to register and bid at all of our auctions.

The major advantage of using an established on-line auction platform like Proxibid, is the established customer base they bring with customers locally, nationally, and internationally. Proxibid has allowed us to sell to every corner of the US as well as over 26 different Countries in the world.

Royal Auction Group, Inc. gives our customers the option to also another very large auction platform, Equipment Facts. Equipment Facts is owned by Sandhills Group who owns and uses publications such as Equipment Trader and Truck Paper to advertise auctions such as ours. Using Equipment Facts gives us a large audience that focuses more on the large commercial trucks and equipment for all our auctions. Equipment Facts is used by many construction companies and industrial businesses when they are searching for quality used fleet.

Since Proxibid is the site most of our current on-line bidders use, the below screen shots are from that site.

Once a customer clicks the Inventory tab on our website, they are brought to this screen where they can choose the Auction date and Ring they want to review and/or bid from.

The screenshot displays the Royal Auction Group website interface. At the top, there is a navigation bar with the Royal Auction Group logo on the left and menu items: HOME, AUCTION INFO, INVENTORY, CONTACT, ABOUT US, MORE, and a prominent blue button for AUCTION CALENDAR. Below the navigation bar is a secondary bar with links for View Auctions, Bidder Login, Create Account, and Help, alongside a search bar labeled 'Search the Marketplace' and a 'FIND IT' button.

The main content area features a 'Category' sidebar on the left with a list of auction categories and their respective item counts: All Categories, Art, Antiques & Collectibles (6), Cars & Vehicles (74), Commercial Trucks (31), Computers & Electronics (5), Estate & Personal Property (9), Farm Equipment & Machinery (20), Heavy Construction Equipment (219), and Industrial Machinery & Equipment (4).

The central part of the page shows two auction listings. The first listing is titled 'FEB 18 RING 1 FT MYERS GOV SURPLUS EQUIP/TRUCK AUC by Royal Auction Group, Inc.' It features a thumbnail image of several trucks with the text 'BID THE ROYAL WAY'. The listing details include the date and time: Saturday, February 18, 9:00 AM Eastern, in Fort Myers, FL. The auction items listed are Heavy Equipment, Industrial Machinery, Trailers, Commercial Vehicles, Tractors, Cranes, Dozers, Skid Steers, Chippers, Excavators, Vocational Trucks, and Pickup Trucks. The listing is set to end in 16 Days 20 Hours and includes a 'START BIDDING' button, a 'Participate in this event' button, a 'Deposit may be required' warning, and an 'Apply to bid' link. There is also an option to 'Add a reminder for this event'.

The second listing is titled 'FEB 18 RING 2 FT MYERS GOVT SURPLUS CAR/SUV AUC by Royal Auction Group, Inc.' It features a thumbnail image of cars and SUVs with the text 'CAR, VAN, & SUV VEHICLES, RECREATIONAL VEHICLES'. The listing details include the date and time: Saturday, February 18, 10:00 AM Eastern, in Fort Myers, FL. The auction items listed are Car Van and SUV Vehicles, Recreational Vehicles like ATVs and Side X Sides, Boats, Motorcycles, Jet Skis, Lawn Equipment, Mowers, Golf Carts, Utility Carts, Commercial Kitchen Equip, Gates, and Tools. This listing is also set to end in 16 Days 21 Hours and includes the same bidding and reminder options as the first listing.

Once a customer is inside the ring of choice, they can search for an item through the catalog search feature. Customers can search by any word that would be in the listing including by item name, description or even a government name. Once they find what they are interested in, they can bid with a simple click and confirm.

**Catalog**    Terms of sale

Search Catalog :

Sort By :     Go to Lot :      Go to Page :      Per Page :     Pg : 1 of 1

[Refresh](#)    [Print Catalog](#)    [Increment Table](#)    [All Items](#) | [Closed Items](#) 1 - 1 of 1

Search Results: [Return to catalog](#)



**2000 Ford F-250 Crew Cab 4x4 Pickup Truck**  
Lot # 19003  
Lee County Sheriff, Vin: 1FTNW20F3YEB18126, Pwd by 7.3L turbo Diesel engine, automatic, tow package, bed cover, running boards, cruise control, heat and A/C, AM/FM radio, odom reads 026,044 miles, odom exempt. Runs and drives.

High Bid: **USD 10,000.00**  
by w\*\*\*\*n  
  
or

[Watch this Item](#)

The following shows our listing on-line that allows buyers the option to pre-bid at least one month out from the auction. Royal Auction Group's description lists item title, selling government name, government identification number, item VIN number, engine and transmission, current odometer reading as well as additional features of the item plus any other information we may have. We also put the operational condition of the unit. The detail of the description is the most powerful selling feature other than the pictures of the unit. This unit was recently posted, and bids were just starting to come in.



**2001 Ford F-250 Extended Cab Pickup Truck**  
Lot # 4106 (Sale Order: 8 of 60)  
City of Dania Beach (602) Vin: 1FTNX20F51EB78220, Pwd by 7.3L V8 turbo diesel engine, automatic, lift gate, light bar, tool box, running boards, heat and A/C, AM/FM radio. Odom reads 133,846 miles. Runs and drives.

High Bid: **USD 50.00**  
by M\*\*\*\*g  
  
or

[Watch this Item](#)

Additionally, every item has a detail tab that potential buyers can go to. This screen shot shows the ability to see multiple pictures of the item. This Ford Ranger has many pictures that can be scrolled through, only four are shown on this screen shot, but this item has 17 pictures to look at.

## 2005 Ford Ranger Extended Cab Pickup Truck

[View Item in Catalog](#)



Lot #4118 (Sale Order: 20 of 60)

Time Remaining: **28 Days 18 Hours**

No bids placed

Enter Max Bid:

**PLACE BID**

Royal Auction Group, Inc.

★★★★★ (153)

Internet Premium : 12%

Shipping: Get Estimate

See Special Terms for additional fees

Location: Fort Myers, FL

[Watch this Item](#)

[Email a Friend](#)

[Increment Table](#)

[Get More Info](#)

[Report this Item](#)

[Convert Currency](#)



Want to participate? [Click here.](#)

Share: [Share 0](#) [Tweet](#) [Save](#)

### Description

[Terms of Sale](#)

#### Item Description:

[Translate description](#)

City of Pompano Beach (52689) Vin: 1FTZR14U65PA54241, Pwd by 3.0L V6 gas engine, automatic, bedliner, crossbox toolbox, heat and A/C, AM/FM radio. Odom reads 118,754 miles. Runs and drives.

When the auction is live, on-line bidders bid against each other as well as on site bidders. Every bid taken is inputted into Proxibid and shows up instantly for the buyer to know they are the high bidder or if they have been outbid so they can bid on the next increment.



### 2007 60KW Towable Generator

Lot # 3000 (Sale Order: 15 of 104)

2007 60KW Generator Model MQP60IV on a 2017 Trailer Vin: 1F9TF1525GF440690 Starts and runs, but does indicate a shut down alarm and shuts off. No further testing was done. Further inspection recommended.

High Bid: **USD 2,200.00**

by YDU!

**BID NOW \$2,300.00**

or [Enter a maximum bid](#)

[Watching](#)



### 2016 Ram 4500 4x4 Diesel Service Truck

Lot # 10001 (Sale Order: 48 of 104)

VIN: 3D6WU6CL2BG501813, odom reads 371,516 miles, pwr by 6.7L Cummins diesel, automatic transmission, 4X4, flat bed, crew cab, tow package, trailer brake controller, bed mounted storage boxes, auxiliary switches, pwr locks, windows, mirrors, am/fm/cd, ac/heat. Runs and drives. Limited function check completed at check in.

Item 1.

High Bid: USD 5,750.00

You've been outbid by !\*\*\*\*e!

**BID NOW \$6,000.00**

or Enter a maximum bid

[Watch this Item](#)

Bids continue until the auctioneer is no longer taking bids and the “hammer drops” selling that item to the highest bidder. If the bidder is online, they are immediately notified they won that item. The buyer can then pay for their item immediately and pick up their item stating on Monday after the sale.

Below are a few of the functionalities on ProxiBid and how they are used.

### How a bidder submits a bid

#### Response:

Bidders place a bid by following the below steps:

- If the buyer isn't registered, they would create an account by providing contact and credit card information.
- Next, the bidder would search for an item to bid on in the marketplace.
- Once an item is identified, the buyer would click “Place Bid” on the specific item. The buyer would be prompted to enter the amount of their bid. Once that step is complete, the bidder would be prompted by the system to confirm their bid. Once the buyer confirms the bid amount, the placing of the bid is complete.

Please note that throughout this process, MarketGuard®, Proxibid's proprietary fraud detection tool would be working in the background, running the buyer's information through a series of algorithms and checkpoints. MarketGuard® uses the data entered in the buyer's account and other third-party information to determine if the buyer will be a reliable customer. Buyers can only participate in a sale if they pass the MarketGuard®

### What requirements a bidder must meet in order to qualify to bid on an item

#### Response:

Proxibid, through the use of MarketGuard®, allows sellers to determine how difficult or easy it is for a bidder to be approved to bid in a seller's auction. MarketGuard® is Proxibid's proprietary, bank-quality risk assessment tool. Proxibid is committed to providing sellers with as much control as possible over their respective auctions. As a result, the requirements a bidder must meet to qualify to bid on an item varies from auction to auction. However, the minimum requirements entail providing valid contact information (i.e. name, address, phone number, etc.), and a valid credit card associated with the contact information. MarketGuard® will use that information, plus other proprietary data, and vet the buyer before allowing them to bid on an auction. Additionally, sellers may increase the requirements needed to bid on their auctions at their discretion. This may include requiring deposits before allowing a buyer to bid, or individually approving buyers before they can bid on an item. Proxibid's account managers will assist the Auction Company with determining the most appropriate approval criteria for each of their auctions.

Proxibid's comprehensive risk management system allows the seller to have unparalleled control over their auctions while providing the most trusted marketplace for buyers and sellers.

## How Will we be Notified

### Response:

Once a sale is complete, a seller is notified in several ways of the items sold:

- **Winning Bidder Report** – At the end of a sale event, a winning bidder report is automatically generated by Proxibid’s system. This report lists all the items that were sold in the event, the sale price for each item, any buyer’s premium that was charged to the buyer, and detailed information on each buyer, including: Name, Phone Number, Email Address, Billing Address, etc.
- **Statistics Dashboard** –For each sale event, there is a statistics dashboard created within Proxibid’s system. After a sale is complete, a seller viewing this dashboard would be able to see the items that were sold, the sale price and relevant information on the winning bidder.
- **Invoicing Page** – For each sale event, invoices for the event would be automatically populated with the lot title, lot description, sale price, winning bidder name and contact information.
- **Event Reconciling Page** – The sale event reconciling page within AuctionBuilder™, displays each item that was up for sale for a particular event. A seller would be able to go item by item to determine if the item was sold, who the winning bidder was, and the sale price.

Proxibid’s comprehensive seller information system composed of proprietary technology ensures our sellers are consistently aware of their sold items.

## How a successful bidder is notified

### Response:

Successful bidders are notified multiple times to ensure they are aware that they won an item.

- First, a notification email is sent automatically by the Proxibid system notifying the bidder that they have won an item.
- Next, the seller would initiate the invoice process and would be able to invoice the buyer directly from the system, which would result in a second email being sent to the winning bidder with all the relevant information they would need to make payment for the item won.
- Additionally, each bidder registered with Proxibid receives access to a section on the website called, “MyProxibid.” MyProxibid provides a summary of account activity to the buyer. A bidder can review items to take action on, edit their account information, and more. Within the bidder’s MyProxibid area, each item won by a bidder would show up in the “Purchased” items section.
- Finally, if the seller elects to invoice the buyer using the Proxibid system, a copy of the invoice that was sent to the buyer would show up in the bidder’s MyProxibid area on the Proxibid website.

This comprehensive notification system facilitates an efficient and effective processing of transactions between buyers and sellers in the Proxibid marketplace.

## Describe your customer support

### Response:

Proxibid’s customer support and client services teams deliver the best possible experience for sellers and buyers. Proxibid provides extensive training and on-going support to both sellers and buyers.

#### – Buyer Training and On-Going Support

Regarding buyer training, Proxibid was designed to be intuitive and easy to navigate, especially for bidders using it for the first time. Most buyers are able to register, search, bid, and buy items without contacting Proxibid for training or any other type of support. For those individuals that need more information, Proxibid provides the following resources:

- An experienced Customer Support team staffed 7 days a week from 7am to 10PM Central Standard Time, to support both buyers and sellers. Proxibid’s department is not a scripted call center but a team of real-live experts on the Proxibid platform. The Customer Support department speaks both English and Spanish. Proxibid’s dedicated customer support team is committed to providing the answers to any and all user questions, from first-time buyer questions to complex technical assistance. And because our customer support team is located at our Omaha headquarters, we are able to be more flexible than support departments at other providers. We have the capability to adjust staffing and hours to accommodate your events to ensure that even unusually scheduled auctions have support available.
- A dedicated buying site at <http://proxibidcontent.com/buying> that provides the following information:
  - o Information on how to create an account
  - o A video on how to bid on Proxibid
  - o Information on the various methods of searching on Proxibid
  - o Information on how complete a transaction and shipping items that were purchased.
  - o Various other buyer resources including a link to Proxibid’s quarterly newsletter for buyers
- A detailed list of frequently asked questions (“FAQ’s”) regarding using Proxibid that are accessible 24 hours a day, 7 days a week by any user.

**Proxibid Numbers: (Royal Auction Group Only)**

The number of site visitors from January 1, 2021, to December 31, 2022, was **3,422,034**.

That averages to 145,584 visits per month.

The number of on-line bidders from January 1, 2021, to December 31, 2022, was **102,913**.

That averages to 4,288 online bidders per auction.

Total sales in those 24 months: **\$123,934,550**.

That averages to \$5,163,939 per auction.

Number of lots sold through Proxibid: **22,264**.

That averages to 927 lots per auction.

Royal Auction Group attracts new buyers every auction. Our “regular” buyers or repeat buyers’ range in the 75% of all our buyers.

**Royal Auction Group Specific On-Line Numbers:** (Jan 2022 to December 2022)

Filter By Category		AUCTION DASHBOARD		A quick summary of all your Proxibid® auctions.	
My Categories		Select Date Range		1/1/2021	12/31/2022
				SHOW REPORT	
<b>Auction Type</b>		<b>Auction Stats</b>		<b>Total Sales:</b>	<b>\$123,934,550</b>
Live	50	Total Participants	66,031	<b>Online Sales:</b>	<b>\$58,634,149</b>
Timed	7	Avg # Participants	1,158	<b>Price Drive:</b>	<b>\$26,440,901</b>
Total Auctions	57	Live Lots Sold	11,062	<b>Sell-Through:</b>	<b>47.31%</b>
<b>Bidders</b>		Timed Lots Sold	1,093		
U.S. Bidders	100,406	Total Lots Sold	22,264		
Non U.S. Bidders	2,507	Lots Per Auction	390		
Heavy Hammers	6	Price Drive Bids	34,528		
Catalog Views	3,422,034				

**Security** – Royal Auction Group will provide all security systems, anti-virus and firewalls capable of preventing the hacking of any auction information from the servers, capable of preventing the assimilation or distribution of viruses and other programs and capable of preventing any bidder from learning the identity of any other bidder.

Royal Auction Group uses a web-based accounting program for all of our auctions. Using web-based programs assures all of the data is backed up on the cloud and not lost during a power failure.



**Reporting** – Once an auction is complete, within three days of the auction, Royal Auction Group will share the results of the auction with each government agency. This initial report is intended to inform the government of the intended sales. Once all collection efforts are finalized, a final report will be sent out with the proceeds of the sale. Anytime in between, a report can be generated and sent out.

Our reporting system can generate reports with many different types of information. Our standard report will list the following:

- Date of the Auction
- Seller Name and Address
- Asset lot number
- Asset Description including year, make model, VIN, Government asset number, and general description of the asset.
- Selling Price
- Transportation Fees (if any)
- Auctioneer Commission Amount
- Net Price to the Seller
- We can add a signature line or tracing information on the email from which the report was sent showing authorization.
- Any unsold items listed with original bid price. Items will be secured and held over for the next auction.

Our reporting is generated through our auction software called Auctioneer Software. Auctioneer Software is set up to have the ability to show more reporting functionality than listed above. If you would like additional information, we can investigate the possibility of adding that information to our report or we can send additional reports as desired.

Screen Shots:

Some Auction Results:



**2008 Caterpillar 324DL Long Reach Excavator**

Lot # 366 (Sale Order: 365 of 523)  
 Pinellas County (HE116715) S/N: PYT00117 Pwd by CAT C7 Acert 300HP 7.2L 6 cylinder diesel engine, hydraulic drive, EROPS enclosed cab, cleanout bucket, triple bar grousers. Hours read 5544 hrs. Runs and moves.

Sold for: **USD 94,000.00**

*to b\*\*\*\*f*



**2016 Tana Shark 440 eco DT Tracked Tire and Waste Shredder**

Lot # 380 (Sale Order: 379 of 523)  
 Pinellas County Fleet (124961) S/N: BT0257, Pwd by Cummins 399kW 6 cyl turbo diesel, triple bar grouser tracks, NEW conveyor belt and other accessories included with purchase of this working functioning items from Pinellas County the only owner of the machine. Hours meter reads 2,461. Runs moves and turns fine in the yard.

Sold for: **USD 262,500.00**

*to M\*\*\*\*g*



**2017 Caterpillar D8T XL Crawler Tractor Dozer with Winch**

Lot # 454A-FL (Sale Order: 441 of 536)  
 One owner fleet liquidation, PIN: CAT00D8TTFMC00304 Pwd by CAT C15 Acert 15.2L 6-cylinder diesel engine, 3-speed Variable Hydraulic Drive, 13yd Semi U dozer blade with cutting edge, 24in track shoes, joystick controls, 120,000lbs Hydraulic Winch, EROPS enclosed cab with heat and A/C. Hour read 07,793 hrs. Runs and operates. Item is \*OFF-SITE\* in Labelle, FL.

Sold for: **USD 250,000.00**

*to B\*\*\*\*r*



**2016 Menzi M520 Walking Excavator**

Lot # 462A (Sale Order: 451 of 536)  
 Sarasota County BOCC (8005344) S/N: M5A05166200 Pwd by Deutz Diesel engine, extendable boom, 2-hydraulic stabilizers, EROPS enclosed cab with heat and A/C, AM/FM radio. Hours read 2,135 hrs. Runs and moves. Comes with Bucket and Mower Attachments. Hydraulic leak in auxiliary attachment hoses, crab walk unoperational.

Sold for: **USD 62,500.00**

*to A\*\*\*\*J*



**2009 E-One Pumper Fire Truck**

Lot # 313 (Sale Order: 335 of 536)

Year: 2009

VIN: 4EN6AAA8991005397

Sarasota County BOCC (3003449) Vin: 4EN6AAA8991005397 Pwd by 8.9L 6-cylinder diesel engine, Allison automatic transmission, GVWR 45,000LB, 18,000 Front, 27,000 Rear, pump model QFL0125-23 with foam (pump last inspected 2020), 1260 Max GPM, 1000 gallon water tank, extra hoses, Federal Signal Corporation sirens, backup camera, heat and A/C. Odom reads 107,098 miles. Runs and drives. Maintenance records available upon request.

Sold for: **USD 55,000.00**

*to onsite*



### 2011 Dodge 5500 4x4 37.5ft Bucket Truck

Lot # 228 (Sale Order: 239 of 536)

Make: Dodge	Model: 5500
Year: 2011	VIN: 3D6WU7EL0BG512859

Sold for: **USD 53,000.00**  
to p\*\*\*\*s

City of Lakeland (79-11630) Vin: 3D6WU7EL0BG512859 Pwd by Cummins 6.7L 6-cylinder turbo diesel engine, automatic transmission, 4WD, Altec AT37-G 37.5ft extendable bucket boom (S/N: 0910DE12160), tow package, service body, heat and A/C, AM/FM radio. Odom reads 034,570 miles. Runs and drives.



### 2004 Grove RT530E 30 Ton Rough Terrain Crane

Lot # 143 (Sale Order: 150 of 339)

Make: Grove	Model: RT530E
Year: 2004	Serial #: 224046
Hours: 224	Condition: Good to Very Good
Item Location - City: Fort Myers	Item Location - State: Florida
Item Location - Postal/Zip Code: 33912	

Sold for: **USD 62,000.00**  
to m\*\*\*\*f

Seller: City of Fort Lauderdale (5414), S/N: 224046, Pwd By: Cummins QSB 5.9L 155hp 6cyl Dsl, powershift transmission, 25ft-95ft 4 section telescopic synchronised full po...more



### 2007 International 7500 T/A Dump Truck

Lot # 210 (Sale Order: 222 of 339)

Make: International	Model: 7500
Year: 2007	Condition: Good
Engine Make: International	Engine Model: HT570
GVW Class: Heavy Duty Class 8 (33000+)	Horsepower: 340
Transmission Make: Eaton Corporation	Transmission Type/Speeds: 8-Speed w/ Lo & Lo-Lo
Fuel Type: Diesel c/ Turbo	Axle: Tandem
Cylinder: 6-Cyl.	Item Location - City: Ft Myers
Item Location - State: Florida	

Sold for: **USD 47,000.00**  
to y\*\*\*\*f

St Lucie County Vin: 1HTWNAZT97J467004, Pwd by Intl HT570 340HP 9.3L 6 cyl turbo diesel, Eaton Fuller 8-Speed with Lo and LoLo manual, 64,000lb GVWR, Gar-P Dump Body, Tar...more



### 2013 Caterpillar D8T Crawler Tractor Dozer

Lot # 12 (Sale Order: 11 of 401)

Sold for: **USD 163,000.00**  
to \*\*\*\*\*

Make: Caterpillar	Year: 2013
Serial #: FCT01124	Meter Reads: 10,256
Condition: Used	Item Location - City: Fort Myers
Item Location - State: Florida	Item Location - Postal/Zip Code: 33912
Item Location - Country: United States	

Being sold off site at 12AM Saturday 9/7, One Owner Fleet Liquidation Package, Inspection Day Friday 9/6 10AM -2PM by Appointment, 239.936.4121: S/N: FCT01\*\*4, (2044)  
Pwd...more



### 2012 Toyota Tacoma 4x4 Crew Cab Pickup Truck

Lot # 1558 (Sale Order: 484 of 758)

Sold for: **USD 17,500.00**  
to onsite

Make: Toyota	Year: 2012
VIN: 3TMLU4EN5CM101808	Mileage: 38,047
Item Location - City: ft. myers	Item Location - State: Florida
Item Location - Postal/Zip: 33912	Condition: Used


Seller: City of Ft Lauderdale (6638) Vin: 3TMLU4EN5CM101808, Pwd by 4.0L V6 gas engine, automatic four wheel drive, nerf bars, aluminum roof rack system, tow package, pow...more

## Security and Fraud

Royal Auction Group takes the security of its partners, customers, and employees as a top priority. Information provided to us by our customers is treated as private and never shared with anyone other than government entities for audit purposes.

Each bidder is provided with a preliminary invoice once the auction is completed. Once that invoice is paid, the buyer receives a paid in full invoice. Those invoices are kept in our system for seven years. Along with a paid in full receipt is a gate pass for hauling companies to pick up purchased items. The gate passes have limited information about the purchase to protect the buyer. See examples below.

**Invoice:** (Given with permission)



Paddle #: 100  
Invoice #: 100-211225-1  
Date: 08 July 2022 02:57:15Z

**Royal Auction Group**  
 Email: sales@royalauctiongroup.com  
 Fort Myers Location: 7061 Allico Rd Fort Myers, FL 33913  
 Fort Myers Office Phone: 239-696-4323  
 Zephyrhills Location: 2738 Gail Blvd Zephyrhills, FL 33541  
 Zephyrhills Office: 813-715-7920

Phone: (239) 934-4121

**IF PAYING BY CASH / CHECK / BANK WIRE PLEASE PAY THE AMOUNT NEXT TO "CASH TOTAL DUE"  
IF PAYING BY CREDIT CARD PLEASE PAY THE AMOUNT NEXT TO "CREDIT TOTAL DUE"**

If you have purchased a titled item, at the time of pickup Royal Auction Group must have your title application prior to picking up the titled item.

Buyer Information		Auction Information	
Buyer Name:	ATTN: Tim Serra	Auction:	May 21st Zephyrhills
Company:	Orlando Classic & Collector Cars Inc	Date:	05/21/2022
Paddle #:	100	Location:	2738 Gail Blvd Zephyrhills, FL 33541
Phone #:	(813) 239-4332 (813) 363-6798		
Email:	zephcars@aol.com		
Tax Id:	39-2860198		
Billing:	2738 Gail Blvd Zephyrhills, FL 33541		

Lot	Bidder	Description	Qty	Bid	Sale Price	Premium	Premium Tax	Tax	Total
125	100	2014 GMC Sierra 2514HD Crew Cab Pickup Truck - One Owner Fleet Asset. Vto: 8G1U12L6C0A238744. Fuel by 5.0L V8 gasoline engine, automatic four wheel drive 4SD, tow package, leather interior, rear parking aid, power locks, windows, and mirrors, hood anti-LCC, ABS/MSR safety belts 2017.770 miles. Runs and drives.	1.0	\$14,900.00	\$14,000.00	\$1,400.00	\$0.00	\$0.00	\$15,400.00
125		Dealer Admin Fee	1.0	\$25.00	\$25.00	\$0.00	\$0.00	\$0.00	\$25.00
172	100	Caterpillar 485L Skid Steer Forklift/rental - One Owner Fleet Asset/rental	1.0	\$600.00	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00
1021	100	1990 GMC C7000 Tagback Tarpit Tank Truck - (Vet: 10207913PKJ09M42. Fuel by gas engine, automatic, w/epic, tank body color, rear lift, 700 miles, 50000 lbs empty, 5000000 running condition.	1.0	\$1,250.00	\$1,200.00	\$120.00	\$8.75	\$87.50	\$1,416.25
1021		Dealer Admin Fee	1.0	\$25.00	\$25.00	\$0.00	\$0.00	\$0.00	\$25.00
				\$14,900.00	\$15,000.00	\$1,500.00	\$8.75	\$87.50	\$17,561.25

PAID IN FULL

Sub Total	\$17,561.25
Cash Total Due	\$0.00
<b>Credit Card Payments See Below</b>	100-211225-1
Credit Card Convenience Fee 3%	\$0.00
Credit Card Total Due	\$0.00

Tax codes used: Pasco County Sales Tax

100-211225-1      PAID

**All items sold at Auction Per Terms and Conditions are sold AS-IS-WHERE-IS With No Guarantees Expressed Or Implied.**

**Due Date:** Payment is due no later than 5pm EST on Wednesday after the auction date, late fee may apply.

**Payments:** We accept: Cash, Bank Wire, Visa, MasterCard, Discover Debit or Credit Card Payment Not Exceed \$5,000, Cashier Check, personal / company check with a 5 day hold of asset(s).

**Bank Wire Fee:** The bank wire fee is automatically added to invoices, if you are not paying via bank wire please deduct \$15.00 from your payment.

**Removal:** Items must be removed no later than 10 business days after auction date. Storage will apply after the 10th business day at \$20 per day per item.

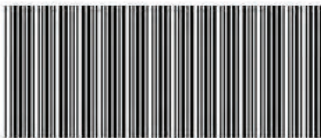
**This Application:** Application will be emailed to you after Royal Auction Group receives your payment in full. The original Title Application must be received by Royal Auction Group prior to removal. If you did not receive the application please notify Royal Auction Group.

**Wire Instructions:**  
**\*\* IN THE MEMO SECTION PLEASE LIST INVOICE NUMBER\*\***  
 City and State: 1 Chase Manhattan Plaza New York, NY 10015  
 Account Number: 6389560729  
 Routing Number: 267084131  
 Swift Code: CHASUS33

Gate Pass:

**ROYAL**  
**Auction Group**  
 Royal Auction Group  
 7061 Alico Rd  
 Fort Myers, Florida 33912  
 Phone: (239) 936-4121

Date: 08-Jun-2022 02:59 EST Invoice #: 100-211225-1



**Buyer Information**

Name: Sierra, ATTN:Tim  
 Paddle Number: 100  
 Company: Orlando Classic & Collector Cars Inc  
 Address: 2738 Gall Blvd  
 Zephyrhills, FL 33541  
 Phone: (813) 239-4332

**Notes**

Dealer lic VI/1010585/1 exp:4-30-22 resale 61-8012225961-3 exp:12-31-21

Lot	Paddle	Description	Location	Qty
125	100	2015 GMC Sierra Z71 4x4 Crew Cab Pickup Truck - One Owner Fleet Asset: Vin: 3GTU2UEC5FG238744 Pwd by 5.3L V8 gasoline engine, automatic four wheel drive 4WD, tow package, touch screen, rear		1
125		Dealer Admin Fee		1
572	100	Caterpillar 48in Skid Steer Forks and Frame - One Owner Fleet Liquidation		1
605	100	1990 GMC C7000 Topkick Septic Tank Truck - Vin: 1GDJ7H1P9LJ604442 Pwd by gas engine, automatic, septic tank body. Odom reads 081,798 miles. Miles are exempt. Unknown		1
605		Dealer Admin Fee		1

Total Lots: 3

Royal Auction Group does not allow bidders to use bidding agents. The only person allowed to bid on an account is the account holder. We verify each account with a copy of a DL and for on-line bidders, we conduct a credit card check and a small background check to ensure the customer information matches. If an alert is sounded, then a call to the buyer to verify the account is made and the bidder will not get a bidder number until all is verified. First time bidders and required to submit a \$500.00 refundable deposit prior to receiving a bidder number.

All customer and seller information is stored on our server which is password protected, backed up nightly and stored in a separate office. Royal Auction Group also carries Cyber Crime Insurance.

Credit Card payments are made through Chase Bank. – Chase Bank is a reputable credit card processor that has all the security and confidentiality systems in place. Credit card numbers are secured according to the PCI DSS.

**Furthermore, please see the standards from our largest online platforms, Proxibid:**

“We will take all reasonable steps to ensure that appropriate technical and organizational measures are carried out in order to safeguard the information we collect from you and protect against unlawful access and accidental loss or damage. These measures may include (as necessary): • Protecting our servers by both hardware and software firewalls; • Locating our data processing storage facilities in secure locations; PBPP | V1.1.09-2018 • Encrypting all data stored on our server with an industry standard encryption method that encrypts the data between your computer and our server so that in the event of your network being insecure no data is passed in a format that could easily be deciphered; • When necessary, disposing of or deleting your data so it is done so securely; • Regularly backing up and encrypting all data we hold. We will ensure that our employees are aware of their privacy and data security obligations. We will take reasonable steps to ensure that the employees of third parties working on our behalf are aware of their privacy and data security obligations. This notice and our procedures for handling personal data will be reviewed as necessary. While we have security measures in place to safeguard your personally identifiable information and your online transactions, the transmission of information via the internet is not completely secure and we cannot be responsible for third-parties gaining access to your information outside of our platform. If you become aware of a breach of your data or have questions about the security of our site, please contact us at [privacy@proxibid.com](mailto:privacy@proxibid.com).”

PLEASE SEE ATTACHMENTS FOR THE 2021 & 2022 SALES.



## Minority/Women (M/WBE) Participation

Royal Auction Group Inc., does not qualify for Minority/Women (N/WBE) participation status. Royal Auction Group, Inc. is a veteran owned company that provides a labor service for auctioning government surplus items. Royal owns very few items to conduct the service and does not use subcontractors. Therefore, it is very difficult for Royal to participate in Florida Statute 287.09451 which asks companies to purchase and contract from minority and women owned businesses.

However, Royal Auction Group, Inc. currently has 34 employees. In that 34 employees we have 9 women and 4 minority employees for a total percentage of 38% minority status.





## Subcontractors

Royal Auction Group Inc., does not use any subcontractors for our auctions.

CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) Royal Auction Group, Inc. EIN (Optional): 59-1308949

Address: 7061 Alico Rd.

City: Ft. Myers State: FL Zip: 33912

Telephone No.: 239-936-4121 FAX No.: Email: gfrazier@royalauctiongroup.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): N/A

Total Bid Discount (section 1.05 of General Conditions): N/A

Check box if your firm qualifies for DBE (section 1.09 of General Conditions): [ ]

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Table with 8 columns: Addendum No., Date Issued, Addendum No., Date Issued, Addendum No., Date Issued, Addendum No., Date Issued. Row 1: 1, 1/19/23. Row 2: 2, 1/24/23.

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

George Frazier

Name (printed)

1/30/23

Date

Signature [Handwritten Signature] Chief Operating Officer

Title

SECTION VI - COST PROPOSAL PAGE

Proposer Name: Royal Auction Group, Inc.

Proposer agrees to supply the products and services at the prices bid/proposed below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: The proposer will build all expenses into the Buyer's Premium that is charged to the purchaser. Contractor must quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs include any costs for travel and miscellaneous expenses. No other costs will be acceptable and no costs to the City shall be accepted.

Notes:

Attach a breakdown of costs including but not limited to labor, equipment, materials, and parts.

1. On-Line Auction Services Buyers Premium 10-12 %

2. Public Absolute Auction Services Buyers Premium 10 % %

3. Provide a list of any fees that may be charged to the buyers above the Buyer's Premium.

1 - CREDIT CARD FEE OF 3.5% FOR BUYERS PAYING WITH A CREDIT CARD.

2 - TITLE PROCESSING FEE OF \$165<sup>00</sup> FOR BUYERS OF VEHICLES.

3 - ADMINISTRATION FEE OF \$25<sup>00</sup> ON ALL INVOICES OVER \$100.<sup>00</sup>

4 - DEALER FEE OF \$25.<sup>00</sup> FOR TITLES IN LIEU OF THE \$165<sup>00</sup> FOR NON-DEALER BUYERS.

Submitted by:

GEORGE FRAZIER  
Name (printed)

  
Signature

1/12/23  
Date

C.O.O.  
Title



**NON-COLLUSION STATEMENT**

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee 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 City of Fort Lauderdale, FL 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.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____
	_____
	_____

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**



\_\_\_\_\_  
 Authorized Signature  
**George Frazier**  
 \_\_\_\_\_  
 Name (Printed)

**Chief Operating Officer**  
 \_\_\_\_\_  
 Title  
**1/30/23**  
 \_\_\_\_\_  
 Date



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

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


Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

  
\_\_\_\_\_  
Authorized Signature

**George Frazier/COO**  
\_\_\_\_\_  
Print Name and Title

**1/30/23**  
\_\_\_\_\_  
Date



## LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

**THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**

**[https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR CH2 AD ARTVFI DIV2PR S2-186LOBUPR](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2_AD_ARTVFI_DIV2PR_S2-186LOBUPR)**

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.



LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(2) is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(3) is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

Business Name

(4) requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(5) requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(6) is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

Business Name

BIDDER'S COMPANY: Royal Auction Group, Inc - Not Applicable

AUTHORIZED COMPANY PERSON: George Frazier [Signature] 1/30/23  
PRINT NAME SIGNATURE DATE



## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE**

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, **or** State of Florida active registration **and/or**
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

**THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>**

### **Definitions**

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.





**DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT**

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1) is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

\_\_\_\_\_  
Business Name

(2) is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

\_\_\_\_\_  
Business Name

(3) is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

\_\_\_\_\_  
Business Name

(4) is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

\_\_\_\_\_  
Business Name

(5) is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

\_\_\_\_\_  
Business Name

BIDDER'S COMPANY: Royal Auction Group, Inc. - Not Applicable

AUTHORIZED COMPANY PERSON: George Frazier  1/30/23  
PRINT NAME SIGNATURE DATE

Company ID Number: 1691934

**E-VERIFY**

**CORPORATE COMPANY**

**If you have any questions, contact E-Verify at 888-464-4218.**

**INFORMATION REQUIRED  
FOR E-VERIFY**

Information relating to your Company:

Company Name:	Royal Auction Group, Inc.
Company Facility Address:	6927 Alico Rd
	Fort Myers, FL 33912
County or Parish:	LEE

Company ID Number: 1691934

**Information relating to the Corporate Administrator(s) for your Company on policy questions or operational problems:**

Name George Frazier  
Phone Number (813) 992 - 7368  
Fax Number  
Email Address gfrazier@royalauctiongroup.com

Name Brandon Roy  
Phone Number (610) 295 - 2860  
Fax Number  
Email Address broy@royalauctiongroup.com

Company ID Number: 1691934

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**E-VERIFY AFFIRMATION STATEMENT**

Solicitation/Bid /Contract No: Event 21

Project Description:  
**Auctioneer Services**

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: Royal Auction Group, Inc.

Authorized Company Person's Signature: 

Authorized Company Person's Title: George Frazier - COO

Date: 1/30/23



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Item 1.

Give Form to the requester. Do not send to the IRS.

Print or type. See specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**ROYAL AUCTION GROUP, INC.**

2 Business name/disregarded entity name, if different from above  
**ROYAL AUCTION GROUP, INC.**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**7061 ALCO RD**

6 City, state, and ZIP code  
**FT. MYERS FL 33912**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

5	9	-	1	3	0	8	9	4	9
---	---	---	---	---	---	---	---	---	---

## Part II Certification

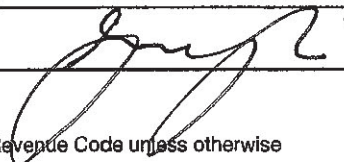
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ►



Date ► **4-1-22**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation  
ROYAL AUCTION GROUP, INC.

### Filing Information

<b>Document Number</b>	369280
<b>FEI/EIN Number</b>	59-1308949
<b>Date Filed</b>	09/03/1970
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	01/21/2022
<b>Event Effective Date</b>	NONE

### Principal Address

7061 Alico Rd.  
Fort Myers, FL 33912

Changed: 04/02/2021

### Mailing Address

7061 Alico Rd.  
FORT MYERS, FL 33912

Changed: 04/02/2021

### Registered Agent Name & Address

ROY BRANDON  
7061 Alico Rd  
Fort Myers, FL 33912

Name Changed: 03/22/2019

Address Changed: 03/18/2020

### Officer/Director Detail



## Name & Address

Title DIRECTOR, PRESIDENT, TREASURER

Item 1.

Roy, Brandon  
7061 Alico Road  
Fort Myers, FL 33912

Title COO

FRAZIER, GEORGE  
7061 ALICO ROAD  
FORT MYERS, FL 33912

Title AMBR

FRAZIER, GEORGE  
7061 ALICO ROAD  
FORT MYERS, FL 33912

## Annual Reports

Report Year	Filed Date
2020	03/18/2020
2021	04/02/2021
2022	04/08/2022

## Document Images

<a href="#">04/08/2022 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/21/2022 -- Amendment</a>	View image in PDF format
<a href="#">04/02/2021 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/18/2020 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/24/2020 -- Off/Dir Resignation</a>	View image in PDF format
<a href="#">03/22/2019 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/12/2018 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">10/02/2017 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">08/28/2017 -- Reg. Agent Change</a>	View image in PDF format
<a href="#">07/11/2017 -- Name Change</a>	View image in PDF format
<a href="#">01/11/2017 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/24/2016 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/13/2015 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/03/2014 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/13/2013 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/12/2012 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/13/2011 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/17/2010 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/23/2009 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/21/2008 -- ANNUAL REPORT</a>	View image in PDF format



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

**ADDENDUM NO. 1**

**RFP No. Event 21**  
**TITLE: Auctioneer Services**

**ISSUED: (1/19/23)**

This addendum is being issued to make the following change(s):

1. In response to the following questions: Can you provide a list of previously sold assets and their winning bid amounts? a/o potential assets to be sold?
  - a. See Attachment

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin, NIGP-CPP, CPPB  
Sr. Procurement Specialist

Company Name: Royal Auction Group, Inc.  
(please print)

Bidder's Signature: [Signature]

Date: 1/30/23

Asset	Description	Sale Proceeds
61437	61437 GENERAC GENERATOR	\$455.00
64114	64114 2006 ATLAS COPCO GENERATOR	\$5,750.00
64116	64116 2005 ATLAS COPCO GENERATOR	\$9,500.00
64117	64117 2005 ATLAS COPCO GENERATOR	\$9,500.00
72532	GRAVELY ZT MOWER	\$1,500.00
CONF	2002 INFINITI Q45 (CONFISCATED)	\$1,200.00
CONF	2002 FORD E350 (CONFISCATED)	\$800.00
CONF	ITALCA SCOOTER	\$300.00
MISC	PKR VENDING TRAILER	\$13,000.00
MISC	MISC FLEET LOTS	\$3,060.00
MISC	GENERATORS	\$28,050.00
MISC	EQUIPMENT SOLD	\$6,375.00
MISC	MISC ITEMS FROM GTL	\$800.00
MISC	MISC ITEMS FROM FLEET	\$1,010.00
MISC	MISC ITEMS FROM PARKS	\$60.00
MISC	MISC ITEMS	\$2,371.50
V10089	V10089 2016 CHRYS 200	\$4,100.00
V10090	V10090 2016 CHRYS 200	\$1,200.00
V10106	V10106 2017 FORDX FUSION HYBRID	\$2,600.00
V10368	V10368 2017 YAMAHA JETSKI	\$2,000.00
V10427	V10427 2017 CSHMN HAULER 800X-48	\$3,000.00
V10435	V10435 2017 ADVNC CS7010 HYBRID SWEEPER	\$1,900.00
V10457	V10457 2017 MADVA LR-100 LITTER COLLECTOR	\$8,000.00
V10502	V10502 2017 HONDA PIONEER 700M2 ATV	\$5,000.00
V10503	V10503 2017 HONDA PIONEER 700M2 ATV	\$5,000.00
V10558	V10558 2018 DODGE CHARGER PURSUIT	\$1,300.00
V10577	V10577 2018 DODGE CHARGER PURSUIT	\$1,300.00
V10590	V10590 2018 DODGE CHARGER PURSUIT	\$220.00
V10592	V10592 2018 DODGE CHARGER PPV	\$3,200.00
V10605	V10605 2018 DODGE CHARGER PURSUIT K-9	\$2,500.00
V10627	V10627 2018 FORDX FUSION	\$2,300.00
V10666	V10666 2018 TOROX GROUNDSMASTER 7200	\$6,500.00
V10667	V10667 2018 TOROX GROUNDSMASTER 7200	\$5,300.00
V10668	V10668 2018 TOROX GROUNDSMASTER 7200	\$4,900.00
V10672	V10672 2018 TOROX WORKMAN	\$10,000.00
V10748	V10748 2018 MADVA LR50 LITTER COLLECTOR	\$9,000.00
V10816	V10816 2018 BOMAG BW141AD-5 ROLLER	\$60,500.00
V10879	V10879 2018 LEBOY 7000C PAVING MACHINE	\$130,000.00
V10882	V10882 2018 LEBOY 250T TACK TRAILER	\$10,500.00
V10911	V10911 2005 NWHOL 75.B BACKHOE	\$27,500.00
V10991	V10991 2019 HONDA SXS700M2K ATV	\$5,250.00
V10992	V10992 2019 HONDA SXS700M2K ATV	\$9,250.00
V11004	V11004 2019 FORDX ESCAPE FWD	\$4,300.00
V11055	V11055 2019 HONDA SXS700M2K ATV	\$8,750.00

V11129	V11129 2019 YAMAHA KODIAK 700 ATV	\$4,000.00
V11130	V11130 2019 YAMAHA KODIAK 700 ATV	\$3,500.00
V11130	V11130 2019 YAMAHA KODIAK 700	\$2,500.00
V11411	V11411 2019 FOREST RIVER TRAILER	\$8,000.00
V11473	V11473 2012 MCBNZ S-550	\$9,000.00
V4881	V4881 2001 FRGHT MT55 GRMAL COMMAND CENTER	\$43,500.00
V5175	V5175 2003 FORDX F150 RC 4X2	\$3,200.00
V5176	V5176 2003 FORDX F150 RC 4X2	\$6,250.00
V5196	V5196 2003 FORDX F250 EC 4X4	\$8,000.00
V5399	V5399 2005 PRCE QUANTUM	\$9,000.00
V5400	V5400 2005 PRCE QUANTUM LADDER 105	\$36,000.00
V5408	V5408 TRAILER	\$1,400.00
V5441	V5441 2005 CHVRL ASTRO EXT	\$3,800.00
V5466	V5466 2005 FORDX F250 EC 4X4	\$10,000.00
V5596	V5596 RESCUE 2006 INT 4300 RESERVE	\$18,500.00
V5597	V5597 2006 INT 4300 RESERVE RESCUE	\$16,000.00
V5599	V5599 2006 INT 4300 RESERVE RESCUE	\$19,500.00
V5725	V5725 2006 FORDX F250 CC 4X4	\$8,500.00
V5797	V5797 MESSAGE BOARD	\$200.00
V5808	V5808 2007 FORDX F350 RC 4X2 DRW	\$8,500.00
V5835	V5835 2006 HORTN H816TA	\$5,250.00
V5852	V5852 2008 ACRO TRAILER	\$20,500.00
V5868	V5868 2006 VERMEER TRAILER	\$10,000.00
V6000	V6000 2008 FORDX F350 RC 4X2 DRW	\$4,500.00
V6062	V6062 2007 EZGO CART	\$2,750.00
V6073	V6073 2006 ATLAS COPCO GENERATOR	\$24,000.00
V6075	V6075 2006 ATLAS COPCO GENERATOR	\$24,000.00
V6080	V6080 2006 ATLAS COPCO GENERATOR	\$24,000.00
V6080	V6080 2006 ATLAS COPCO GENERATOR	\$12,000.00
V6083	V6083 2006 ATLAS COPCO GENERATOR	\$12,000.00
V6102	V6102 2007 TRAILER GTPU62	\$2,250.00
V6157	V6157 2007 PACEX SL820TA2	\$6,500.00
V6159	V6159 SEGWAY X2	\$400.00
V6160	V6160 SEGWAY X2	\$500.00
V6208	V6208 2008 FORDX F250 RC 4X4	\$18,000.00
V6238	V6238 2008 FORDX F550 4X2 DRW LCF	\$11,500.00
V6248	V6248 2009 INT 4400 CRANE	\$12,000.00
V6255	V6255 2009 INT TRACTOR	\$59,000.00
V6338	V6338 2009 FORDX EXPLORER 4X2	\$6,000.00
V6386	V6386 2009 FORDX F250 RC 4X2	\$15,000.00
V6387	V6387 2009 FORDX F150 EC 4X2	\$7,000.00
V6410	ENGINE 29 2008 ROSEN GA41L-2142	\$15,000.00
V6412	ENGINE 46 2008 ROSEN GA41L-2142	\$10,500.00
V6424	V6424 2010 GMCXX SAVANA 3500 CARGO EXT	\$9,500.00
V6427	V6427 2009 CASEX 580M SUPER	\$35,000.00

V6463	V6463 2010 HARLEY DAVIDSON	\$6,000.00
V6477	V6477 2010 FORDX CROWN VIC	\$2,200.00
V6486	V6486 2010 FORDX CROWN VIC	\$1,600.00
V6499	V6499 2011 FORDX CROWN VIC	\$2,700.00
V6518	V6518 2011 TOROX GROUNDSMASTER	\$1,700.00
V6519	V6519 2010 FORDX F150 EC 4X2	\$16,500.00
V6539	V6539 2011 FORDX TAURUS FWD	\$6,800.00
V6547	V6547 2011 FORDX TAURUS FWD	\$6,200.00
V6568	V6568 2011 FORDX CROWN VICTORIA	\$3,000.00
V6606	V6606 2012 CHVRL CAPRICE	\$7,500.00
V6611	V6611 2012 CHVRL CAPRICE	\$4,600.00
V6613	V6613 2012 CHVRL CAPRICE	\$5,000.00
V6614	V6614 2012 CHVRL CAPRICE	\$4,900.00
V6617	V6617 2012 CHVRL CAPRICE	\$4,200.00
V6618	V6618 2012 CHVRL CAPRICE	\$6,200.00
V6625	V6625 2012 CHVRL CAPRICE	\$6,100.00
V6634	V6634 2013 FORDX TAURUS FWD	\$7,500.00
V6636	V6636 2012 TOYOT TACOMA CC 4X4	\$13,000.00
V6657	V6657 2012 HYUND SONATA	\$4,100.00
V6661	V6661 2012 HYUND SONATA HYBRID	\$5,500.00
V6663	V6663 2013 HYUND SONATA	\$6,900.00
V6664	V6664 2014 TOYOT CAMRY HYBRID	\$10,750.00
V6680	V6680 2015 FORDX FUSION HYBRID	\$6,500.00
V6685	V6685 2015 FORDX FUSION HYBRID	\$6,500.00
V6699	V6699 2013 CHVRL SUBURBAN	\$8,750.00
V6717	V6717 2013 FORDX F150 EC 4x2	\$11,500.00
V6718	V6718 2013 FORDX F150 EC 4x2	\$14,500.00
V6720	V6720 2013 FORDX F250	\$24,000.00
V6758	V6758 2013 CHVRL CAPRICE	\$5,000.00
V6759	V6759 2013 CHVRL CAPRICE	\$6,250.00
V6762	V6762 2013 CHVRL CAPRICE	\$6,000.00
V6764	V6764 2013 CHVRL CAPRICE	\$6,500.00
V6765	V6765 2013 CHVRL CAPRICE	\$7,250.00
V6766	V6766 2013 CHVRL CAPRICE	\$6,500.00
V6767	V6767 2013 CHVRL CAPRICE	\$5,100.00
V6769	V6769 2013 CHVRL CAPRICE	\$3,500.00
V6772	V6772 2013 CHVRL CAPRICE	\$4,600.00
V6775	V6775 2013 CHVRL CAPRICE	\$5,000.00
V6777	V6777 2013 CHVRL CAPRICE	\$5,100.00
V6778	V6778 2013 CHVRL CAPRICE	\$3,200.00
V6780	V6780 2013 CHVRL CAPRICE	\$4,200.00
V6786	V6786 2013 CHVRL CAPRICE	\$2,000.00
V6789	V6789 2013 CHVRL CAPRICE	\$3,800.00
V6798	V6798 2013 CHVRL CAPRICE	\$5,500.00
V6804	V6804 2013 CHVRL CAPRICE	\$4,100.00

V6810	V6810 2013 CHVRL CAPRICE	\$5,600.00
V6817	V6817 2013 CHVRL CAPRICE	\$3,500.00
V6827	V6827 2013 CHVRL CAPRICE	\$3,600.00
V6828	V6828 2013 CHVRL CAPRICE	\$7,000.00
V6829	V6829 2013 CHVRL CAPRICE	\$5,000.00
V6833	V6833 2013 CHVRL CAPRICE	\$6,000.00
V6838	V6838 2013 CHVRL CAPRICE	\$4,100.00
V6839	V6839 2013 CHVRL CAPRICE	\$4,000.00
V6844	V6844 SEGWAY T3	\$600.00
V6845	V6845 SEGWAY T3	\$600.00
V6854	V6854 2014 CHVRL TAHOE	\$14,250.00
V6855	V6855 2015 FORDX F250 RC 4X2	\$22,000.00
V6867	V6867 2013 MAGNUM GENERATOR	\$26,500.00
V6868	V6868 2013 MAGNUM GENERATOR	\$26,500.00
V6879	V6879 2015 FORDX EXPLORER INTERCEPTOR 4X4	\$1,500.00
V6886	V6886 2015 FORDX EXPLORER INTERCEPTOR 4X4	\$5,750.00
V6886	V6886 2015 FORDX EXPLORER INTERCEPTOR 4X4	\$5,750.00
V6895	SWEEPER	\$0.00
V6895	V6895 2015 INT JOHNSTON SWEEPER	\$27,500.00
V6897	V6897 2014 NWHOL TS6 120AG	\$11,500.00
V6898	V6898 2014 NWHOL TS6 120AG	\$12,750.00
V6899	V6899 2014 NWHOL TS6 120HC	\$12,500.00
V6931	V6931 2015 ZZZZZ PRESSURE WASHER 6X12 TLR	\$3,000.00
V6987	V6987 2015 HONDA RANCHER 420	\$3,400.00
V7000	V7000 SEGWAY T3	\$700.00
V7001	V7001 SEGWAY T3	\$1,200.00
V7003	V7003 2016 KAWASAKI ATV	\$5,500.00
V7005	V7005 2015 FRGHT TROLLEY	\$19,500.00
V7030	V7030 2016 DODGE CHARGER	\$2,000.00
V7034	V7034 2016 DODGE CHARGER	\$1,800.00
V7044	V7044 2016 DODGE CHARGER	\$1,000.00
V7046	V7046 2016 DODGE CHARGER	\$1,200.00
V7064	V7064 2016 DODGE CHARGER	\$9,600.00
V7068	V7068 2016 ROCKET BOAT TRAILER	\$2,200.00
V9404	V9404 2005 FORDX CROWN VIC	\$2,100.00
V9632	V9632 2009 FORDX CROWN VIC	\$2,100.00



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, Suite 619 • Fort Lauderdale, Florida 33301  
954-828-5933 • Fax 954-828-5576 • [purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

**ADDENDUM NO. 2**

**RFP No.: Event 21**  
**TITLE: Auctioneer Services**

ISSUED: (1/24/2023)


This addendum is being issued to make the following change(s):

1. Providing copy of Pre-Bid Conference sign-in sheet.

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin, NIGP-CPP, CPPB  
Sr. Procurement Specialist

Company Name: ROYAL AUCTION GROUP, INC.  
(please print)

Bidder's Signature:  GEORGE FRAZIER

Date: 1/30/23



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ECC Insurance Brokers, Inc.

One Tower Lane, Suite 2850  
Oakbrook Terrace, IL 60181  
Main: 630-954-1414  
Fax: 630-572-7121

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Date: September 20, 2023

To: Melissa Thompson  
Doeren Mayhew Insurance Group

From: Chris Green  
Phone: (630) 572-7134  
Email: cgreen@bridgespecialty.com  
Fax: (630) 572-2171

Insured: Royal Auction Group, Inc.  
Effective Date: 9/20/2023  
Coverage: Cyber Liability  
Policy Number: ATB-6690078-02

Dear Melissa,

Attached is the Confirmation of Insurance on the above captioned. The terms and conditions of this Confirmation of Insurance may not comply with the specifications submitted. Please review this Confirmation carefully to ensure the coverage, terms, and conditions are as ordered as well as compare it against the Quote provided & submission documents. Any changes are subject to carrier approval by endorsement as our office has no binding authority. Please review the policy forms for the actual coverage's provided.

If your agency issues a certificate of insurance or evidence of insurance it must be according to the terms of this binder and the insurance policy. Any request to change, endorse or modify the terms of this binder or the insurance policy must be submitted in writing to the insurance company for its advanced written approval and shall not be effective if communicated by means of a certificate of insurance or evidence of insurance. ECC Insurance Brokers, LLC. disclaims and undertakes no responsibility for incorrectly issued or inaccurate certificates or evidence of insurance.

Cancellation: This policy is subject to the cancellation provisions found in the policy(ies) or certificate(s) currently in use by the Insurer. The Insurance effected under the Insurer's binder can be cancelled by the Insurer (subject to statutory regulations) by mailing, to the Insured at the address stated on the face of this Confirmation of Insurance, written notice stating when such cancellation shall be effective. In the event of cancellation by the Insured, the earned premium would be subject to the minimum premium if applicable.

This Confirmation of Insurance is issued based upon the Insurer's agreement to bind and is issued by ECC Insurance Brokers, LLC. without any liability whatsoever as an Insurer.

**PREMIUM PAYMENT IS DUE WITHIN TWENTY (20) DAYS FROM THE EFFECTIVE DATE UNLESS OTHERWISE STIPULATED.**

Reference #: 0684192



# CONFIRMATION OF INSURANCE

Item 1.

THE TERMS AND CONDITIONS OF THIS CONFIRMATION OF INSURANCE MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION. PLEASE READ THIS CONFIRMATION CAREFULLY AND COMPARE IT AGAINST THE QUOTE PROVIDED & SUBMISSION DOCUMENTS. PLEASE REVIEW THE POLICY FORMS FOR THE ACTUAL COVERAGE'S PROVIDED. IN THE EVENT OF DIFFERENCE, THE POLICY WILL PREVAIL.

IN ACCORDANCE WITH YOUR INSTRUCTIONS, AND IN RELIANCE UPON THE STATEMENTS MADE BY THE RETAIL BROKER IN THE APPLICATION/SUBMISSION, THE INSURER HAS BOUND COVERAGE AS FOLLOWS:

**DATE ISSUED:** September 20, 2023

**PRODUCER:** Melissa Thompson  
Doeren Mayhew Insurance Group  
305 West Big Beaver Road Suite 102  
Troy, MI 48084

**INSURED:** Royal Auction Group, Inc.  
7061 Alico Road  
Fort Myers, FL 33912

**INSURER:** Trisura Specialty Insurance Company  
Non-Admitted

**A.M. BEST RATING:** A- IX

**POLICY NO.:** ATB-6690078-02

**COVERAGE:** Cyber Liability  
**COVERAGE TYPE:** Claims Made and Reported  
**FORM NUMBER:** AB-CYB-001.1 04/2022

**POLICY PERIOD:** 9/20/2023 TO 9/20/2024

12:01 A.M. STANDARD TIME AT THE LOCATION ADDRESS OF THE NAMED INSURED. THIS INSURANCE BINDER WILL BE TERMINATED AND SUPERSEDED UPON DELIVERY OF THE POLICY(IES) ISSUED TO REPLACE IT, 60 DAYS OF THE DATE OF THIS BINDER OR EFFECTIVE DATE OF COVERAGE.

<b>LIMITS OF LIABILITY:</b>	<b>\$1,000,000</b>	<b>Policy Aggregate</b>
	<b>Privacy</b>	
	\$1,000,000	Information Privacy Liability
	\$1,000,000	Regulatory Liability
	\$1,000,000	Event Response and Management
	\$1,000,000	PCI-DSS Liability
	<b>Network Security</b>	
	\$1,000,000	Network Security Liability
	\$1,000,000	Event Response and Recovery
	<b>Business Interruption</b>	
	\$1,000,000	Direct Business Interruption
	\$1,000,000	Contingent Business Interruption
	<b>System Failure</b>	
	\$1,000,000	Direct System Failure
	\$1,000,000	Contingent System Failure
	<b>Cyber Extortion</b>	
	\$1,000,000	Cyber Extortion
	<b>Financial Fraud</b>	
	\$250,000	Social Engineering
	\$250,000	Computer Fraud
	<b>Media Content</b>	
	\$1,000,000	Media Liability
	\$1,000,000	Media Event Response
	<b>Reputational Harm</b>	
	\$1,000,000	Reputational Harm
<b>RETENTION:</b>	\$25,000	Each Claim
	8 Hours	Waiting Period, Business Interruption
	8 Hours	Waiting Period, System Failure
	180 Days	Indemnity Period, Reputational Harm



155 F Road Loxahatchee Groves, FL 33470

## Agenda Item # 2

**TO:** Town Council of Town of Loxahatchee Groves  
**FROM:** Larry Peters, Public Works Director  
**VIA:** Francine L. Ramaglia, Town Manager  
**SUBJECT:** Approval of *Resolution No. 2023- 65* authorizing the extension of professional services piggyback agreement with Aquatic Vegetation Control, Inc.

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### Background:

The Town's Purchasing Code, Section 2.133 allows for the utilization other government agencies' contracts provided that the same or substantially similar goods equal to services were competitively solicited; that the contract permits such and the awarding jurisdiction and/or contractor agree to allow the Town to purchase therefrom; and that the price is equal or lower than that awarded by the other government.

The Town Council previously approved a piggyback agreement with Aquatic Vegetation on November 17<sup>th</sup>, 2021. This agreement had an expiration date of 9/30/2023, and the Aquatic Vegetation and South Florida Water Management have entered into the final one (1) year extension of this agreement.

### Recommendation:

Move that Town Council adopt *Resolution No. 2023-65* authorizing the extension of professional services piggyback agreement with Aquatic Vegetation Control, Inc.

**TOWN OF LOXAHATCHEE GROVES**

**RESOLUTION NO. 2023-65**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING THE EXTENSION OF PROFESSIONAL SERVICES PIGGYBACK AGREEMENT WITH AQUATIC VEGETATION CONTROL, INC.; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Aquatic Vegetation Control, Inc. (“Contractor”) was awarded a competitively selected contract with South Florida Water Management District (“SFWMD”) for aquatic vegetation control, Contract No. 4600004255 (the “Contract”); and

**WHEREAS**, on November 17, 2020, the Town Council of the Town of Loxahatchee Groves (“Town”) approved a Professional Services Agreement with the Contractor, piggybacking the Contract (“Agreement”); and

**WHEREAS**, the Contractor and SFWMD have extended the Contract through September 30, 2024; and

**WHEREAS**, the Town and the Contractor desire to extend the Agreement consistent with the term of the Contract; and

**WHEREAS**, the Town has determined the extension of the Agreement serves a public purpose.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are hereby adopted as if fully set forth herein.

**Section 2.** The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the Extension of Professional Services Piggyback Agreement with Aquatic Vegetation Control, Inc.; authorizes use of the services under the Agreement so long as the Contract is in effect; and authorizes the Town Manager to execute the documents, as provided.

**Section 3.** This Resolution shall take effect immediately upon adoption.

Councilmember \_\_\_\_\_ offered the foregoing resolution. Councilmember \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

Aye    Nay    Absent

LAURA DANOWSKI, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARIANNE MILES, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS-\_\_ DAY OF \_\_\_\_\_, 2023.**

**TOWN OF LOXAHATCHEE GROVES  
FLORIDA**

ATTEST:

\_\_\_\_\_  
Mayor Laura Danowski

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Vice Mayor Robert Shorr

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember Margaret Herzog

\_\_\_\_\_  
Councilmember Marianne Miles

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Councilmember Phillis Maniglia



155 F Road Loxahatchee Groves, FL 33470

**Agenda Item # 3**

**TO:** Town Council of Town of Loxahatchee Groves

**FROM:** Francine L. Ramaglia, Town Manager

**DATE:** October 3, 2023

**SUBJECT:** Consideration of *Resolution No. 2023-69* regarding Ratification of Florida Municipal Insurance Trust in Excess of \$25,000.00 for FY2023 and paying for FY2024

**Background:**

Section 2-134(c), Loxahatchee Groves Code requires Town Council approval of expenditures to any vendor in excess of \$25,000 within a fiscal year. The cumulative annual spending for the following vendors exceeds the \$25,000 threshold in total during FY 2023 to date or are expected to exceed the threshold by year end.

Vendor	Purpose	Total Spending	
		YTD Actual	Anticipated
Florida Municipal Insurance Trust	General Liability/Property & Casualty/E&O/Inland Mitigation Coverage from October 1, 2022, to September 30, 2023	\$160,091	\$160,091
Florida Municipal Insurance Trust	General Liability/Property & Casualty/E&O/Inland Mitigation Coverage from October 1, 2023, to September 30, 2024	\$178,742	\$178,742

**Recommendations:**

Move to approve *Resolution No. 2023-69* ratifying the purchase of goods and services in excess of \$25,000 for FY23 and approving purchase of goods and services for FY24 from Florida Municipal Insurance Trust, as listed therein, and to direct staff to work with the Town Attorney to prepare and execute any necessary agreements and/or other supporting documents.

**RESOLUTION NO. 2023-69**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RATIFYING EXPENDITURES IN EXCESS OF \$25,000.00 AND AUTHORIZING THE PAYMENT FOR SUCH; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Town has purchased goods services from Florida Municipal Insurance Trust; and

**WHEREAS**, the Town Manager has authorized the purchase of the goods and services as such has been necessary for the operations of the Town; and

**WHEREAS**, the goods and services from Florida Municipal Insurance Trust have or are anticipated to exceed \$25,000, during the 2023 fiscal year; and

**WHEREAS**, the invoice from Florida Municipal Insurance Trust for fiscal year 2024 exceeds \$25,000; and

**WHEREAS**, pursuant to Section 2-134(c), Loxahatchee Groves Code, such expenditures require approval of Town Council; and

**WHEREAS**, the Town Council has determined the purchase of the goods and services from Florida Municipal Insurance Trust for fiscal year 2023 and fiscal year 2024 in an amount exceeding \$25,000 serves a public purpose.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:**

**Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2.** The Town Council hereby ratifies the purchase of goods and services in excess of \$25,000, from Florida Municipal Insurance Trust as listed below.

Vendor	Purpose	Total Spending	
		YTD Actual	Anticipated
Florida Municipal Insurance Trust	General Liability/Property & Casualty/E&O/Inland Mitigation Coverage from October 1, 2022, to September 30, 2023	\$160,091	\$160,091
Florida Municipal Insurance Trust	General Liability/Property & Casualty/E&O/Inland Mitigation Coverage from October 1, 2023, to September 30, 2024	\$178,742	\$178,742

**Section 3.** This Resolution shall become effective immediately upon its passage and adoption.

Councilmember \_\_\_\_\_ offered the foregoing Resolution. Councilmember \_\_\_\_\_ seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
LAURA DANOWSKI, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARIANNE MILES, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS \_\_\_ DAY OF \_\_\_\_\_ 2023.**

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

ATTEST:

\_\_\_\_\_  
Laura Danowski, Mayor

\_\_\_\_\_  
Lakisha Burch, Town Clerk

\_\_\_\_\_  
Robert Shorr, Vice Mayor

\_\_\_\_\_  
Margaret Herzog, Councilmember

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Phillis Maniglia, Councilmember

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Marianne Miles, Councilmember





155 F Road Loxahatchee Groves, FL 33470

**TO: Town Council**

**FROM: Mario M. Matos, Assistant Public Works Director**

**VIA: Francine Ramaglia, Town Manager**

**DATE: October 3, 2023**

**SUBJECT: Consideration of Resolution No. 2023-68 authorizing Surplus Items in Public Works department.**

**Background:**

Town Council has authority under Florida Statutes and Town Code and Policy to declare items of tangible personal property as surplus. Surplus property is either at the end of its life cycle or the Town has no use for it. Town Council has directed staff to inventory the vehicles and equipment in the Public Works yard and identify those items that may be declared as surplus. Pursuant to the applicable laws and policies, items valued at less than \$5,000 have been provided to the Town Manager for review and declaration as surplus. Items valued at \$5,000 or greater are proposed to be declared surplus by Town Council. The two identified items are:

<u>Property</u>	<u>Value</u>	<u>Condition</u>	<u>Disposal Method</u>
John Deere 5325 Tractor "The Punisher" Year: 2007 VIN: LV5325S330273	\$10,000	Normal Wear and Tear	Sale/Auction through Royal Auction Group, Inc.
Stirling Dump Truck Year: 2000	\$28,000	Engine is not running at 100%	Sale/Auction through Royal Auction Group, Inc.

**Recommendations:**

Move to approve **Resolution No. 2023-68** declaring property as surplus and approving the method of disposal.

**RESOLUTION NO. 2023-68****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DECLARING PROPERTY AS SURPLUS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 274, Florida Statutes, the Town has the discretion to declare any tangible personal property it owns that is not otherwise lawfully disposed of and is obsolete or the continued use of which is uneconomical or inefficient or which serves no useful purpose, as surplus; and

**WHEREAS**, consistent with Chapter 274, Florida Statutes, and Section 2-136 of the Loxahatchee Groves Code, Section V.B.1. of the Loxahatchee Groves Administrative Purchasing Policy and Procedures Manual requires that Town property, including District property, that is to be declared as surplus and is valued at greater than \$5,000 must be declared as surplus and the disposal method approved by Town Council; and

**WHEREAS**, the Town Council has determined that declaring certain property, as identified herein, as surplus, and appropriate for disposal is in the best interest of the citizens of the Town of Loxahatchee Groves, Florida.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:**

**Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution; and

**Section 2.** The Town Council of the Town of Loxahatchee Groves hereby designates the following property as surplus and approves the identified method of disposal as set forth in Exhibit "A".

**Section 3.** This Resolution shall become effective immediately upon its passage and adoption.

Council Member \_\_\_\_\_ offered the foregoing Resolution. Council Member \_\_\_\_\_ seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
LAURA DANOWSKI, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARIANNE MILES, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS \_\_ DAY OF \_\_\_\_\_ 2023.**

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

ATTEST:

\_\_\_\_\_  
Mayor Laura Danowski

\_\_\_\_\_  
Lakisha Burch, Town Clerk

\_\_\_\_\_  
Vice Mayor Robert Shorr

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember Margaret Herzog

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Councilmember Marianne Miles

\_\_\_\_\_  
Councilmember Phillis Maniglia

**EXHIBIT "A"**

<u>Property</u>	<u>Value</u>	<u>Condition</u>	<u>Disposal Method</u>
John Deere 5325 Tractor "The Punisher" Year: 2007 VIN: LV5325S330273	\$10,000	Normal Wear and Tear	Sale/Auction through Royal Auction Group, Inc.
Stirling Dump Truck Year: 2000	\$28,000	Engine is not running at 100%	Sale/Auction through Royal Auction Group, Inc.



155 F Road Loxahatchee Groves, FL 33470

## Agenda Item # 5

**TO:** Town Council of Town of Loxahatchee Groves

**FROM:** Francine L. Ramaglia, Town Manager

**DATE:** October 3, 2023

**SUBJECT:** Consideration of *Resolution No. 2023-70* expressing support for the extension and continuation of the Palm Beach County One-Cent Sales Surtax to Fund Local Infrastructure Projects through December 31, 2036

### Background:

In November 2016, Palm Beach County voters approved an increase to the local sales tax from 6 cents per dollar to 7 cents per dollar which became effective on January 1, 2017. This surtax automatically sunsets on either December 31, 2026, or upon the generation of \$2.7 billion in total revenue, depending on which occurs first. The generated revenue could only be used for infrastructure projects such as schools, roads, sidewalks, and other services vital to the health and well-being of the residents and the wider community.

The Town has previously expressed support for the local sales tax interlocal agreement via Resolution 2016-36 and has benefitted from receiving the funds to improve town infrastructure and to maintain a lower property tax millage rate. *Resolution No. 2023-70* expresses support for asking voters in Palm Beach County to extend the current one-cent sales surtax for infrastructure projects through and until December 31, 2036. If approved, the resolution will be provided to the appropriate county officials, as well as the School District, and the Palm Beach County League of Cities.

The attached Resolution is a template that is being approved by other cities in the County.

### Recommendation:

Motion to approve *Resolution No. 2023-70* supporting the extension and continuation of one-cent sales surtax.

**RESOLUTION 2023-70**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, EXPRESSING SUPPORT FOR THE EXTENSION AND CONTINUATION OF THE PALM BEACH COUNTY ONE-CENT SALES SURTAX TO FUND LOCAL INFRASTRUCTURE PROJECTS THROUGH DECEMBER 31, 2036; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, in November 2016, the voters of Palm Beach County approved an increase to the local sales tax from 6 cents per dollar to 7 cents per dollar; and

**WHEREAS**, the one-cent sales surtax increase became effective on January 1, 2017, and will automatically sunset upon the earlier occurrence of either December 31, 2026, or the generation of \$2.7 billion in total revenue; and

**WHEREAS**, the generated one-cent sales surtax revenue is divided between the School District of Palm Beach County (50%), Palm Beach County (30%), and the 39 Palm Beach County municipalities (20% shared amongst them); and

**WHEREAS**, the generated one-cent sales surtax revenue may only be utilized for infrastructure projects such as roads, sidewalks, bridges, schools, parks, and government buildings and facilities; and

**WHEREAS**, infrastructure projects provide access to clean water, electricity, transportation, and other essential services, which directly impact the health and well-being of individuals, families, and the wider community; and

**WHEREAS**, the Town of Loxahatchee Groves has received one-cent sales surtax revenue in the amount of \$1,100,000 since January 1, 2017, which has allowed the Town to improve its infrastructure facilities and simultaneously maintain a lower property tax millage rate; and

**WHEREAS**, the Town of Loxahatchee Groves recognizes the direct and beneficial impact the one-cent sales surtax revenue for infrastructure projects has provided to Loxahatchee Groves residents, as well as the schools of Palm Beach County, and the surrounding communities; and

**WHEREAS**, the Town of Loxahatchee Groves supports a collaboration with the School District of Palm Beach County, Palm Beach County, and the other municipalities of Palm Beach County to extend and continue the one-cent sales surtax revenue for infrastructure projects beyond its current automatic sunset deadlines; and

**WHEREAS**, the Town of Loxahatchee Groves specifically supports seeking voter approval to continue the one-cent sales surtax revenue for infrastructure projects until December 31, 2036.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AS FOLLOWS:**

Section 1. The above recitals are true and correct and are hereby incorporated into this section of this resolution as if fully set forth herein.

Section 2. The Town Council of the Town of Loxahatchee Groves hereby expresses its support for seeking voter approval to continue the one-cent sales surtax revenue for infrastructure projects until December 31, 2036.

Section 3. The Town Manager is directed to forward this Resolution to each of the Palm Beach County Commissioners with a copy to the Palm Beach County Administrator, the Palm Beach County League of Cities, and the School District of Palm Beach County.

Section 4. This resolution shall be effective immediately upon adoption.

Councilmember \_\_\_\_\_ offered the foregoing Resolution. Councilmember \_\_\_\_\_ seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
LAURA DANOWSKI, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARIANNE MILES, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATHCHEE GROVES, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2023.**

TOWN OF LOXAHATHCHEE  
GROVES, FLORIDA

ATTEST:

\_\_\_\_\_  
Mayor Laura Danoski

\_\_\_\_\_  
Lakisha Burch, Town Clerk

\_\_\_\_\_  
Vice Mayor Robert Shorr

APPROVED AS LEGAL  
FORM:

\_\_\_\_\_  
Councilmember Margaret Herzog

\_\_\_\_\_  
Councilmember Marianne Miles

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Councilmember Phillis Maniglia



155 F Road Loxahatchee Groves, FL 33470

**Agenda Item # 6**

**TO: Town Council of Town of Loxahatchee Groves**

**FROM: Francine L. Ramaglia, Town Manager**

**DATE: October 3, 2023**

**SUBJECT: Update on Wellington's Potential Annexation of Entrada Acres and the Sluggett Property**

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**Background:**

Patricia Behn will present a report on the status of the Village of Wellington's efforts to extend its boundaries across Southern Boulevard and annex roughly 250 acres of land, immediately west of the Town's southwestern boundary known as Entrada Acres and the Sluggett property on the southwestern corner of the Seminole Pratt Whitney Road and Southern Boulevard intersection.

**Recommendation:**

Staff seeks Council input and direction.





155 F Road Loxahatchee Groves, FL 33470

**Agenda Item # 7**

**TO: Town Council of Town of Loxahatchee Groves**

**FROM: Francine L. Ramaglia, Town Manager**

**DATE: October 3, 2023**

**SUBJECT: Update on Canal Restoration and Roads**

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**Background:**

The staff will be giving an update on status of road paving and canal bank restoration.



155 F Road Loxahatchee Groves, FL 33470

## Agenda Item # 8

**TO:** Town Council of Town of Loxahatchee Groves  
**FROM:** Francine L. Ramaglia, Town Manager  
**DATE:** October 3, 2023  
**SUBJECT:** Discussion of Seasonal Permits

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### **Background:**

The staff will be providing information and suggestions relative to creating a seasonal permit for some activities that are acceptable and consistent with the rural character of the Town but for which the existing special events approval process does not provide for. Staff seeks input on whether Council would like to approve such uses, the conditions that must be met to support approval, and the type of approval granted, for example, whether they would be approved uses on the property or limited in time.

The attached document serves to provide a general list of matters to consider including setbacks, number of attendees, vendor sites, parking and stacking, temporary structures, hours of operations, buffers, etc).. This is in no way a complete list and is intended to frame the conversation.

As we approach the equestrian season more of these types of activities will become apparent; however, the seasonal permit ordinance and process implementation requires more review and crafting of language. It is anticipated the consideration of the proposed regulations by Council and PZB would be concluded by January of 2024. At that time depending on the Council's determination the operators would have to submit complete applications and go through the full process of approval if such an avenue were approved. If the regulations are rejected and special event approval was not available the operations would have to cease or be subject to code enforcement.

### **Recommendation:**

Staff seeks Council input and direction.

### Section 80-025. Special event permits.

- (A) *[Issuance.]* Permits for certain special events may be issued subject to the granting of a Special Exception and subject to compliance with this section.
- (B) *Minimum site requirements.* All special events shall require a minimum of five acres of open space with not less than 200 feet of street frontage on a public right-of-way.
- (C) *Setbacks.* No activity, temporary tent, mechanical device, temporary sanitary facility, or animal associated with any special event shall be closer than 300 feet from any surrounding residential plot, nor closer than 100 feet from a street line.
- (D) *Access.* Vehicular access onto any plot used for a special event shall be only from a public street as specified in subsection (B), above.
- (E) *Parking.* Event parking shall comply with the requirements of Article 95, "Parking and Loading" insofar as the amount of spaces required, minimum parking space size, and minimum aisle widths. All parking spaces may be on an unpaved surface. Temporary barriers, guides, signs, and other temporary markings shall be erected and placed around and within the parking area to facilitate safe and efficient vehicular traffic flow on site.
- (F) *Lighting.* Temporary lighting used to illuminate the special event after dusk shall be designed and arranged to reflect away from adjacent properties and away from any street, and shall comply with Section 50-030, "Outdoor Lighting."
- (G) *Temporary structures, exhibits, and mechanical riding devices.* Temporary structures, exhibits, and mechanical riding devices shall be permitted in conjunction with special events subject to permit and inspection requirements of all applicable town, county and state agencies. No temporary structure shall be used for living quarters. All such structures, exhibits, and mechanical riding devices shall be removed from the premises within three days after the conclusion of the event.
- (H) *Signs.* One temporary sign advertising the event may be erected on the plot where the event will be held not more than 14 days prior to the event. Such signs shall be no larger than 24 square feet in sign area and no higher than ten feet above the ground, and shall observe the site distance triangle requirement of Article 105, "Sight Distance." The sign shall be removed by the permit holder within three days of the conclusion of the special event.
- (I) *Frequency and duration.* No special event shall be permitted for a period of time exceeding three consecutive days, except that rodeos shall be limited to a maximum of three consecutive days. A total of three special events can be permitted within a calendar year on any given property. Hours of operation of any event shall be limited to 9:00 a.m. to 10:00 p.m., Sunday through Thursday, and 9:00 a.m. to midnight on Friday and Saturday. Any additional time shall require approval by the Town Council, and such requests shall be considered in conjunction with the criteria set forth in Section 170-025(A) for Special Exceptions.
- (J) *Liability insurance.* Before any permit for a special event is issued, the applicant must provide a certificate showing proof of a public premises liability and product liability insurance policy that provides coverage in the amount of \$1,000,000.00. The policy must name the Town as an additional insured and must be issued by an insurance company authorized by the Florida Department of Insurance to do business in the State of Florida. The policy must be approved by the Town Attorney prior to issuance of any special event permit.
- (K) *Performance bond.* Before any permit for a special event is issued, a performance bond or similar security acceptable to the Town and naming the Town as beneficiary in the sum of \$1,000.00, shall be executed by the applicant, as principal, and a surety company authorized to do business in the State of Florida and on the list of the United States Treasury. Such security must be approved by the Town Attorney, and shall be in effect for the duration of the special event and for six months subsequent to the end of the event. The

security shall be released at the conclusion of the six month time period upon submittal of an affidavit from the applicant that all conditions of the security have been met. The conditions of such security shall be that:

- (1) The applicant shall comply fully with all the provisions of the Town of Loxahatchee Groves Code of Ordinances and all applicable county, state or federal laws regarding the sale of goods as permitted;
  - (2) The applicant will pay all judgments rendered against said applicant for any violation of said laws; and
  - (3) The applicant will pay all judgments and costs that may be recovered against said applicant by any persons for damage from any misrepresentation or deceptive practice during the transacting of such business.
- (L) *Plans.* A plan, drawn to scale, shall be submitted to the Town as part of the Special Exception application indicating the following:
- (1) Plot dimensions;
  - (2) Adjoining streets and points of access to the plot;
  - (3) Location of all activities and temporary structures and setbacks from plot lines;
  - (4) Location and use of any permanent structures and uses existing on the plot;
  - (5) Location and amount of existing off-street parking areas, proposed temporary additional off-street parking areas and aisles, including dimensions, location of traffic markings, and signs.
  - (6) Location and number of any loud speakers and description of any use of them (i.e. music, announcements);
  - (7) Location and number of temporary restroom facilities; and
  - (8) Description of proposed waste management for both trash and portable toilet facilities.
- (M) *Permit applications.* A permit application shall be submitted to the Town Manager, at least 30 days prior to the special event. The permit application shall include the following:
- (1) The name and address of the applicant;
  - (2) The address and legal description of the plot where the event will be held;
  - (3) The dates and hours of the event;
  - (4) The type of event and sponsor, if any;
  - (5) The plan required by subsection (L) above;
  - (6) An executed performance bond as required in subsection (K) above;
  - (7) Proof of insurance as required in subsection (J) above;
  - (8) Notarized authorization of all property owners of record or their authorized agent, for use of the property for the special event;
  - (9) Proof that the Palm Beach Sheriff's Office or other security officials will be present during the event for safety, security and to direct traffic.
  - (10) A notarized affidavit of proof of posting the notice sign required by subsection (Q) herein;
  - (11) The applicable processing and inspection fee, in accordance with the fee schedule in effect;
  - (12) Proof of notification of the event to all contiguous properties and the written consent of the contiguous owners;
  - (13) Cleanup and site restoration plan.

- (N) *Agency reviews.* Prior to issuance of a permit for a special event, the following entities, as deemed appropriate on a case-by-case basis, shall review and approve the event in accordance with applicable statutes, ordinances and codes:
- (1) Town Manager;
  - (2) Town Attorney;
  - (3) Health Department (State of Florida) if approval is required;
  - (4) Department of Agriculture (State of Florida) (if food service is to be provided) if approval is required;
  - (5) Fire Marshal;
  - (6) Building Official;
  - (7) Palm Beach County Sheriff's Office; and
  - (8) Town's current waste collector.
- (O) *Permit issuance.* Once the Town Manager confirms that the application and plot are in compliance with this section and any other applicable code, statute or ordinance, the application shall be placed on the next available Town Council agenda for consideration as a Special Exception. Upon approval by the Town Council, the Town Manager shall issue the permit upon payment by the applicant of a cleanup deposit in the amount of \$1,000.00 to the Town to guarantee site restoration. The permit must be posted on the plot for the duration of the outdoor event.
- (P) *Site restoration.* The permit holder shall be responsible for restoring the plot to its original condition within seven days after the end of the special event. Failure to restore the site to its original condition shall result in forfeiture of the cleanup deposit to the Town. The cleanup deposit shall be used for restoration of the location.
- (Q) *Posting of notice.* The applicant must post a sign of sufficient size at least 30 days prior to the beginning date of the special event in a visible location on each street frontage to inform the public of the dates and nature of the special event which will be held on the property.
- (R) *[Exceptions.]* Exceptions for not-for-profit corporations holding events on their own property.
- (1) Not-for profit corporations which hold outdoor events on their own property shall be subject to all of the requirements set forth above, except the requirements for obtaining a performance bond (subsection (K)), a cleanup deposit (subsection (O)) and posting of notice (subsection (Q)).

( Ord. No. 2017-15 , § 4(Exh. C), 12-5-2017)

### Background and Discussion:

The Town's current special event regulations limit the number of special events that can occur on any one property to 3 events not exceeding 3 days in length per year on any one property. The regulations seem to be directed at and work fairly well for churches and charitable events. In reality, there are more frequent, yet intermittent types of activities that occur in Town and are generally consistent with a rural lifestyle and atmosphere and serve the demonstrated needs of the community that are in the realm of recreational/entertainment but need to have a more extended time frame or series of time frames to operate and yet are not truly permanent venues.

These operations include but are not limited to:

- Horse shows and other equestrian events,
- Wedding venues,
- Farmer's markets, craft/art shows and similar activities, and
- Camps and camping.

Under the Town's existing regulations such events are not permitted beyond the current special event regulations. Nonetheless they do continue to occur which ends up putting the Town in the situation of turning a blind eye or moving forward with code enforcement process, which because of the intermittent nature of these type of events (many of which occur on weekends) becomes a time consuming and frustrating experience for both the Town and the operator and can result in a situation wherein the operator determines the code enforcement fines are a cost of "doing business". At the same time the Town and its residents are not getting the benefit of reasonable and necessary improvements to the onsite and offsite impacts of the operation because the operators do not have a mechanism to get approvals for the activities.

Staff is suggesting a seasonal permit be created for the type of activities listed above and perhaps for others as applicable. Such permits would be available for events or series of events that cannot be accommodated by the existing special event process. Some of the possible considerations for issuing the permit could include the following (***any and all of these suggestions are prompts for discussion and need council input and direction in order to draft meaningful regulations—perhaps there are additional considerations to add***):

- Timing and Eligibility: The seasonal permit would be issued annually and would perhaps only be available on properties that are at least say 10 acres in size.
- Attendance: These permits would be applicable to events and activities that had more than say 50 people (between participants and spectators) at the event per day.

- Limited Days of Operation: There would be a limit on the total number of days per year the activity could operate depending on the type of event/activity.
- Process and Approval: The applicant would have to go through the conditional use process with Council approval for the initial application.
- Site Plan: The applicant would have to provide a site plan showing onsite parking, traffic circulation and permanent and temporary structures utilized in the events.
- Other Permits: The applicant would have to demonstrate compliance with the Town's FDA regulations and all permanent and temporary structures utilized in the events would have to have been permitted under the building code. The Town may require the applicant to identify vendors at the event and that the applicant get a BTR to operate.
- Traffic: A traffic study may be required and the applicant would have to provide a stabilized parking surface for vendors, patrons and participants of the event. The number of parking spaces required would be dependent on the anticipated number of people at the event including the participants, spectators, and service personnel. If necessary, the applicant would have to provide traffic control for the event. Any use of adjacent property for parking or traffic circulation would have to be supported by an easement or other temporary agreement for such use and those areas for circulation and parking would have to be included in the site plan.
- Lighting: If the event was going to operate after dusk the applicant would have to demonstrate appropriate lighting to protect the patrons at the event and not have any light spillage on to adjacent properties.
- Setbacks: Appropriate buffering, whether by landscaping or otherwise to minimize impacts on adjacent properties would have to be demonstrated. All event activity other than traffic circulation and parking would have to be conducted at least 50 feet from a property line.
- Insurance and Bonds: The operator would have to provide proof of insurance to the Town. A bond for potential offsite damage to the Town's infrastructure would have to be posted.
- Fees: The Town would process the application using cost recovery so that the applicant would be responsible for the costs involved in the review.
- Annual Renewals: After the initial approval by the Council, subsequent seasonal permits could be issued with Town Manager approval if the site plan and conditions proposed are consistent with the previous Council approval.
- Notice and Scheduling: The operator would have to provide the Town with notice and schedule of events at least say 15 business days before an event occurs.
- Inspections: The site would be subject to inspection for compliance with the terms and conditions of approval at any time. The fire department and sheriff's office would be consulted and offer comments for consideration by the Council as a part of the application and approval process.

As we approach the equestrian season more of these types of activities will become apparent; however, the seasonal permit ordinance and process implementation requires some more review by the Town's attorneys and planners, before it is brought forward to the PZB and then to Council for approval. It is anticipated the consideration of the proposed regulations would be concluded by January of 2024. At that time depending on the Council's determination the operators would have to submit complete applications and go through the full process of approval if such an avenue were approved. If the regulations are rejected and special event approval was not available the operations would have to cease or be subject to code enforcement.