

**AGREEMENT FOR
AUCTIONEER SERVICES**

THIS AGREEMENT, made this 25th day of November 2013, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Rene Bates Auctioneers, Inc., a Texas corporation authorized to transact business in the State of Florida ("Contractor" or "Company"), whose address and phone number are 4660 County Road 1006, McKinney, TX 75071, Phone: 972-548-9636, Fax: 972-542-5495, Email: Sheryl@renebates.com.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

- (1) Request for Proposal No. 535-11168, Auctioneering Services, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").
- (2) The Contractor's response to the RFP, dated May 17, 2013, ("Exhibit B").

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, specific direction from the City Manager (or designee)
- B. Second, this Agreement (Form P-0001) dated Nov. 25, 2013, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

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.

By signing this Agreement, the Contractor represents that it 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 contract period shall commence on October 15, 2013 and shall end on October 14, 2015. 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 such fiscal year shall be subject to 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

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are 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.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

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.

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 aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager 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 contract 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 he/she/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 contract 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 contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, 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 Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 North Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

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 he/she/it is qualified to perform the Work, that Contractor and his/her/its 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, 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 contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

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, 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 a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, 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 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 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.

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

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

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.

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 Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their 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.

AA. 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:

- A. 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;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. 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
- D. 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.

BB. 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), this Section applies to any contract for goods or services of \$1 million or more:

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 (2013), as may be amended or revised. The City may terminate this Contract 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 (2013), 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 has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2013), as may be amended or revised.

CC. Public Records

Contractor shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, 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.

- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

CITY OF FORT LAUDERDALE

By: [Signature]
City Manager

Approved as to form:

[Signature]
Senior Assistant City Attorney

ATTEST

By: [Signature]
Print Name: Rene Bates
Title: Secretary

CONTRACTOR

By: [Signature]
Sheryl L. Bates
President

(CORPORATE SEAL)

STATE OF Texas :
COUNTY OF Collin :

The foregoing instrument was acknowledged before me this 22 day of November, 2013, by Sheryl L. Bates as President for Rene Bates Auctioneers, Inc., a Texas corporation authorized to transact business in the State of Florida.

(SEAL)

[Signature]
Notary Public, State of Texas
(Signature of Notary Public)

[Notary Seal]
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____



Solicitation 535-11168

Auctioneer Services

Bid designation: Public



CITY OF FORT LAUDERDALE

City of Fort Lauderdale

Bid 535-11168 Auctioneer Services

Bid Number **535-11168**
Bid Title **Auctioneer Services**

Bid Start Date **Apr 26, 2013 8:31:54 AM EDT**
Bid End Date **May 22, 2013 2:00:00 PM EDT**
Question &
Answer End
Date **May 8, 2013 5:00:00 PM EDT**

Bid Contact **AnnDebra Diaz**
Procurement Specialist II
Procurement
954-828-5949
adiaz@fortlauderdale.gov

Bid Contact **Jim Hemphill**
Sr. Procurement Specialist
Procurement Department
954-828-5143
jhemphill@fortlauderdale.gov

Description

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide Auctioneer Services in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

Added on May 9, 2013:

Addendum #1 has been added to the Documents Page

Added on May 16, 2013:

Part VII - Cost Proposal Page should be added as the last section to the proposal submittal.
All other terms, conditions and specifications remain unchanged.

Changes made on May 9, 2013 3:39:43 PM EDT

Description/Bid Comments **(Information was added)**

RFP # 535-11168
TITLE: Auctioneer Services

PART I – INTRODUCTION/INFORMATION

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide Auctioneer Services in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Procurement Specialist AnnDebra Diaz at (954) 828-5949 or email at adiaz@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. 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. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. 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.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

04. PRE-PROPOSAL CONFERENCE AND SITE VISIT

There will not be a pre-bid conference or site visit for this Request for Proposal.

05. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

06. PRICING/DELIVERY

All pricing should be identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages.

Contractor must quote a firm, fixed annual price for all services stated in the RFP, which includes any travel associated with coming to the City of Fort Lauderdale.

07. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. AWARD

Award may be by Group or Item (one award for standard service and one for full service), whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid solicitation.

09. PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. 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.

PART II - RFP SCHEDULE

EVENT	DATE/TIME
Release of RFP	Friday, April 26, 2013
Deadline for Questions/Request for Clarifications	Wednesday, May 8, 2013
Addendum Issued (if required)	Monday, May 13, 2013 (estimated)
Proposal Due Date/Time (Deadline)	Wednesday, May 22, 2013 / 2:00PM

PART III - SPECIAL CONDITIONS**01. GENERAL CONDITIONS**

RFP General Conditions Form G-107 Rev. 01/13 (GC) are included and made a part of this RFP.

02. 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.

03. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

04. CONTRACTORS' COSTS

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

05. RULES AND PROPOSALS

The signer of the proposal must declare 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 principal Contractor.

06. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City or September 5, 2013, whichever is later, and shall expire two (2) 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 ninety (90) 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.

07. COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term (two years). No cost increases shall be accepted in this initial contract term. Please consider this when providing your 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. Dep't. 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.

08. 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).

09. INVOICES/PAYMENT

A payment schedule based upon agreed upon deliverables may be developed with the awarded vendor.

10. RELATED EXPENSES/TRAVEL EXPENSES

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

11. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

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

Contractor 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.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. 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 Contractor thirty (30) days written notice.

12. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of the Contract 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 on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor 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 Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

13. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, 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 Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale 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. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Crime Coverage / Credit Card Dishonesty Coverage \$1,000,000

If you accept credit cards as a form of payment from bidders, you are required to provide proof that your firm maintains insurance coverage specifically for cyber related crimes relating to the transmission of credit card information over your website.

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

14. SUBCONTRACTORS

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 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.

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.

15. INSURANCE – SUBCONTRACTORS

Contractor shall require all of its subcontractors to provide the aforementioned 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.

16. **INSURANCE FOR COLLECTION OF CREDIT CARD PAYMENTS**

The successful contractor will need to provide proof that they maintain insurance coverage in an amount of not less than \$1,000,000 specifically for cyber related crimes relating to the transmission of credit card information over their website that can include but are not limited to criminal activity involving the information technology infrastructure, including illegal access (unauthorized access), illegal interception (by technical means of non-public transmissions of computer data to, from or within a computer system), data interference (unauthorized damaging, deletion, deterioration, alteration or suppression of computer data), systems interference (interfering with the functioning of a computer system by inputting, transmitting, damaging, deleting, deteriorating, altering or suppressing computer data), misuse of devices, forgery (ID theft), and electronic fraud.

19. **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:

A. 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;

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

C. 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

D. 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.

20. **PUBLIC ENTITY CRIMES**

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases

of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, 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 Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

21. **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.

22. **CANADIAN COMPANIES**

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.

23. **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-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 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/clerk/LobbyistDocs/lobbyistord1009.pdf>

24. **BID TABULATIONS/INTENT TO AWARD**

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

25. **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 <http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. BACKGROUND INFORMATION

The City of Fort Lauderdale, Florida is seeking proposals from qualified vendors and entities authorized to do business in the State of Florida to provide auctioneer services. There may be two contracts awarded, one for Standard On-line auction services and one for Full Service on-line auction services. Full service includes the auctioneer picking up the items from our site, preparing them for auction, taking pictures, preparing description and listing them on their site and delivery to the willing bidder. The City's objectives include efficiently disposing of excess / surplus properties to increase revenues while decreasing the cost of storing unwanted or obsolete items.

NOTE: City procedures do not allow for buyers premium in our auctions. DO NOT OFFER A PROPOSAL THAT INCLUDES A BUYERS PREMIUM MODEL OF AUCTION. Any proposal that requires a buyer's premium will be found non-responsive.

The City reserves the right to award this proposal in whole or in part, whichever is in the best interest of the City. Proposers are eligible to offer on-line auction services, full service on-line auction services or both.

The items auctioned range from boats, passenger vehicles (autos, pick-up trucks, vans, SUV's, work trucks, etc.) heavy duty vehicles / work equipment, office equipment and furniture, personal computers, miscellaneous police confiscation items and found property, and other miscellaneous items.

No guarantee is expressed or implied as to the total quantity or value of items to be sold under this contract.

02. SCOPE OF WORK

The sole intent and purpose of this Proposal is to obtain secure annual pricing for auctioneer services for the City of Fort Lauderdale. Services specified herein are required as minimum services. Auctioneer may offer expanded services that support the goals of these specifications and the City's objectives, if they are included in their price.

"STANDARD" INTERNET AUCTION SERVICES

1. Scheduling

The successful Contractor shall provide a comprehensive web based auction system that is capable of conducting on-line auctions 24 hours a day, 7 days a week. System should allow for the City to conduct auctions as often as the City chooses to hold them throughout the year. The vendor must have processing centers already in place to handle the City's auction requirements.

Items that the City submits for auction shall be ready to upload to the vendor's site within two days of submittal unless approval of additional time is granted by City staff due to special circumstances.

2. Advertising

It will be both the City's and the Contractors responsibility to advertise the City's auctions

Contractor should have a sufficient, extensive up to date database of active buyers and potential buyers.

Contractor shall market city auctions to their registered on-line bidders in their database.

Contractor should market / advertise nationally and internationally.

3. Auctioneer Provided Services (minimum)

Fully operational and secure internet auction server/site that shall display photos, give full description, display current bid, allow on-line bidding and capability to close bidding effectively.

System should allow for extended bidding when necessary (Bidding continues if there is strong activity right before scheduled closing time).

Uploading at least four pictures of each item along with full descriptions.

Work with City employee to set starting bid prices (minimum bids).

Post items online for approximately two to four weeks.

Advertise / promote bid.

Sell to successful responsive and responsible bidder.

Train City Staff on use of system when necessary.

Collecting payments from winning bidders .

Handling item disputes involving bidding process and payments.

Coordinate with winning bidder on how and when to pick up their items per direction from City staff.

Generate and send both City and Buyer a "PAID" receipt (Electronically).

Submit final sales reports to City.

Submit auction proceeds to City (less auctioneer commission and sales tax), within ten days of sell.

Remit all sales tax collected to the State of Florida in accordance with the Florida Administrative Code 12A-1.066.

Provide detailed financial and summary reports of all transactions as required by City of Fort Lauderdale.

Provide accurate contact information on bidders / buyers.

Provide easily accessible and responsive technical support and customer service to bidders.

Provide 'help desk' for City staff to train City staff and answer questions. Assistance shall be available during normal business hours EDT. Toll free number preferred.

Marketing /promoting site constantly to entice a larger pool of bidders.

Provide audit records to detail sale for all items submitted. To include records of bids received, awarded bidder, payment terms, and other pertinent information.

4. Labor and Equipment to be provided by the City:

Storage of Auction items until sold.

Provide complete descriptions including any major known defects.

Provide Digital pictures (at least four showing all sides of item).

Attach federal 'As is' / "Where is" stickers to vehicles.

Title work – Transfer all titles to buyer after proof of payment (receipt).

Assist with marketing.

Items auctioned through this Internet process will include all requirements as indicated in these specifications and be billed at the percentage rate as stated on the Cost Proposal page.

"FULL SERVICE" INTERNET AUCTION SERVICES

For this service, the auctioneer shall handle the pickup of the item from the City at their expense, conduct detailed inspection of item, process and refurbish item as required, take photos to show all sides to give potential bidders a complete view of item, coordinate with City staff on appraisal of item and provide detailed description of item, Provide bar codes, manifest, etc. for tracking purposes, upload photos and description to company website for sale, collect payment from winning bidder, assure delivery of item to winning bidder (ship to them, arrange for pick up, etc.), remit payment to City (less auction fee and taxes). See item #3 below for further requirements.

1. Scheduling

The successful Contractor shall provide a comprehensive web based auction system that is capable of conducting on-line auctions 24 hours a day, 7 days a week. System should allow for the City to conduct auctions as often as the City chooses to hold them throughout the year. The vendor must have processing centers already in place to handle the City's auction requirements.

Items that the City submits for auction should be ready to upload to the vendor's site within 5 business days after pick up for the City.

2. Advertising

It will be both the City's and the Contractors responsibility to advertise the City's auctions Contractor should have a sufficient, extensive up to date database of active buyers and potential buyers.

Contractor shall market city's auctions to the registered on-line bidders in their database.

Contractor should have the ability to market / advertise nationally and internationally.

3. Auctioneer Provided Services (minimum)

Fully operational and secure Internet auction server/site that shall display photos, give full description, display current bid, allow on-line bidding and capability to close bidding effectively.

System should allow for extended bidding when necessary (Bidding continues if there is strong activity right before scheduled closing time)

Pick up Items (at auctioneer's expense) from City of Fort Lauderdale upon request from designated City Staff.

Inspect and process item for auction

Provide bar code or other means for identification, tracking and auditing purposes.

Refurbish / repair / clean items as required

Appraisal and/or work with City employee to set starting bid prices (minimum bids)

Provide complete descriptions including any major known defects

Provide Digital pictures (at least four showing all sides of item)

Uploading pictures of each item along with full descriptions

Post items online for at least two to four weeks

Advertise/promote bid

Storage of Auction items until sold

Collecting / processing payments from successful bidders

Deliver item to successful bidder

Handling item disputes involving auction process and payments

Generate and send both City and Buyer a "PAID" receipt (Electronically)

Submit final sales reports to City

Submit auction proceeds to City (less auctioneer commission and sales tax), within ten days of sell

Remit all sales tax collected to the State of Florida in accordance with the Florida Administrative Code 12A-1.066.

Provide detailed financial and summary reports of all transactions as required by City of Fort Lauderdale

Provide accurate contact information on bidders / buyers

Provide easily accessible and responsive technical support and customer service to bidders.

Provide 'help desk' for City staff to train City staff and answer questions. Assistance shall be available during normal business hours EDT. Toll free number required.

Marketing /promoting site constantly to entice a larger pool of bidders

4. Auction Coordination

Auctioneer shall be responsible for coordination of all auction activities with City staff. Primary City contact person shall be with the Procurement division, to who auctioneer or project administrator will report. Auctioneer shall offer suggestions, on a timely basis, for maximizing sale value of items. The City reserves the right to add/delete items from the list

The auctioneer shall handle any disputes that arise during the auction and shall ask for the assistance of the Purchasing Auction Project Manager if required for resolution.

Items auctioned through this Internet process will include all requirements as indicated in these specifications and be billed at the percentage rate as stated on the Cost Proposal page.

NOTE: The procedures indicated above are to be considered as standard procedures. There may be special circumstances or specific items that may require different procedures.

03. LICENSING REQUIREMENTS

An Auctioneer is subject to the licensing requirements of Florida Statute Chapter 468.

In accordance with Florida Statutes 468.385 (2) 'No person shall auction or offer to auction any property in this state unless he or she is licensed by the department or is exempt from licensure under this act'

Any vendor awarded this contract must adhere to the requirements of the Florida Administrative Code 12A-1.066 Auctioneers, Agents, Brokers and Factors.

PART V – PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below:

Experience, qualifications, and past performance of the proposing firm; Professional Licenses and Certificates; References, Governmental / Public Sector client experience. Results / outcomes of sales for governmental / public sector clients.	20%
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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 'hits' your site gets per month (substantiated);	20%
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Approach to scope of work. Including your understanding of the City's requirements and how your offering addresses those requirements; Marketing initiatives / advertising; Reports available / paperwork / form requirements, Procedures / details associated with how your firm conducts an auction, reliance on subcontracting (if any); Services offered to both the client (City) and customer (bidder); checks and balances. Reports and other associated paperwork.	30%
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Percentage fee charged to the City (lowest % rated the highest)	30%
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TOTAL PERCENT AVAILABLE:	100%
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An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one; the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may then conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer 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 to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

THIS IS A PAPER RFP WITH CD's. All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Division, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL HARD COPY, PLUS (2) ADDITIONAL HARD COPIES OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.

THE ABOVE REQUIREMENTS TOTAL (3) HARD COPIES OF YOUR PROPOSAL. CONTRACTORS SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. CONTRACTOR SHOULD PROVIDE (4) CD COPIES OF YOUR PROPOSAL. CD COPIES MUST MATCH THE ORIGINAL HARDCOPY. IN CASE OF ANY DISCREPENCY BETWEEN THE ORIGINAL HARD COPIES AND THE CD, THE ORIGINAL HARD COPY PREVAILS. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.

PART VII - PROPOSAL PAGES – COST PROPOSAL

Proposer Name _____

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

Cost to the City: Contractor must quote firm, fixed, annual rate for all services identified in this request for proposal. This firm fixed annual rate includes any costs for travel to the City. No other costs will be accepted. This firm fixed annual rate will be the same for the initial contract period.

A 'split fee' proposal (example one fee for sales up to a certain dollar amount and another for sales over that dollar amount; or one fee for one type of item – such as vehicles, and another fee for another type of item – such as miscellaneous surplus) will not be considered. Proposer must provide one firm fixed fee for each service.

Proposer may submit fee for one or both services

Auctioneer shall, as its sole compensation for services provided, receive commission based on the proposed percentage of gross sales proceeds generated from each auction (not to include sales tax).

Failure to use the City's COST PROPOSAL Page and provide fees as requested in this RFP, may deem your proposal non-responsive.

- 1. Percentage Fee for **STANDARD** On-line Auction Services _____ %
- 2. Percentage Fee for **FULL SERVICE** On-line Auction Services _____ %

PART VIII - PROPOSAL PAGES - TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

- A: BID/PROPOSAL SIGNATURE PAGE
- B: NON-COLLUSION STATEMENT
- C: LETTER OF TRANSMITTAL
 This letter will summarize in a brief and concise manner, the proposer's understanding of the scope of work and make a positive commitment to perform the work. Indicate if you are submitting for "standard" internet auction services, "full service" internet auction services or both. The letter must name all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons. An authorized agent of the proposer must sign the Letter of Transmittal indicating the agent's title or authority. The proposal shall name all persons or entities interested in the proposal as principals. ***The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.*** The letter should not exceed two pages in length.
- D: FUNCTIONAL REQUIREMENTS
 Discuss your understanding of the City's requirements and how your offering addresses those requirements.
- E: COMPANY PROFILE
 Legal name, address, Telephone number, Fax number, E-mail address, Web page address, etc. of the proposer, together with legal entity(corporation, partnership, etc.) State of incorporation (if applicable); Number of employees in the firm; Provide number of years in business under the same name and provide any other names the company may have operated under previously; State whether the firm is local, regional, or national; Give a list of owners and/or partners and managers of the firm. Include names, addresses and phone numbers.
- F: PROFESSIONAL LICENSES AND CERTIFICATES; INSURANCE
 Submit a copy of all Licenses, Certificates, Registrations, Permits etc. that your company / staff possesses – to include, but not be limited to occupational, state and local, registrations, etc. required to perform the services required. Submit occupational license from entity where business is located.
 Provide evidence of current levels of insurance in areas identified in Proposal.
- G: REFERENCES
 Minimum of six (6) references of auctions performed with a minimum of two references being for a government entity within the past three years. Reference list to provide listing of references that are similar to the City of Fort Lauderdale requirements. List to include a brief description of similar accounts and size, satisfactorily completed by proposer identified in the proposal with location, dates of contracts, Contact names,

addresses, phone numbers, auction dates, summary of items auctioned, advertising budget and number of registered bidders. **DO NOT INCLUDE CITY OF FORT LAUDERDALE OR ITS EMPLOYEES AS A REFERENCE.**

H. **MARKETING**

Provide information on your marketing techniques and scope of reach; Methods of contacting potential buyers; all other information regarding your standard marketing initiatives. Submit a sample of your marketing material. Identify summary of advertising journals that will be used for City of Fort Lauderdale and/or other methods that are of **no charge** to the City.

Identify how your mailing database is categorized and how bidders will be chosen to receive information for the City of Fort Lauderdale auction. Proposers shall also give the number of registered bidders in your database and estimated number of bidders that would be mailed a notice that would have interest in the City auction. Indicate and substantiate the percentage of 'regular' buyers (meaning more than 4 times a year) in your database. Elaborate on you resources for specialty type items that the City may wish to sell (ex. special heavy equipment, Specialty vehicles used by City/County government, etc.)

I. **OTHER STANDARDS USED**

List in detail, any additional standards and/or practices of your firm that you consider worthy of consideration by the Evaluation Committee in evaluating your proposal.

J. **EXPERIENCE**

Describe your history and experience with doing both "standard" and "full service" internet auctions. Provide complete substantiation of your capacity to provide and support an on-line auction site. Detail any experience with clients from the public sector and outcome / results of services provided to other clients of similar size and scope of the City of Fort Lauderdale.

K. **PROCEDURES**

Thoroughly detail how you will work with the City of Fort Lauderdale. Describe the services offered; Detail your procedures for both "standard" and "full service" internet auctions from request from agency through finalizing the sale. Include all necessary paperwork (if any) that you require from both the agency and the buyer.

L. **WEBSITE**

Provide screen shots of your web pages and explain the benefits of your system / site. Document / Substantiate the average number of 'hits' your web site gets per month for your most recent fiscal year, (minimum of six (6) million required); number of registered bidders (minimum of 25,000 required).

Also discuss the safeguards / security of your website. What is the yearly average percentage of down time your site encounters? What systems do you have in place to prevent downtimes and other types of computer glitches / problems? Discuss the maintenance you perform on your system.

M. **REPORTS**

List and provide a sample of all reports that you offer to the City for this contract. Include or attach a sample of each relevant report that will be available either via the

Internet or by mail/fax and the range of time periods available (daily, weekly, monthly, etc)

N. CUSTOMER SUPPORT

1. Describe service and support that you offer bidders / buyers
2. Describe your dispute resolution (if any) that you provide on behalf of the agency (example: if a buyer defaults, reneges or other such problems that may arise)

O. ITEMS NOT INCLUDED IN YOUR PROPOSAL

Discuss / explain any requirements of the RFP that are not included in your proposal.

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions 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) 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 ninety (90) 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.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

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

This Section applies to any contract for goods or services of \$1 million or more:

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 (2011), as may be amended or revised. The City may terminate this Contract 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 (2011), 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 has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), 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) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

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 person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

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 – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called; for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

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 in 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 cashiers 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 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. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

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 DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

**THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>**

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:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, 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 TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to 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:
- Bidders 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, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 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:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. 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 its best interest as determined by the City, to cancel 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 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 should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their 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.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 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 themselves 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 him for 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.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from 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 its 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 all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 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.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

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.

NAME

RELATIONSHIPS

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.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed 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. 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.

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: _____
(signature) (date)

Name (printed) _____ Title: _____

Company: (Legal Registration) _____

CONTRACTOR, IF FOREIGN CORPORATION, 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/>).

Address: _____

City _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____ Email: _____

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

Payment Terms (section 1.04): _____ Total Bid Discount (section 1.05): _____

Does your firm qualify for MBE or WBE status (section 1.09): MBE _____ WBE _____

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

Addendum No. _____ Date Issued _____

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES _____ NO _____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

revised 6-16-11



City of Fort Lauderdale • Procurement Services Department
100 N. Andrews Avenue, #619 • Fort Lauderdale, Florida 33301
954-828-5933 FAX 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

RFP 535-11168
Auctioneer Services

ISSUED 5/9/13

1. This addendum is being issued to make the following change / correction:

Please be advised that the Full Service On Line Auction Services requirements do not include Vehicles or vessels (autos, boats, pick up trucks, vans, SUV's, work trucks, Heavy duty vehicles, etc.)

All other terms, conditions, and specifications remain unchanged.

James T. Hemphill
Sr. Procurement Specialist

Company
Name: _____
(please print)

Bidder's
Signature: _____

Date: _____

Question and Answers for Bid #535-11168 - Auctioneer Services

OVERALL BID QUESTIONS

Question 1

The City prefers all responses to this RFP to be less than 50 pages. Are attachments and publications considered part of this 50 page preference? For example, would sample reports, sample brochures and advertising, web site screen shots, copies of licenses, certifications, permits, etc. count in the 50 page preference? **(Submitted: Apr 29, 2013 4:29:36 PM EDT)**

Answer

- Although the City prefers all responses to this RFP to be less than 50 pages, it is not a requirement. Please keep as close to 50 pages as possible. **(Answered: Apr 30, 2013 7:49:09 AM EDT)**

Question 2

1. In reference to Part IV & Technical Specifications/Scope of Services, it says you do not allow for a Buyer's Premium Model. Considering that our Vehicles Auctions have a Buyer's Premium built into it, is it possible to bid our services for miscellaneous and surplus property only (minus vehicles)? **(Submitted: May 6, 2013 11:21:50 AM EDT)**

Answer

- Split Fee proposals are not allowed. **(Answered: May 6, 2013 11:40:14 AM EDT)**

Question 3

2. In reference to Part VII - Proposal Pages - Cost Proposal, it says "a 'split fee' proposal...will not be considered. Our standard business model and pricing structure has several auction programs, and vehicle auctions are separate from miscellaneous items auctions. Is there no exception to be made for the pricing structure of this Bid? **(Submitted: May 6, 2013 11:22:59 AM EDT)**

Answer

- Split fee proposals are not allowed. **(Answered: May 6, 2013 11:40:14 AM EDT)**

Question 4

What is meant by the term 'processing center'? Is the contractor meant to pick up and to store all items available for sale, as well as to manage shipping to winning bidders, even for Internet-only sales? **(Submitted: May 8, 2013 10:55:23 AM EDT)**

Answer

- Processing Center means a facility to conduct on-line auction services. There are two type of services specified, 'Standard' and 'Full Service' the requirements and specifications for each are indicated in Part IV - Technical Specifications / Scope of Services. **(Answered: May 9, 2013 9:19:56 AM EDT)**

Question 5

Are Internet-only auctions pick-up only or will there be shipping? **(Submitted: May 8, 2013 10:55:41 AM EDT)**

Answer

- Not sure what you mean by 'Internet-Only' auctions. 'Standard' Auction services require the bidders to pick up. **(Answered: May 9, 2013 9:19:56 AM EDT)**

Question 6

Is the contractor required to refurbish/repair/clean items prior to auction? **(Submitted: May 8, 2013 10:56:48 AM EDT)**

Answer

- Yes - as/if required for Full Service auction service. **(Answered: May 9, 2013 9:19:56 AM EDT)**

Question 7

To submit a copy of all sample reports as well as appropriate marketing exhibits and other important materials would render the RFP well past the 50-page allotment. Are exhibits considered part of the 50-page guideline? Are contractors penalized for exceeding the 50-page guideline. **(Submitted: May 8, 2013 10:59:05 AM EDT)**

Answer

- The 50 page limitation is a preference, it is not an absolute requirement, therefore there is no penalty. **(Answered: May 9, 2013 9:19:56 AM EDT)**



RENÉ BATES



AUCTIONEERS, INC.

4880 CR 1006
McKinney, Texas 75071-0614
(972) 948-8836
www.renebates.com
rbat@renebates.com

RENÉ BATES AUCTIONEERS, INC.

PREPARED FOR THE CITY OF FORT LAUDERDALE, FLORIDA



Venico of America

RESPONSE TO RFP #535-11168
AUCTIONEER SERVICES

Due: Wednesday, May 22, 2013 at 2:00 PM

COPY

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Cost Proposal

PART VII - PROPOSAL PAGES - COST PROPOSAL

Proposer Name

Rene' Bates Auctioneers Inc

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

Cost to the City: Contractor must quote firm, fixed, annual rate for all services identified in this request for proposal. This firm fixed annual rate includes any costs for travel to the City. No other costs will be accepted. This firm fixed annual rate will be the same for the initial contract period.

A 'split fee' proposal (example one fee for sales up to a certain dollar amount and another for sales over that dollar amount; or one fee for one type of item – such as vehicles, and another fee for another type of item – such as miscellaneous surplus) will not be considered. Proposer must provide one firm fixed fee for each service.

Proposer may submit fee for one or both services

Auctioneer shall, as its sole compensation for services provided, receive commission based on the proposed percentage of gross sales proceeds generated from each auction (not to include sales tax).

Failure to use the City's COST PROPOSAL Page and provide fees as requested in this RFP, may deem your proposal non-responsive.

1. Percentage Fee for STANDARD On-line Auction Services 3.75 %
2. Percentage Fee for FULL SERVICE On-line Auction Services NA %

Section A: Bid/Proposal Signature Page

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 819, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed 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. 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.

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: [Signature] (signature) 5-17-13 (date)

Name (printed) Sheryl Bates Title: President

Company: (Legal Registration) Rene Bates Auctioneers Inc

CONTRACTOR, IF FOREIGN CORPORATION, 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/>).

Address: 4660 County Road 1006

City McKinney State TX zip 75071

Telephone No. 9725489636 FAX No. 9725425445 Email: Sheryl@renebates.com

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

Payment Terms (section 1.04): NA Total Bid Discount (section 1.05): NA

Does your firm qualify for MBE or WBE status (section 1.09): MBE NO WBE YES

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

Addendum No. #1 Date Issued 5-9-13 [Signature]

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services? NA
YES _____ NO _____ NA

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variations: NA

revised 6-16-11



City of Fort Lauderdale • Procurement Services Department
100 N. Andrews Avenue, #619 • Fort Lauderdale, Florida 33301
954-828-5933 FAX 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

RFP 535-11168
Auctioneer Services

ISSUED 5/9/13

1. This addendum is being issued to make the following change / correction:

Please be advised that the Full Service On Line Auction Services requirements do not include Vehicles or vessels (autos, boats, pick up trucks, vans, SUV's, work trucks, Heavy duty vehicles, etc.)

All other terms, conditions, and specifications remain unchanged.

James T. Hemphill
Sr. Procurement Specialist

Company Name: René Bates Auctioneers Inc
(please print)

Bidder's Signature: [Handwritten Signature] Sheryl Bates President

Date: 5-9-13

Section B: Non-Collusion Statement

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.

None - René Bates Auctioneers, Inc.
by: Sheryl Bates Sheryl Bates, President
5-17-13

Section C: Letter of Transmittal

May 17, 2013

City of Fort Lauderdale, Florida
Procurement Services Division
Room 619, City Hall
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

Re: RFP No. 535-11168 - Auctioneer Services

To Whom It May Concern:

Thank you for the opportunity to bid on your RFP #535-11168 for Auctioneer Services. We are submitting a proposal for the "Standard" internet Auction Services only.

Rene' Bates Auctioneers, Inc. (RBAI) has read, understands and will fully comply with all services as required by this RFP. The terms, conditions and specifications as set forth in this RFP can and will be accomplished within the designated time frames set forth by the City. We are confident that we can furnish these services in a manner which will bring the most benefit to the City. Our company has all the permits required to do business in the State of Florida including, but not limited to, our Florida sales tax permit. We have been collecting and filing sales tax for our Florida clients for more than **20 years** and have the experience and knowledge to ensure that all sales tax is collected and accounted for on your behalf according to the guidelines of the Florida Department of Revenue.

Rene' Bates Auctioneers, Inc. (RBAI) has been conducting auctions for governmental entities since 1966. Since that time, we have conducted thousands of live and online auctions for those clients. **Our company's presence conducting auctions in Florida since 1976** ensures that the City will benefit from our vast buyer database of proven, legitimate Florida buyers as well as national and international buyers. We continue to gain new clients in the State of Florida, most recently the City of Miami, under the Southeast Governmental Purchasing Cooperative Group award. Our extensive experience in Florida includes clients such as Brevard County, Broward Sheriff's Office, Volusia County, the Cities of Homestead, Lauderdale Lakes, Lighthouse Point, Miami, Miami Gardens, Dania Beach, Deerfield Beach, Homestead, North Miami Beach, Oakland Park, Pembroke Pines, Pompano Beach, Sunrise, Tamarac, the Towns of Lauderdale-By-The-Sea and Surfside and others such as Florida Power & Light. In these auctions alone we have sold more than 6100 lots totaling more than \$14 million dollars with in excess of 91,000 bids placed.

THE RESULTS THAT WE HAVE DELIVERED AND SERVICE THAT WE HAVE PROVIDED FOR OUR CLIENTS, AUCTION BY AUCTION, YEAR AFTER YEAR, AND DECADE AFTER DECADE are driven by our commitment to not being the largest, but rather the best provider of auction services with a proven track record of top results. We urge you to visit our website to view the number of auctions that we are conducting at

any given time. All auctions listed are active auctions or have very recently ended. We do not just post a list of past, current or possible clients to make it appear we are conducting more auctions than we actually are. We are so confident in our services that in addition to the list of references we provide in our response, we invite you to make contact with any of our clients.

RBAI is a licensed auction company as well as the owners in the State of Florida and have a full understanding of what is required and needed to complete the auction services required by the City. We have full time dedicated staff to handle your auction from start to finish and the owners are always just a phone call away.

All officers of the company are authorized to make representations on behalf of Rene' Bates Auctioneers, Inc. and the signature of any one of the officers is binding as it relates to contracts. The officers of the company listed below are all persons interested in the proposal as principals of Rene' Bates Auctioneers, Inc.:

Sheryl Bates - President/Owner; 4660 CR 1006, McKinney, TX 75071 972.548.9636

Rene' Bates - Sec/Treas & Owner; 4660 CR 1006, McKinney, TX 75071 972-740.7188

Michelle R. Bates - Vice President; 4660 CR 1006, McKinney, TX 75071 972.548.9636

Rene' Bates Auctioneers, Inc. has been advertising governmental auctions for over 47 years. We use all types of advertising mediums from newspaper and trade journal ads to our internet web page and email notifications. Many of our clients have retained our services on a repeat basis; some since 1966. We feel that a part of this is a direct result of our advertising efforts bringing major vehicle, equipment and miscellaneous buyers to our auctions.

Again, we appreciate the opportunity to submit this bid for your Auctioneering Services. Our experience in conducting and marketing governmental auctions since 1966 has provided us with extensive knowledge on how to ensure that your auction is a success and that we obtain the highest revenue possible on your surplus items.

Please note that this proposal is being made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Sincerely,



Sheryl L. Bates
President, Director & Shareholder

Section D: Functional Requirements

RBAI has read and understands the City's requirements as set forth in this RFP. We have addressed those requirements as follows:

Section E addresses our company, its legal status, owners and employees and how long we have been in business. Section F provides proof of all professional licenses, certificates and types of insurance that our company carries.

Section G provides references of the type similar to those of the City of Fort Lauderdale and includes all information necessary to verify those references.

Section H goes into detail regarding our marketing procedures. We give information on how we accomplish advertising for your sale as well as who we market directly to and how that marketing is done. We have provided samples of external advertising. In addition, we address how we target our buyers and potential buyers through the various methods of contact that we utilize.

Section I gives the City information on additional services that we provide to our buyers and sellers. These standards or practices are some that may be of particular interest to the City and should certainly be considered as a part of the overall package that we offer for our auction services.

Section J is a snapshot of our history and experience in conducting auctions. We have provided you with actual results on individual items and also a summary of the number of auctions/items that we have conducted and included total dollars that we have generated for our clients. We feel that the numbers we have given you are solid proof of our experience in conducting auctions and the sheer number of auctions combined with our number of years in business can certainly substantiate our ability to provide these services to the City.

Section K will walk you through the procedure of online auctions from start to finish. This includes all the responsibilities of RBAI as well as what role the City will play in the process.

Section L explains our website in detail. We have basically given a site map which shows how easy it is for a bidder to interact with our site and where they can obtain information. This section will also discuss the statistics of our site as it relates to traffic and number of bidders. We also provide detail on how we ensure the safety and security of our site, how potential problems are addressed and how the maintenance on our system is performed.

Section M includes copies of reports available to the City and an explanation of those reports. Section N details the service and support we offer bidders as well as how RBAI will be involved in any dispute resolution.

Our response in this RFP shows that RBAI has a complete and concise understanding of the Functional Requirements needed to provide these services to the City.

Section E: Company Profile

Rene' Bates Auctioneers, Inc.
4660 County Road 1006
McKinney, Texas 75071

Phone: 972.548.9636

Fax: 972.542.5495

Email Address: sheryl@renebates.com

Web page: www.renebates.com

Legal Entity: A Texas Corporation

Number of employees: 6 Full-time office staff not including officers listed below

Number of years in business: 47

Rene' Bates Auctioneers, Inc. has operated under the same name since inception

Rene' Bates Auctioneers, Inc. is a national firm

Owners/Managers of the Firm are:

Sheryl L. Bates - President, Director and Shareholder

4660 County Road 1006, McKinney, Texas 75071 Phone: 972.548.9636

Rene' Bates - Secretary/Treasurer, Director and Shareholder

4660 County Road 1006, McKinney, Texas 75071 Phone: 972.740.7188

Michelle R. Bates - Vice President and Director

4660 County Road 1006, McKinney, Texas 75071 Phone: 972.548.9636

Section F: Professional Licenses and Certifications; Insurance

Attached please find copies of the following licenses for Rene' Bates Auctioneers, Inc. (RBAI) and its owners/directors:

State of Florida Auction Company License for Rene' Bates Auctioneers, Inc. - License AB55 Expires 11/30/13

State of Florida Auctioneer License for Rene' Bates - License AU55 Expires 11/30/13

State of Florida Auctioneer License for Sheryl Lynn Bates - License AU4025 Expires 11/30/13

State of Florida Auctioneer License for Michelle Renee Bates - License AU2085 Expires 11/30/13

State of Florida Authorization to Transact Business for RBAI - Expires 12/31/13

Florida Department of Revenue 2013 Sales Tax Permit for RBAI - #78-8011943357-2

State of Texas Auctioneer License for Sheryl Lynn Bates - License 15025 Expires 7/7/13

State of Texas Auctioneer License for Rene' Bates - License 6644 Expires 1/31/14

State of Texas Auctioneer License for Michelle Renee Bates - License 12100 Expires 2/8/14

State of Texas HUB Designation for RBAI - #1751718382200 Expires 6/21/16

WBE Certification from NCTRCA for RBAI - #WFWB54801Y0913 Expires 9/30/13

WBE Certification from Women's Business Enterprise National Council - #2005111081 Expires 8/31/13

SBE Certification from Women's Business Council-Southwest - Expires 8/31/13

WBE Certification from SCTRCA - #211103063 Expires 10/31/13

Current levels of insurance in areas identified in Proposal

COI attached for period 9/1/12 to 9/1/13

In addition- RBAI carries a Miscellaneous Professional Liability E&O Policy which covers the Professional Services of "Online Auctioneering Services".

Please note that for Item 16 - Insurance for Collection of Credit Card Payments - RBAI does not accept credit cards nor do we store any credit card information on our site so this insurance requirement does not apply to our company.

AC# 5710219 STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 FLORIDA BOARD OF AUCTIONEERS SEQ# L11082902648

DATE	BATCH NUMBER	LICENSE NBR
08/29/2011	118027921	AB55

The AUCTION BUSINESS
 Named below IS LICENSED
 Under the provisions of Chapter 468 FS.
 Expiration date: NOV 30, 2013

RENE BATES AUCTIONEERS INC
 4660 COUNTY ROAD 1006
 MC KINNEY TX 75071-6614

RICK SCOTT GOVERNOR KEN LAWSON SECRETARY
 DISPLAY AS REQUIRED BY LAW

AC# 5710198 STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 FLORIDA BOARD OF AUCTIONEERS SEQ# L11082902626

DATE	BATCH NUMBER	LICENSE NBR
08/29/2011	118027898	AU55

The AUCTIONEER
 Named below IS LICENSED
 Under the provisions of Chapter 468 FS.
 Expiration date: NOV 30, 2013

BATES, RENE
 4660 COUNTY ROAD 1006
 MCKINNEY TX 75071-6614

RICK SCOTT GOVERNOR KEN LAWSON SECRETARY
 DISPLAY AS REQUIRED BY LAW

AC# 5710189 STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 FLORIDA BOARD OF AUCTIONEERS SEQ# L11082902629

DATE	BATCH NUMBER	LICENSE NBR
08/29/2011	118027885	AD4025

The AUCTIONEER
 Named below IS LICENSED
 Under the provisions of Chapter 468 FS.
 Expiration date: NOV 30, 2013

BATES, SHERYL LYNN
 4660 COUNTY ROAD 1006
 MCKINNEY TX 75071

RICK SCOTT GOVERNOR KEN LAWSON SECRETARY
 DISPLAY AS REQUIRED BY LAW

AC# 5713854 STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 FLORIDA BOARD OF AUCTIONEERS SEQ# L11083003224

DATE	BATCH NUMBER	LICENSE NBR
08/30/2011	118028847	AU2085

The AUCTIONEER
 Named below IS LICENSED
 Under the provisions of Chapter 468 FS.
 Expiration date: NOV 30, 2013

BATES, MICHELLE RENEE
 4660 COUNTY ROAD 1006
 MCKINNEY TX 75071-6614

RICK SCOTT GOVERNOR KEN LAWSON SECRETARY
 DISPLAY AS REQUIRED BY LAW

State of Florida Department of State

I certify from the records of this office that RENE' BATES AUCTIONEERS, INC. is a Texas corporation authorized to transact business in the State of Florida, qualified on June 19, 2008.

The document number of this corporation is F08000002745.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on January 25, 2013, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this is
the Twenty fifth day of January,
2013*



Ken Diefen
Secretary of State

Authentication ID: CC8211479842

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.aubiz.org/certauthver.html>



Certificate of Registration

DR-11
R. 10/12

Issued Pursuant to Chapter 212, Florida Statutes

78-8011943357-2	12/03/93
Certificate Number	Registration Effective Date

This certifies that

RENE BATES AUCTIONEERS INC
4660 COUNTY ROAD 1006
MC KINNEY TX 75071-6614

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

POST THIS CERTIFICATE IN A CONSPICUOUS PLACE

**THIS IS YOUR SALES & USE TAX CERTIFICATE OF REGISTRATION
(DETACH AND POST IN A CONSPICUOUS PLACE)**



THIS IS YOUR ANNUAL RESALE CERTIFICATE FOR SALES TAX

Note: New dealers who register after mid-October are issued annual resale certificates that expire on December 31 of the following year.

These certificates are valid immediately.



DR-11R, R. 10/12



2013 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/12

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2013

Business Name and Location Address	Registration Effective Date	Certificate Number
RENE BATES AUCTIONEERS INC 4660 COUNTY ROAD 1006 MC KINNEY TX 75071-6614	12/03/93	78-8011943357-2

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. Use signed photocopy for resale purposes.

Presented to: _____ (insert name of seller on photocopy) (date) Presented by: 888 12/2/12
Authorized Signature (Purchaser) (date)

Result - 01



Texas Department of Licensing and Regulation
Result Listing

Name and Location	Other Information
BATES, SHERYL LYNN 4660 COUNTY ROAD 1006 MCKINNEY TX 75071 County: COLLIN	Auctioneer License #: 13025 Expiration Date: 07/07/2013 Type: N/A Phone: (972) 548-9636

[Search Again](#) | [Back](#)

Result - 01



Texas Department of Licensing and Regulation
Result Listing

Name and Location	Other Information
BATES, RENE 4660 COUNTY ROAD 1006 MCKINNEY TX 75071 County: COLLIN	Auctioneer License #: 6644 Expiration Date: 01/31/2014 Type: N/A Phone: (972) 548-9636

[Search Again](#) | [Back](#)

Result - 01



Texas Department of Licensing and Regulation
Result Listing

Name and Location	Other Information
BATES, MICHELLE RENEE 4660 COUNTY ROAD 1006 MCKINNEY TX 75071 County: COLLIN	Auctioneer License #: 12100 Expiration Date: 02/08/2014 Type: N/A Phone: (972) 548-9636

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[Texas Online](#) | [TRAIL Search](#) | [Texas Homeland Security](#) | [Links](#) | [Where the Money Goes](#)

State of Texas
Historically Underutilized Business
Certification and Compliance Program



The Texas Comptroller of Public Accounts (CPA),
hereby certifies that

RENE' BATES AUCTIONEERS, INC.

has successfully met the established requirements of the
State of Texas Historically Underutilized Business (HUB) Program
to be recognized as a HUB.

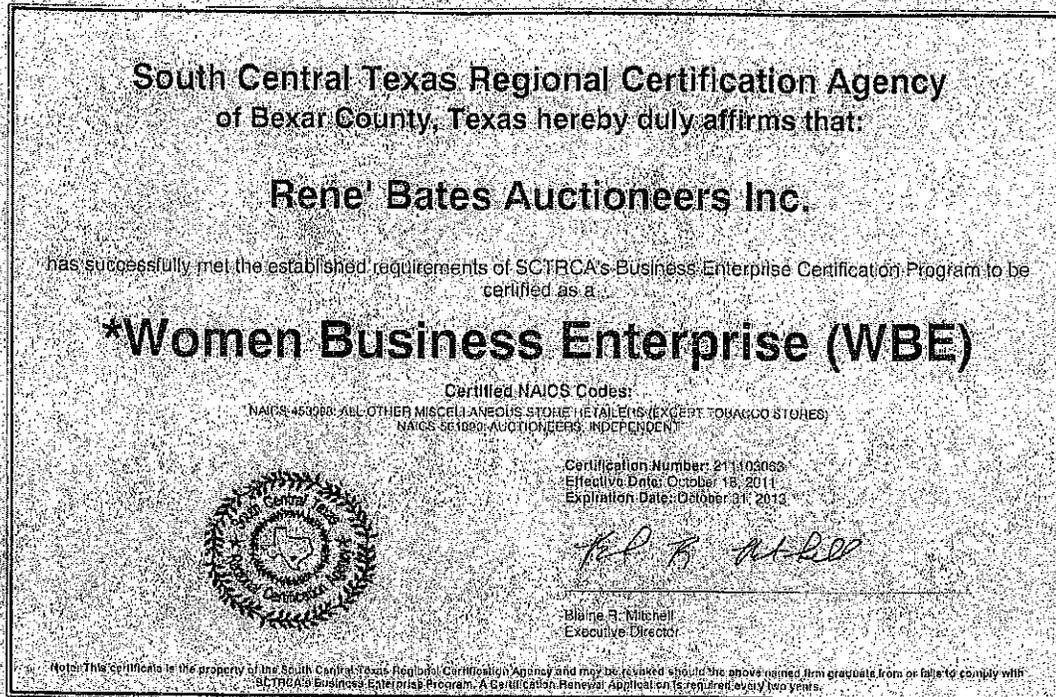
This certificate, printed 22-JUN-2012, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Certificate/VID Number: 1751718382200
File/Vendor Number: 008090
Approval Date: 21-JUN-2012
Expiration Date: 21-JUN-2016

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/hubonly.html>) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08-20-2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

PRODUCER: HIGGINBOTHAM INS AGENCY INC/PHS 504221 P. (866) 467-8730 F. (877) 905-0457 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE: FAX: ADDRESS: INSURER(S) AFFORDING COVERAGE:
INSURED: RENE BATES AUCTIONEERS, INC. 4560 COUNTY ROAD 1006 MCKINNEY TX 75071	INSURER A: Hartford Lloyd & Ins Co INSURER B: Hartford Underwriters Ins. Co INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGE: _____ CERTIFICATE NUMBER: _____ REVISION NUMBER: _____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDRESS	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab		46 BRB RD5664	09/01/2012	09/01/2013	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Ea. Occurrence): \$300,000 MED EXP. Any one person: \$10,000 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS & COMPOUND AGG: \$2,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		46 UEC RT1955	09/01/2012	05/31/2015	COMBINED SINGLE LIMIT (Ea. accident): \$1,000,000 BODILY INJURY (Per person): BODILY INJURY (Per accident): PROPERTY DAMAGE (Per accident):
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> DOCUM EXCESS LIAB <input type="checkbox"/> CLAIMS MADE Ded: <input checked="" type="checkbox"/> Retention: \$10,000		46 BRB RD5664	09/01/2012	08/01/2013	EACH OCCURRENCE: \$2,000,000 AGGREGATE: \$2,000,000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY EMPLOYER (ARTISAN OR SERVICE OFFICER MEMBER EXCLUDED) (Indicate in full description of operations below)		46 WEC 2K422	09/01/2012	05/01/2013	<input checked="" type="checkbox"/> WC STATUTE / BOTH TORT/LIMITS EL EACH ACCIDENT: \$500,000 EL DISEASE - EA EMPLOYEE: \$500,000 EL DISEASE - POLICY LIMIT: \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101 - Additional Information Report, if more space is required)
 Those usual to the insured's operations. Certificate holder is listed as additional insured per Business Liability Coverage Form SS0008.

CERTIFICATE HOLDER City of Fort Lauderdale Department of Procurement 100 N ANDREWS AVE RM 619 FORT LAUDERDALE, FL 33301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
--	---

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Section G: References

We have included ten (10) references for clients that meet the criteria requested above. All ten are governmental entities and we have included their auction history for the past three years. The columns listed are organized in the following order: Entity Name, Auction Number, Auction Date, Total Sales, # of Items/Lots, # of Bids and Type of Items. Please note that abbreviations for Type of Items are: AMB-Ambulances; AV-Abandoned Vehicles; B-Boats; FT-Fire Trucks; HE - Heavy Equipment; HT-Heavy Trucks; M-Miscellaneous; MC-Motorcycles; PB-Portable Buildings; RT-Refuse Trucks; SB-School Buses; SV-Seized Vehicles; V-Vehicles.

As it relates to the advertising budget and number of registered bidders, there is no advertising budget on a per auction basis for online auctions. We will address the types and frequency of advertising that we continually provide for our clients in your Section H. Marketing. This section will also address registered bidders. Once a bidder has registered on our site, they are able to bid on any and all auctions posted so the registered bidder number is not a per auction number but rather for our entire website. We are able to provide for our clients, at their request, the number of participating bidders for their auction along with the number of winning bidders per auction.

BREVARD COUNTY, FLORIDA - CLIENT SINCE 1986; Contract Date 5/21/2008

Mr. Robert S. (Shannon) Maginnis; 700 S. Park Ave, Modular 2, Titusville, FL 32780; Phone: 321.264.5326

ENTITY	#	DATE	AMOUNT	LOTS	BIDS	TYPE OF ITEMS
Brevard County, Florida	544	9/11/12	227,337.76	36	939	HE V AMB M
Brevard County, Florida	230	4/24/12	147,631.52	48	1321	HE V
Brevard County, Florida	645	11/3/11	214,789.00	42	1048	HE V M
Brevard County, Florida	133	3/15/11	180,163.66	62	1573	HE V M
Brevard County, Florida	696	11/1/10	380,151.00	1	1	Airplane
Brevard County, Florida	572	8/31/10	349,402.54	77	1873	HE V M

CITY OF ABILENE, TEXAS - CLIENT SINCE 2007; Contract Date 9/1/11

Mr. Pascual Mirelez; 555 Walnut Street, Rm 201A, Abilene, TX 79604; Phone: 325.676.6225

ENTITY	#	DATE	AMOUNT	LOTS	BIDS	TYPE OF ITEMS
City of Abilene	709	12/4/12	14,507.17	189	2329	M
City of Abilene	667	11/14/12	60,468.65	26	406	HE V M
City of Abilene	586	10/2/12	32,056.01	25	518	HT V M
City of Abilene	475	8/14/12	120,804.58	26	383	HE V M
City of Abilene	280	5/17/12	110,545.59	36	543	HE V M
City of Abilene	39	1/27/12	135,917.00	38	832	HE V M

ENTITY	#	DATE	AMOUNT	LOTS	BIDS	TYPE OF ITEMS
City of Abilene	700	12/7/11	9,200.00	4	50	Vans
City of Abilene	426	7/20/11	1,132.00	8	78	M
City of Abilene	251	5/4/11	107,698.45	33	220	HE V
City of Abilene	151	3/23/11	97,495.95	30	504	HE V M
City of Abilene	765	12/8/10	221,346.08	55	1124	HE V M
City of Abilene	680	10/26/10	233,823.00	25	729	V M
City of Abilene	381	6/10/10	13,113.35	158	1697	M
City of Abilene	338	5/25/10	173,507.00	36	759	HE V M
City of Abilene	214	4/1/10	35,592.01	248	1940	Gaming Machines

CITY OF ARLINGTON, TEXAS - CLIENT SINCE 1972; Contract Date 9/1/11

Ms. Debra Twinam; P O Box 90231, Arlington, TX 76004; Phone: 817.459.6305

ENTITY	#	DATE	AMOUNT	LOTS	BIDS	TYPE OF ITEMS
City of Arlington	185	3/28/13	250,303.30	44	1296	V HE M
City of Arlington	045	1/28/13	12,437.20	214	1662	M
City of Arlington	597	10/8/12	191,126.57	42	1158	V HE M
City of Arlington	471	8/13/12	16,351.81	394	3509	M
City of Arlington	193	4/9/12	153,293.03	48	1188	HE V M
City of Arlington	101	2/27/12	7,448.03	166	1000	M
City of Arlington	666	11/15/11	267,587.05	59	1693	HE V M
City of Arlington	626	10/24/11	11,556.89	196	1461	M
City of Arlington	357	6/20/11	1,264.50	10	136	M
City of Arlington	241	4/29/11	303,665.28	83	2387	HE V M
City of Arlington	228	4/25/11	10,443.23	173	1731	M
City of Arlington	791	12/15/10	129,733.02	54	1463	V
City of Arlington	469	7/22/10	30,743.00	9	173	FT
City of Arlington	446	7/12/10	15,467.37	169	1207	M
City of Arlington	379	6/10/10	80,972.19	41	680	V M

CITY OF DENTON, TEXAS - CLIENT SINCE 1973; Contract Date 9/1/11

Ms. Jody Word; 901B Texas St, Denton, TX 76201; Phone: 940.349.7132

ENTITY	#	DATE	AMOUNT	LOTS	BIDS	TYPE OF ITEMS
City of Denton	168	3/22/13	2,405.00	2	55	M
City of Denton	108	2/26/13	160,512.00	21	672	HE HT V SV M
City of Denton	557	9/18/12	14,037.36	139	1468	M
City of Denton	474	8/14/12	203,528.00	45	1343	HE HT V SV B M
City of Denton	469	8/10/12	21,739.63	26	390	AV MC
City of Denton	004	1/9/12	144,503.00	27	868	HE V MC M
City of Denton	408	7/12/11	294,212.13	93	1962	HE V M
City of Denton	29	1/29/11	107,745.13	21	793	HE M V
City of Denton	755	12/3/10	3,105.00	4	72	M
City of Denton	533	8/16/10	818,936.60	156	2053	M
City of Denton	493	7/30/10	138,233.93	52	1056	HE V M
City of Denton	285	5/7/10	6,415.78	71	661	M
City of Denton	201	3/29/10	189,681.00	26	1023	HE A V

CITY OF PLANO, TEXAS - CLIENT SINCE 1973; Contract Date 5/25/12

Ms. Diane Palmer-Boeck; P O Box 860358, Plano, TX 75086; Phone: 972-941-7136

ENTITY	#	DATE	AMOUNT	LOTS	BIDS	TYPE OF ITEMS
City of Plano	253	4/25/13	450,200.00	1	39	FT
City of Plano	190	3/29/13	152,170.66	36	1204	HE V M
City of Plano	115	2/27/13	49,552.30	60	928	M
City of Plano	574	9/27/12	100,878.77	27	665	HE V M
City of Plano	556	9/17/12	25,227.11	135	1280	Water Meters M
City of Plano	325	6/7/12	79,066.00	15	399	HE V M
City of Plano	281	5/17/12	37,762.49	56	646	M
City of Plano	161	3/27/12	208,467.00	32	1108	HE V M
City of Plano	136	3/13/12	52,909.66	147	1700	M
City of Plano	727	12/15/11	8,210.09	64	495	M
City of Plano	698	12/6/11	146,260.05	31	1054	HE V M
City of Plano	582	10/6/11	93,836.10	18	544	HE V M
City of Plano	428	7/20/11	40,868.47	247	2068	M
City of Plano	333	6/9/11	9,950.00	1	33	V

Response to RFP #535-11168; Title: Auctioneer Services, City of Fort Lauderdale, FL

ENTITY	#	DATE	AMOUNT	LOTS	BIDS	TYPE OF ITEMS
City of Plano	254	5/5/11	164,115.00	25	591	M
City of Plano	217	4/20/11	27,735.06	97	824	M
City of Plano	138	3/17/11	127,425.50	4	36	FT
City of Plano	109	3/3/11	173,431.64	25	434	HE V MC
City of Plano	90	2/22/11	42,859.00	6	202	Water Meters
City of Plano	13	1/13/11	87,951.00	4	156	HE
City of Plano	2	1/5/11	23,335.00	5	122	Water Meters
City of Plano	753	12/2/10	38,678.25	76	835	M
City of Plano	752	12/2/10	270,700.00	6	121	FT
City of Plano	647	10/7/10	89,523.13	33	908	HE V M
City of Plano	639	9/30/10	11,462.52	163	1377	M
City of Plano	581	9/1/10	2,600.70	25	193	V M
City of Plano	487	7/28/10	12,014.90	39	562	M
City of Plano	426	6/29/10	3,435.26	56	328	M
City of Plano	378	6/9/10	13,399.62	174	1322	M
City of Plano	348	5/27/10	49,070.14	46	384	M
City of Plano	314	5/17/10	20,555.18	79	575	M
City of Plano	320	5/19/10	2,260.00	4	55	M
City of Plano	266	4/29/10	69,315.00	20	571	V M
City of Plano	240	4/15/10	15,617.96	57	551	M

CITY OF RICHARDSON, TEXAS - CLIENT SINCE 1966; Contract Date 9/1/11

Ms. Pam Kirkland; P O Box 830309, Richardson, TX 75083; Phone: 972.744.4132

ENTITY	#	DATE	AMOUNT	LOTS	BIDS	TYPE OF ITEMS
City of Richardson	637	10/30/12	77,186.78	98	1477	HE V M
City of Richardson	312	5/31/12	366,995.56	146	3329	HE V M
City of Richardson	704	12/8/11	251,930.98	139	2907	V HE M
City of Richardson	235	4/27/11	130,692.25	57	1290	HE V M
City of Richardson	722	11/17/10	173,308.02	128	2112	FT V M
City of Richardson	390	6/15/10	107,036.76	137	2394	V M

CITY OF WACO, TEXAS - CLIENT SINCE 1986; Contract Date 11/28/05

Mr. Joe Demas; P O Box 2570, Waco, TX 76702; Phone: 254.750.8089

ENTITY	#	DATE	AMOUNT	LOTS	BIDS	TYPE OF ITEMS
City of Waco	118	2/28/13	616.00	8	61	M
City of Waco	071	2/7/13	61,755.07	399	3741	Water meters M
City of Waco	025	1/17/13	321,761.50	63	1757	HE V M
City of Waco	324	6/7/12	259,924.00	44	1342	HE FT V M
City of Waco	37	1/26/12	19,227.99	274	2829	M
City of Waco	021	1/19/12	9,700.00	1	41	V
City of Waco	020	1/19/12	25,090.00	12	349	M
City of Waco	658	11/10/11	85,374.05	38	1057	HE V M
City of Waco	634	10/27/11	401.00	1	27	M
City of Waco	486	8/18/11	15.00	1	3	M
City of Waco	430	7/21/11	220,429.19	85	1449	HE V M
City of Waco	361	6/21/11	17,250.01	87	802	M
City of Waco	177	3/31/11	8,335.00	13	144	M
City of Waco	155	3/24/11	197,888.99	31	749	FT HE V M
City of Waco	794	12/16/10	10,600.00	10	135	M
City of Waco	725	11/18/10	7,617.00	10	280	M
City of Waco	704	11/4/10	61,011.55	46	643	HE V M
City of Waco	544	8/19/10	123,949.12	102	1625	HE V M
City of Waco	445	7/12/10	8,430.00	10	171	Refuse containers
City of Waco	419	6/28/10	11,090.00	10	255	HE
City of Waco	299	5/13/10	146,235.58	56	1117	HE V M
City of Waco	246	4/20/10	32,852.00	76	999	Gaming Machines

DFW INTERNATIONAL AIRPORT BOARD, TEXAS - CLIENT SINCE 1981; Contract Date 7/8/10

Ms. Kay Foster; P O Box 619428, DFW Airport, TX 75261; Phone: 972.973.5616

ENTITY	#	DATE	AMOUNT	LOTS	BIDS	TYPE OF ITEMS
Dallas Fort Worth Int'l Airport	109	2/26/13	7,960.00	5	140	M
Dallas Fort Worth Int'l Airport	545	9/11/12	237,076.16	188	3899	V M
Dallas Fort Worth Int'l Airport	181	4/3/12	67,705.00	21	562	V
Dallas Fort Worth Int'l Airport	627	10/24/11	9,300.00	1	85	Port Bldg

ENTITY	#	DATE	AMOUNT	LOTS	BIDS	TYPE OF ITEMS
Dallas Fort Worth Int'l Airport	572	9/30/11	12,015.50	4	104	V M
Dallas Fort Worth Int'l Airport	528	9/9/11	364,882.09	225	5815	V M
Dallas Fort Worth Int'l Airport	288	5/20/11	2,801.00	1	8	Bldg
Dallas Fort Worth Int'l Airport	57	2/4/11	21,150.00	4	98	PB
Dallas Fort Worth Int'l Airport	640	10/1/10	11,795.00	4	98	M
Dallas Fort Worth Int'l Airport	609	9/15/10	132,501.17	165	2802	Bus V M

KAUFMAN COUNTY, TEXAS - CLIENT SINCE 2006; Contract Date 5/8/08

Mr. Jack Sebastian; 3003 S. Washington, Kaufman, TX 75142; Phone: 972.932.0246

ENTITY	#	DATE	AMOUNT	LOTS	BIDS	TYPE OF ITEMS
Kaufman County	187	3/28/13	197,320.80	57	1357	HE V M
Kaufman County	149	3/21/12	60,518.71	62	989	HE V M
Kaufman County	230	4/26/11	33,846.68	28	278	HE V M

TARRANT COUNTY, TEXAS - CLIENT SINCE 1976; Contract Date 5/14/07

Mr. Jack Beacham; 100 E. Weatherford, Ste 303, Fort Worth, TX 76196; Phone: 817.884.1133

ENTITY	#	DATE	AMOUNT	LOTS	BIDS	TYPE OF ITEMS
Tarrant County-Live		8/11/12	317,705.69	257	197 Bidders	V HE M
Tarrant County-Live		8/13/11	305,934.93	276	257 Bidders	V HE M
Tarrant County-Live		1/15/11	188,507.00	197	176 Bidders	V HE M
Tarrant County-Live		8/7/10	397,000.00	302	322 Bidders	V HE M
Tarrant County TAC Tax Seizure-Live		5/8/12	47,869.00	257	102	M
Tarrant County	195	4/2/13	2,050.00	1	14	M
Tarrant County	155	3/18/13	31,200.00	4	122	HE M
Tarrant County	105	2/25/13	985.15	17	124	M
Tarrant County	065	2/5/13	20,992.00	11	257	HE V SV
Tarrant County	010	1/9/13	58,293.68	158	2253	M
Tarrant County	644	11/2/12	34,922.96	124	1506	V M
Tarrant County	484	8/17/12	10,511.00	8	110	SV V Trailer

ENTITY	#	DATE	AMOUNT	LOTS	BIDS	TYPE OF ITEMS
Tarrant County	485	8/17/12	10,365.53	126	1393	M
Tarrant County	286	5/18/12	8,954.03	91	730	M
Tarrant County	226	4/23/12	7,110.00	4	78	M
Tarrant County	117	3/2/12	17,594.44	133	1296	M
Tarrant County	69	2/13/12	10,830.00	6	153	V
Tarrant County	696	12/5/11	27,265.80	279	3362	M
Tarrant County	617	10/20/11	435.00	1	12	M
Tarrant County	593	10/10/11	14,768.57	121	1482	M
Tarrant County	535	9/15/11	1,051.00	1	11	V
Tarrant County	483	8/15/11	390.11	7	42	M
Tarrant County	445	7/26/11	8,642.51	125	1219	M
Tarrant County	400	7/8/11	8,024.00	3	77	V
Tarrant County	368	6/24/11	1,450.99	1	25	M
Tarrant County	222	4/21/11	1,300.00	1	34	V
Tarrant County	219	4/20/11	12,679.50	72	955	M
Tarrant County	97	2/25/11	4,540.00	18	343	M
Tarrant County	10	1/10/11	18,205.56	127	1911	M
Tarrant County	710	11/10/10	25.99	1	9	M
Tarrant County	649	10/7/10	4,266.64	28	471	M
Tarrant County	619	9/20/10	1,526.00	7	61	M
Tarrant County	534	8/16/10	19,876.32	113	1520	M
Tarrant County	364	6/3/10	205.00	8	104	M
Tarrant County	317	5/19/10	2,051.00	1	27	M
Tarrant County	316	5/19/10	14,206.55	6	207	V
Tarrant County	298	5/12/10	22,121.12	154	1808	M
Tarrant County (62 auctions total)	NA	Various	21,997.63	123	1444	Estray Livestock

MONTGOMERY COUNTY, TEXAS - CLIENT SINCE 1998; Contract Date 9/1/11

Ms. Darlou Zenor; 501 N. Thompson, Ste 405, Conroe, TX 77301; Phone: 936.760.6906

ENTITY	#	DATE	AMOUNT	LOTS	BIDS	TYPE OF ITEMS
Montgomery County	177	3/26/13	5,900.00	4	33	Gaming Machines
Montgomery County	176	3/26/13	41,923.89	28	598	FT SV V M
Montgomery County	095	2/19/13	48,713.00	31	709	AV SV V M
Montgomery County	720	12/7/12	61,069.00	25	526	HE HT V M
Montgomery County	651	11/6/12	46,914.34	63	1165	V M
Montgomery County	525	9/5/12	123,400.57	53	1207	BT V SV HT M
Montgomery County	524	9/5/12	17,600.00	1	105	Gaming Machines
Montgomery County	364	6/26/12	100,523.25	65	1828	E SV MC SB V M
Montgomery County	225	4/23/12	135,122.50	85	1726	HE V M
Montgomery County	223	4/23/12	5,650.00	1	38	Mobile Home
Montgomery County	145	3/19/12	38,696.19	113	1835	V M
Montgomery County	55	2/6/12	70,388.44	34	749	V M
Montgomery County	710	12/9/11	33,675.00	20	489	V
Montgomery County	551	9/21/11	95,497.11	112	2052	V M
Montgomery County	393	7/6/11	42,865.86	54	795	V M
Montgomery County	289	5/20/11	30,660.98	38	613	V M
Montgomery County	136	3/16/11	48,955.19	29	710	V M
Montgomery County	682	10/27/10	60,822.89	99	1551	V M
Montgomery County	638	9/30/10	2,774.00	13	176	V M
Montgomery County	592	9/8/10	43,675.00	9	402	V
Montgomery County	528	8/13/10	39,656.99	57	852	V M
Montgomery County	527	8/13/10	19,200.00	1	75	Gaming Machines
Montgomery County	369	6/7/10	6,050.87	83	584	V M

Section H: Marketing

Rene' Bates Auctioneers, Inc. will advertise your auction at our expense. Rene' Bates Auctioneers, Inc. has an in-house advertising agency, R & B Advertising Agency, which will design a custom advertising strategy to fit your auction. R & B Advertising Agency has the experience and knowledge of the most current design, layout, and advertising techniques to strategically advertise your auction to give the most exposure to the specific types of desired customers while attracting the potential buyers' interest. The fact that Rene' Bates Auctioneers, Inc. is conducting monthly live auctions and hundreds of online auctions per year throughout the United States, R & B Advertising Agency has the experience and expertise to properly advertise your auction in the most advantageous way to produce exposure and, in turn, generate revenue for your auction.

Methods used to attract potential buyers to auctions include:

- Email/Electronic Mailings
- Media
- Mail List
- Brochures
- Advertisements (Trade Journals and Newspapers)
- Calendars
- Verbal Announcement
- Personal Contact

A more detailed description of each of these marketing tools/capabilities is as follows:

i. Email and Electronic Mailings

Rene' Bates Auctioneers, Inc. has an email address (auction@renebates.com) which allows customers to contact us regarding brochure requests, auction information, mail list addition requests, or any other information. Electronic mailings allow us to quickly announce, advertise and distribute auction information using our global email mail list with just a few clicks of a button. We currently have approximately 500,000+ names on our email list as well as over 50,000 registered bidders on our site. The email addresses that we have were not bought or retrieved from some random source. These are interested buyers who have registered on our website and requested to be added to our email lists in order to receive notification of auctions. These buyers have the option to add or remove their name at any time. These buyers have the ability to remove their names each and every time an email is sent from RBAI. This is done in order to comply with governmental anti-spam regulations. We currently have a high of over 30 million hits per month on our website. We are adding email addresses and registered bidders daily due to our continual national and international advertising.

Because we conduct auctions across the United States and are continually adding new locations, the exposure you receive from the new entities buyer's base and our advertising for these new locations will benefit your auction in the increased exposure our website receives.

On a weekly basis, we send email announcements to our registered bidders and the email addresses that have registered with us. These announcements are sent based on the type of items the bidder is interested in. If your auction has vehicles, computers or miscellaneous items in it, all bidders who have indicated an interest in those items will be notified that your auction has been posted and they will be notified again the week before your auction closes.

Your auction will be listed on the home page of www.renebates.com which receives the benefit of all the traffic on our website. This means that a buyer interested in an auction anywhere in the United States will also have access to your auction when they access our site. We sell for numerous cities and counties across the State of Florida and numerous others in the United States and any buyer accessing our website for any of these auctions will also see your auction listed. In addition, the entities that we work for provide a link to www.renebates.com from their own city or county websites. When an individual accesses those numerous websites, they are able to access ours giving them the ability to view and bid on any and all auctions that we have posted. In addition, our web host provider submits our website address, along with 20-30 main keywords to national search engines on a monthly basis to ensure that anyone searching the internet can also pull up a link to our website simply by searching for key phrases such as Vehicles, Auctions, Municipal, Heavy Equipment, Police Cars, etc.

ii. Media

Rene' Bates Auctioneers, Inc. has vast experience conducting interviews with television correspondents and radio station personnel. We are prepared to discuss any aspect of the auction and the items for sale in either a live or pre-recorded interview environment. However, we will NOT conduct any press conference type interviews with local/any newspapers, television or radio stations without the consent of the Purchasing Manager.

iii. Mail List

In addition to the 500,000+ names on our email list mentioned below, Rene' Bates Auctioneers, Inc. has a hard copy mailing list of over 35,000 names of proven buyers. This diverse list has been amassed from conducting municipal auctions for over 47 years throughout the United States, past buyers and auction attendees from across the globe, submissions forwarded from city/county mail list requests, and daily telephone and email requests. Our hard copy mail list (or live auction mail list) is maintained, added to, cross referenced, and backed up on a daily basis. These names are coded under one or more of our 70 different coding categories as to the type of items they purchase and the distance each buyer will travel. Our extensive list of reliable buyers will be notified of your auction and will strengthen the bidder activity of your sales. Our experience has been that we consistently draw national and international bidders to our website, and even if they are not the successful bidder on a piece of surplus inventory, their participation enhances the results of the sale.

iv. Brochures

When the date is determined for your auction, your name and scheduled auction date is immediately included in every auction calendar Rene' Bates Auctioneers, Inc. distributes. This calendar is printed on the face of each brochure we mail. Because Rene' Bates Auctioneers, Inc. is conducting monthly live auctions and hundreds of online auctions annually, we are distributing thousands of brochures across

the globe with your auction date on the brochure calendar. Depending on the size and type of merchandise that is being sold determines the type of advertising that will be done.

v. Advertisements of Sale

We advertise continually in major newspapers across Texas, Florida and the United States. They include, but are not limited to:

Florida Today; The Miami Herald; The Brevard News; The South Florida Sun-Sentinel; The Dallas Morning News; The Fort Worth Star Telegram; The Houston Chronicle; The Odessa American; The El Paso Times; The Waco Tribune-Herald; The Lubbock Avalanche Journal; The Wall Street Journal; USA Today

In addition, we will advertise your auctions in conjunction with the many other auctions that are being conducted daily on our website. We advertise in trade journals, such as Rock & Dirt, Fire Trader and Contractor's Hotline, just to name a few. We send out brochures for our live auctions on a monthly basis and we include all online auctions in those brochures, as well. These brochures are sent to our mail list which is broken down geographically and by buyer's interest. This ensures that we reach anyone in your area or those buyers that are interested in the items you are selling, regardless of where they are located.

EXAMPLES OF TRADE JOURNAL ADVERTISING INCLUDE, BUT NOT LIMITED TO:

Trade-A-Plane; Rock & Dirt; Contractor's Hotline; Fire Trader; Fire Apparatus & Emergency Equipment

Our experience in conducting live auctions since 1966 and online auctions since 1999 has helped us in determining the above advertising strategy and fine tuning it as we find what works best.

vi. Verbal and Personal Contact

Rene' Bates Auctioneers, Inc. will begin announcing your auction date at each auction we conduct prior to your auction as soon as an auction date is determined.

Rene' Bates Auctioneers, Inc. always personally contacts proven buyers of the type of vehicles and equipment each auction has. Upon receiving the initial inventory we begin to place phone calls to known buyers of your surplus assets. MANY COMPANIES WILL NEVER ACCEPT CALLS FROM BIDDERS AS IT RELATES TO YOUR AUCTION. WE TAKE PRIDE IN THE RELATIONSHIP WITH OUR BIDDERS AS WELL AS OUR SELLERS. WE ARE NOT JUST A MEETING PLACE FOR BUYERS AND SELLERS. WE ARE AN ACTUAL AUCTION COMPANY THAT PROVIDES THOROUGH CUSTOMER SERVICE FROM BEGINNING TO END. PERSONAL COMMUNICATION AND CONTACT MAKE ALL THE DIFFERENCE!

RBAI will work in conjunction with the seller to receive Public Service Announcements (PSA) from local news media. These have been very effective in the past at getting the local community informed and involved in the online auction.

Mail and Email Database

We are able to sort our email list and hard copy mail database by multiple geographic and interest categories and will ensure that all potential buyers are notified of your auction. We send targeted emails to bidders based on their preferences and bidding histories to ensure that the bidders with the most potential to participate in your auction are notified. We utilize very specific email lists and advertising/notifications for specialty items such as heavy equipment, police cars, fire trucks, refuse trucks, etc. Our experience in the municipal auction industry since 1966 gives us an unparalleled amount of data to utilize when determining the best strategy for each of our client's auction items. The percent of "regular" buyers that we have is more than 60% of our registered bidders. We have the ability to know how many of our bidders are active to bid at any given time. **We are a firm believer in the quality of registered bidders rather than the pure quantity. Our business is focused on bringing the right bidders to our site in order to achieve the maximum results for our clients. The results that we continue to obtain prove that our strategy for marketing is bringing the best buyers time and again to all our client's auctions.**

The following pages represent examples of the continual advertising that we place in multiple trade journals and newspapers.

Contractor's Hotline - Front Cover

Fire Trader - Front Cover

Fire Trader - Inside Full Page Ad

Rock & Dirt - Heavy Equipment Ad

Sample Brochure - Page 3 Only of 4 page brochure listing online auctions

Contractors
HOTLINE

NEVER
a buyers premium
for ANY auction

ONLINE AUCTIONS
WWW.RENBATES.COM

EXPERIENCE IN THE INDUSTRY
Since 1966

RENE BATES AUCTIONEERS, INC. Since 1966

Improve and leader in asset disposition for governmental agencies

Auctions Features:
Heavy & Light Equipment, Trailers, Garbage Trucks, Fire Trucks, Vehicles and much more!

René Bates Register and Ann Our Operating Locations: Florida USA

WEEKLY BIDDING COURSE FOR THE CONSTRUCTION INDUSTRY

www.renbates.com

SEE OUR ONLINE AUCTIONS LISTED ON PAGE 25

FIRE TRADER
BUY-SELL-TRADE

www.firetrader.com

www.renbates.com
Selling Fire Trucks, Ambulances & Emergency Equipment

FLAGS of all kinds at WHOLESALE PRICES

CVSFlags.com
Wholesale prices. Dependable quality.

GRAVE MARKER FLAG HOLDER

RENE BATES AUCTIONEERS, INC.
Selling Fire Trucks, Ambulances and Emergency Equipment online at www.renbates.com

LIVE AUCTION



Tarrant County, Texas Joint Auction

Selling Vehicles, Equipment & Miscellaneous Items
 Including items from: Tarrant County, Texas; Tarrant County Narcotics Unit; Tarrant County Sheriff's Forfeiture; Tarrant County MHRM; Arlington Independent School District and Other Local Entities May Be Added

MISCELLANEOUS ELECTRONICS

Flat Screen TV's, various makes, models and sizes.

Plasma and LCD TV's including SONY, SAMSUNG, MAGNAVOX, VIZIO, LG, PHILLIPS, PANASONIC.

COBRA Walkie Talkies.

PLAYSTATION 3 Nintendo Wii, Computers including DELL, COMPAQ, TOSHIBA, HP Laptops, monitors, etc.

ARLINGTON ISD

2000 JEEP Cherokee, does not run.

1989 CHEVROLET P30 Stepvan, bed front end.

1998 CHEVROLET C20 Pickup.

1997 CHEVROLET C20 Pickup.

1986 FORD F-250 Pickup.

1996 CHEVROLET G30 Cargo Van, wrecked, front end damage.

(2) 1996 CHEVROLET G30 Crew Cabs.

1995 CHEVROLET C20 Pickup, does not run.

1996 CHEVROLET G30 Cargo Van.

1991 CHEVROLET Blazer, does not run.

1989 CHEVROLET C20 Pickup.

1988 CHEVROLET P30 Stepvan.

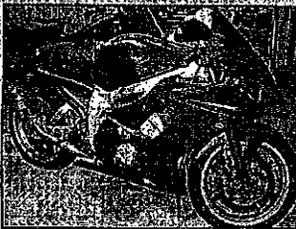
1989 CHEVROLET C20 Pickup, does not run, bad front end.

1988 CHEVROLET P30 Stepvan.

1996 GMC G30 Mini Bus, no pass. seats.

1988 CHEVROLET C70 Box Truck, does not run.

1981 CHEVROLET G30 Mini Bus, no pass. seats.



MOTORCYCLES

2000 YAMAHA Motorcycle.

1993 HARLEY DAVIDSON Motorcycle.

2006 HOLISTER 650,

Motorcycle Parts.



TRAILERS

2001 PERFORMANCE 14' Flatbed Trailer.

2001 PJ 16' Tandem Axle Flatbed Trailer.

1996 KERNEY 15' Tandem Axle Flatbed Trailer.

1994 CLIFTON Tandem Axle Flatbed Trailer.

ESCORT Gosseneck Flatbed Trailer.

Dual Jet Ski Trailer.

EQUIPMENT & TRUCKS

1985 FORD F-350 Dump Truck, 1FDXFB0GXVA308801.

2004 HMM HD70K Combo Roller, S/N H1620694, Deutz diesel, 248 hours.

1997 MARATHON LD500T Distributor Trailer.

MISCELLANEOUS TOOLS & EQUIPMENT

HOBART Welder.

HUSTLER Zero Radius Lawnmower, Mdl. 927236.

Pallet of Hose Reels.

(2) Sheepsfoot Compactor Caps.

Miscellaneous Washer Parts.

Pressure Washer Machine.

(4) Car Doors.

Front Bumper and Bed Cover for 2006 FORD F-250 4X4.

DEWALT Cordless Drill.

BLACK & DECKER Tool Set; SKIL Saw; MILWAUKEE Saws; MAKITA Saw; HOMELITE Chainsaw; CRAFTSMAN Circular Saw; DEWALT Tool Set; Nailgun and Staples and MORE.

Log on to www.renebates.com to register and bid

Items may be added or removed at seller's sole discretion without notice.

UPCOMING ON-LINE AUCTIONS

Go to www.renebates.com to view all ongoing on-line auctions and to sign up for email notices of all auctions as they are posted.

COUNTIES

- Bosque County, Texas
- Collin County, Texas
- Denton County, Texas
- Ector County, Texas
- Hill County, Texas
- Hunt County, Texas
- Johnson County, Texas
- Montgomery County, Texas
- Sabine County, Texas
- San Jacinto County, Texas

CITIES

- City of Abilene, Texas
- City of Arlington, Texas
- City of Calina, Texas
- City of Copperas Cove, Texas
- City of Denton, Texas
- City of Fate, Texas
- Town of Flower Mound, Texas
- City of Friendswood, Texas
- City of Grapevine, Texas
- City of Gunter, Texas
- City of Hillsboro, Texas
- City of Homestead, Florida
- City of Keene, Texas
- City of LaPorte, Texas
- City of Lavon, Texas
- City of Mesquite, Texas
- City of Miami Gardens, Florida
- City of Midland, Texas
- City of New Braunfels, Texas
- City of Pembroke Pines, Florida
- City of Plano, Texas
- City of Richardson, Texas
- City of Rockport, Texas
- City of Waco, Texas
- City of Westlake, Texas
- City of White Oak, Texas

SCHOOL DISTRICTS

- Abilene ISD, Texas
- Birdville ISD, Texas
- Callisburg ISD, Texas
- Del Valle ISD, Texas
- Iraan-Sheffield ISD, Texas
- Lubbock ISD, Texas
- Mesquite ISD, Texas
- Pewitt Consolidated ISD, Texas
- Richardson ISD, Texas

OTHERS

- The Church at Azle, Texas
- Lockheed Martin Missiles & Fire Control, Dallas, Texas
- Midland College, Texas
- Orange County Drainage District, Texas
- Permian Basin Community Centers, Texas
- Potosi VFD, Texas
- Texas Star Bank, Texas
- North Texas Tollway Authority, Texas
- Signature Towing, Inc.
- University of Texas-Permian Basin, Texas

Section I: Other Standards Used

Additional practices or standards that we use are detailed below for sellers and buyers. We have various tools and customizations available to the seller. Some of them are:

Internal reallocation – This can be accomplished in many ways but here are two frequently used examples. When the City has several internal departments offering items in the same auction, the lot numbers can be assigned to identify a particular consignor (e.g. Police Department would be PD101, PD102; Parks & Recreation would be PR101, PR102, etc.) When this option is used, the accounting reports that are provided to the City will have each department's total broken down separately for use in your internal reallocation. The second way many Cities and Counties have accomplished internal reallocation is by conducting separate auctions for the different departments. In this instance, the auction is specific to that department including city contacts, location of items and removal terms. Some cities prefer this option because it eliminates contacts from one department receiving bidder questions on items that belong to another department. Even though we are very specific when we post auctions with more than one location and one contact, some bidders do not read this and will call the first person on the list. By conducting separate auctions for the departments, this eliminates the confusion issue on the bidder's side. Because online auctions can be conducted at any time with any number of items, it is a very streamlined and simple process for any department to conduct their own auction.

Restricted auctions – We have the capability of conducting restricted auctions. In the past, we have conducted restricted auctions when we have sold real estate for municipalities. Because of the value of the real estate, the municipalities wanted to ensure that only serious bidders were allowed to bid on the real estate. They required a larger deposit to bid on the real estate. One instance required a \$10,000 deposit and another had required a \$100,000 deposit because of the high value of the real estate being sold. RBAI handled this entire process by posting clearly on the website that only bidders with the "special deposit requirement" would be allowed to bid. Cashier's checks were sent to RBAI for the amount specified and were held by our office until the auction had closed. The cashier's checks were not deposited. After the auction closed, the unsuccessful bidders had their cashier's checks returned to them and then we forwarded, to the title company the City had requested, the cashier's check of the successful bidder. Even though all bidders accessing our site could view this auction, they could not bid on this restricted auction unless they had met the deposit requirement. This scenario would work the same way for a "law enforcement only" auction and RBAI or the City would verify requirements of the bidders before allowing them to bid on that auction.

Starting Price – This is the starting price of your items. Our experience from conducting thousands of online and live auctions helps us in assisting our clients in setting their starting prices in order to help them obtain the highest result. We have seen time and time again items which are started with a price that is too high discourage bidding activity. However, if the starting price is reasonable, the bidding activity will be high on that item and more often than not the item will bring more than the City

expected. We know the market on all items we are selling and we have the historical data from tens of thousands of items to validate where an item should be started and what it will most likely bring. This is where the experience and knowledge of a true auction company, one that has been in this business for 47+ years, benefits the City and results in the best prices for your auction items.

Bidder Deposit Requirements – Bidders on our site are required to have a \$100.00 refundable deposit in escrow with RBAI. The \$100.00 has greatly reduced the number of defaults from winning bidders. This ensures that we have only serious, valid bidders on our site. We have found that when a bidder has the deposit at stake, they are much less likely to default on a bid. This deters anyone who is attempting to hurt the integrity of your auction by placing false bids or high bids that they have no intent to pay for. Any bidder that does not pay for their auction item forfeits their \$100.00 deposit and they are banned from any future online or live auctions that RBAI conducts.

Ability to Copy Previous Auctions – All auctions conducted through our website are archived on our server, in addition to the copy retained in our files (both paper and CD-ROM). Auctions can be recreated at any time if the City makes the request. In addition, once we have conducted an online auction for the City, the static information contained on the City's "Title page" is kept on the City's dedicated workspace on our server to be utilized for future auctions. This information can be changed or updated as necessary at a moment's notice.

TOOLS AVAILABLE TO THE BIDDER

Email notifications – Bidders who have signed up to receive email notifications are sent an email once a week regarding all auctions that have been posted that week as well as any auctions closing the next week.

When a bidder places a bid on an auction item, they are automatically sent an outbid notice from our system in the event someone places a bid greater than theirs. This is done instantly from our system and gives the bidder peace of mind that they do not have to continually watch the auction to see if they have been outbid. RBAI will notify them in the event they are outbid and this gives them the opportunity to go back in and place another bid. When a bidder places a bid on an item, the system will instantly tell them if they are the high bidder or if there is a bid equal to or greater than their bid amount.

Proxy Bidding – We have a Maximum Bid feature that allows bidders to place the highest bid they are willing to pay for an item. The system will then automatically place bids for this bidder up to their Maximum Bid amount. These automatic bids will be placed in increments set for that particular item and will only be utilized in the event it is necessary. If a bidder's Maximum Bid amount is exceeded by another bidder, they will be notified by email that they have been outbid and will have the opportunity to place another bid, if they so desire. Bidders are very comfortable with and expect this feature in that it allows them the freedom to set their maximum price and not worry about missing any bids if they are away from the computer. The security of this feature does not allow any bidder to see the Maximum Bid of anyone else and under no circumstances does RBAI share this information with any bidder.

Identity Protection – All of our bidder's identities is protected with the anonymity of a Bidder Number. The Bidder Number is the only identifying feature that anyone can see on our website. All other information, such as name, address, phone numbers, etc., is used exclusively by RBAI. All customer data on our server is encrypted and all customer information to and from our server is handled using Secure Socket Layer (SSL) connections.

Dynamic Closing – Also known as auto-extend or extended bidding. Our system supports extended bidding. In the event any item receives a bid within 5 minutes of its set closing time, it will automatically be extended for an additional 5 minutes. If another bid is placed on that item at any time during that extended period, the item will automatically extend for another 5 minutes. This will continue until there has been no activity for 5 minutes. When an item has gone into extended bidding, there will be an indication on the item that it has extended and will show how many minutes remain in the extended bidding.

Bidder Updates - Active bidders are able to update their personal information via a secure website 24 hours a day and view current bidding activity also.

1. Software Ability and Functions

- i. We have the ability to add or remove any and/or all auctions items at any time during the online auction process, before the auction closes, at no cost to the seller. Once we receive a request from the City to add or remove an item, we have two dedicated people at RBAI to make those changes and they are done within 24 hours of receipt.
- ii. We have the ability to add, delete, re-list and/or make any changes to an auction item with no cost to the seller. Once we receive a request from the City to add, delete, re-list or make any changes to an auction item, we have two dedicated people at RBAI to make those changes and they are completed within 24 hours of receipt. Items to be re-listed for sale will be done after coordinating a new auction date with the City.
- iii. We have the ability and a process in place to block bidders or cancel bids on any items, being auctioned on, if a bidder fails to comply with our online Auction's Terms and Conditions. The online auction staff at RBAI is able to block bidders or cancel bids within 5 minutes after receiving the request. We maintain our systems completely in-house and are able to make these changes at a moment's notice.
- iv. We have the ability to change any and/or all the information on auction items and inform all bidders of the changes to the auction items. If an auction item is changed after bidding has begun on an item, our system emails all bidders on the item to notify them of the changes. At this point, they have the option to change or cancel their bid if they so desire. In addition, if significant changes are made to the item, the change is posted on that item in BOLD CAPS so that any bidders looking at this item know that it has been changed since it was originally posted.
- v. We have the ability and a process in place to validate all of our online auction bidders. For items III and V, all our registered bidders are required to post a \$100.00 refundable deposit before being allowed to make a bid on our system. This deposit ensures that we have valid, serious bidders bidding on your auction items. This also ensures that we have a minimal amount of non-payments from our registered bidders. If a registered bidder

does not pay for their items within the specified time frame, they forfeit their deposit and are permanently banned from all auctions through Rene' Bates Auctioneers, Inc.

- vi. Our system automatically invoices all winning bidders within 30 minutes of the time the auction closes. Their invoice includes a Lot number, Lot description, winning bid amount and applicable sales tax, if any. The invoice also gives the winning bidder complete instructions on how to make payment to Rene' Bates Auctioneers, Inc.
- vii. When an auction item is paid for, a paid e-invoice is sent to both the buyer and the seller showing amount paid, method of payment and the buyer's name. This invoice can be sent to as many different contacts as the seller requests. This invoice is what the buyer uses when he comes to pick up his merchandise and the seller knows that they must have received the email from Rene' Bates Auctioneers, Inc. before releasing any merchandise.
- viii. Upgrades are made to our system upon our request on an as needed basis. Upgrades in the past have been a result of our requests to add features that are unique to our auctions. We also consider customer suggestions when adding or upgrading features. These upgrades are always done in a timely fashion, sometimes same day or others might take longer in order to get the program written for the upgrade and the testing completed. All upgrades are fully tested on a private network before being implemented on the www.renebates.com server.

Section J: Experience

In this section, we will describe our history and experience with "standard" auctions only as we do not provide the "full service" auctions as defined by the City of Fort Lauderdale.

Rene' Bates Auctioneers, Inc. has been in the auction business for over 47 consecutive years. Rene' Bates Auctioneers, Inc. has conducted sales on behalf of (primarily) municipalities and counties, governmental agencies, school districts and utility companies, as well as public non- profit agencies, and private sector clients (including major banks), major oil companies and their suppliers (Texaco, Exxon, Otis Engineering, and others), major chemical companies (Dow Chemical), federal agencies (U.S. Postal Service, U.S. Marshal Service, U.S. Customs Service, FDIC), and major private industry (Kaiser Aluminum) in over 25 states, as well as Hawaii and the Bahamas. Rene' Bates Auctioneers, Inc. has been contracted to sell various types of aircraft, helicopters, ocean going vessels, high dollar value jewelry, exotic automobiles, heavy construction equipment, fleet vehicles, and firearms, just to name a select few.

We are currently conducting in excess of 800 online auctions per year. Please note that our definition of an online auction is an event which could include anywhere from 1 lot to 1000 lots. Many companies define an auction as ONE lot so we ask that you ensure you are making true comparisons when looking at how many "auctions" a company has conducted. To stress our experience in the governmental auction industry, in the last ten years, we have conducted more than 6,000 online auctions events. These more than 6,000 auction events included more than 182,000 individual lots and number of bids placed in excess of 2.4 MILLION. In addition, please note that in these numbers we've included only items that received bids and were paid for. We do not include postings that never received bids or items that were not paid for. These are actual proven sales results for our many clients. Through April 2013, we have already conducted 285 auctions comprised of over 8,000 lots, more than 102,000 bids and total revenue of \$7.7 MILLION.

Our online auction results from 2005 are archived on our private server. In addition, from 2010 forward, we have our auction archives housed on a second private server network to ensure our records are maintained on a secure network with the appropriate redundancy. We can share this information with the City of Fort Lauderdale, if requested, by providing access with the appropriate passwords. Due to the sensitive nature of our archived auctions, we do not disclose this information in a public document such as this RFP for obvious reasons. However, we do want the City to know that any and all of our numbers given in this RFP are completely substantiated by taking the City's designee straight to the portion of our server that houses the years of data that has been compiled and managed through our website. We will discuss our website and its capabilities in more detail in Section L. Website of this RFP. The next page is just a small sample of our clients, what we sell and the results we achieve.

Response to RFP #535-11168; Title: Auctioneer Services, City of Fort Lauderdale, FL

Date	Entity	Item	Price
11/1/2010	Brevard County	2000 Thrush S2R-G6 Airplane	\$380,151.00
9/21/2010	Broward SO	1993 American Eurocopter AS350B2 Helicopter	\$700,000.00
4/25/2013	City of Plano, TX	2008 Spartan/Smeal 100 FT Aerial Fire Truck	\$450,200.00
4/25/2013	City of Grapevine	1997 Freightliner FL106 Fire Pumper Truck	\$36,650.00
1/30/2013	City of Farmers Branch	1993 E-One 75 FT Ladder Fire Truck	\$38,600.00
5/7/2012	City of Abilene	1990 Federal Motors E-One Titan II Airport Fire Crash Truck	\$50,100.00
6/4/2012	City of Lancaster	1996 Simon Duplex Quint LTI 75 FT Aerial Fire Truck	\$65,550.00
4/23/2013	Brazoria County	1980 CAT 120G Motor Grader	\$23,555.00
3/28/2013	Kaufman County	1984 CAT 120G Motor Grader	\$34,100.00
4/4/2013	City of Gainesville	1996 Vermeer Tub Grinder	\$31,100.00
3/11/2013	City of Grand Prairie	2006 Volvo A25C Articulated 25 Yard Dump Truck	\$89,200.00
2/14/2013	City of Lubbock	2003 Case 580SM BH/FEL	\$24,300.00
2/14/2013	City of Lubbock	2006 Case 580SM BH/FEL	\$26,300.00
2/14/2013	City of Lubbock	2007 Case 580SM BH/FEL	\$28,000.00
1/22/2013	City of Lufkin	1998 Wirtgen W1000F Road Milling Machine	\$35,505.00
1/17/2013	City of Waco	1998 CAT 938F Wheel Loader	\$35,600.00
1/10/2013	City of Lubbock	2008 John Deere 755D Crawler Loader	\$35,600.00
10/15/2012	City of Port Arthur	2004 Geffs Chip Spreader	\$45,000.00
9/11/2012	Brevard County	2004 John Deere 644H Rubber Tired Loader	\$58,050.00
9/11/2012	Brevard County	2004 CAT 950G Rubber Tired Loader	\$66,600.00
8/14/2012	City of Abilene	1983 CAT D6D Bulldozer	\$47,600.00
6/7/2012	City of Waco	1994 CAT 140G Motor Grader	\$85,100.00
5/5/2012	Taylor County	2007 CAT 140H Motor Grader	\$181,100.00
2/17/2012	McLennan County	1997 CAT 12H Motor Grader	\$80,701.00
2/17/2012	McLennan County	1997 CAT 12H Motor Grader	\$90,001.99
4/2/2013	City of Burleson	1999 INTL 2674 Navistar Vactor 2100 Truck	\$48,100.00
3/28/2013	City of Arlington	2006 INTL 7500 Navistar Vactor 2100 Truck	\$100,200.00
2/14/2013	City of Lubbock	2002 Mack RD690S Roll Off Truck	\$50,200.00
2/14/2013	City of Lubbock	2007 Sterling SC8000 w/Elgin Street Sweeper	\$72,501.00
11/28/2012	City of New Braunfels	2005 Mack MR688S w/Heil 28 Yard Front Load Refuse Truck	\$63,000.00
11/28/2012	City of New Braunfels	2005 Mack MR688S w/Heil 28 Yard Front Load Refuse Truck	\$63,000.00
3/5/2012	City of Farmers Branch	2008 Autocar WXLL42 w/Heil 32 Yard Rear Loader Refuse Truck	\$111,900.00
3/5/2012	City of Farmers Branch	2008 Autocar WXLL42 w/Heil 25 Yard Rear Loader Refuse Truck	\$111,000.00
3/5/2012	City of Farmers Branch	2008 Autocar WXLL42 w/Heil 32 Yard Rear Loader Refuse Truck	\$112,100.00
1/16/2013	City of Lancaster	2009 Toyota Prius	\$16,052.00
3/3/2011	McLennan County	2003 Hummer H2	\$15,500.00

Response to RFP #535-11168; Title: Auctioneer Services, City of Fort Lauderdale, FL

1/19/2011	Mesquite ISD	1965 Ford Cobra Replica Kit Car	\$28,200.01
2/14/2011	City of Allen	2004 Ford F350 Frazer Ambulance	\$25,000.00
12/9/2011	Chico ISD	2007 Ramtech Portable Office Building	\$31,801.00
10/21/2011	Town of Trophy Club	Portable Fire Station	\$24,400.00
1/22/2013	City of Lufkin	2007 INTL 4200 SBA w/Tymco 600 Air Street Sweeper	\$37,950.00
10/12/2012	City of Odessa	2006 Freightliner FC80 w/Tymco 600 Sweeper	\$36,400.00
10/12/2012	City of Odessa	2006 Freightliner FC80 w/Tymco 600 Sweeper	\$36,400.00
9/11/2012	DFW Airport	2003 Freightliner FL70 s/Tymco 600 Sweeper	\$42,900.00
6/20/2012	City of Lubbock	2007 Sterling SC8000 w/Elgin Street Sweeper	\$60,099.00
3/23/2012	City of Ft Lauderdale	2007 Freightliner FC60 w/Johnston VT650 Street Sweeper	\$68,800.00

Section K: Procedures

Once the City notifies RBAI that you are ready to schedule an auction, we will immediately start working with your designee. We will set an auction date and determine what type of inventory you will be selling. Our first goal is to determine if you have any high value items that may need special advertising - fire trucks, heavy equipment, refuse trucks, etc. This will determine if we believe we should run any special ads in the trade magazines to ensure top dollar for your items. The City will have a Project Manager that will handle their auction from start to finish. Our process for helping you through the sale is:

Review inventory sent to RBAI to ensure we have any/all pertinent information on items being sold. The more thorough we are with the description of your auction items, the less time your staff will need to interact with bidders as it relates to questions. RBAI will provide training for city staff regarding the online auction process including completion of forms, process for digital photography, electronic means to submit information to RBAI and other any other special training as required by the City.

RBAI will utilize our most recent sales as a guideline when setting starting prices and will provide the City with those for approval. If the City has any minimum prices, RBAI will use those as the starting prices.

RBAI will organize and post all online auction information to www.renebates.com. The City WILL NOT be responsible for the posting of their auction in any way. We handle this for the City to ensure consistency of listings and ease of use by the bidders. We will also handle any changes required by the City. In the event of item listing changes, RBAI will notify all affected bidders of the changes.

RBAI will have the City's auction open for bidding for a minimum of two weeks on our site. During this time, we will monitor all online auction activity of your auction.

RBAI will notify bidders using our email database regarding the City's auction. Our targeted emails ensure that all bidders interested in Florida auctions as well as anyone who has expressed an interest in the type of items you are selling will be notified at least twice about the City's auction.

RBAI is always available to provide our bidders customer service as it relates to the auction process. Even when your auction has closed, in the event of a bidder's dispute over an item, we will always give guidance to the City if requested to do so. We can provide assistance in this area by providing solutions that have been used by other cities in the past for similar situations. Another valuable tool at our disposal is the tremendous amount of history that we have on our bidders. We can look at a bidder's buying history, payment history or problem history and give the City some additional information in these instances. It is always our goal and preference to do everything on our end to ensure that there are no disputes or problems with an auction. However, in the real world, these things can happen and we will not abandon the City during these times. We consider the entire process our responsibility and want to ensure that we are providing all the services we can from start to finish for the City.

RBAI will invoice all successful bidders when the auction has closed. The invoices will contain payment information for the bidder as well as removal instructions given to us by the City. All items will be charged the appropriate sales tax. For any bidder claiming a tax exemption on any of your auction items, we will maintain all sales tax exemption and resale forms that the State of Florida requires in order to ensure that all sales tax laws are complied with. RBAI will be responsible for and to the Florida Department of Revenue and any sales tax audit issues will be handled by us rather than the City. To stress the importance of this to the City - RBAI was audited by the Florida Department of Revenue in December 2012. We were required to provide records for three years of Florida auctions. These records included all invoices/paid receipts on auction items, all deposits made on behalf of Florida auctions and copies of all sales tax returns submitted electronically to the Florida DOR. The audit was scheduled to take four days but was concluded after one day. The auditors were so impressed with the completeness and accuracy of all sales tax issues on our Florida auctions that they stated spending any more time on our audit would not likely gain any additional revenue for the State of Florida as it appeared that Rene' Bates Auctioneers, Inc. knew the laws, paperwork and process as it relates to holding a sales tax permit in the State of Florida. It took RBAI approximately two weeks to pull all files and paperwork necessary for the audit, which is time and effort that the City will not have to expend. Nor will the City need to worry about unpaid taxes, penalties or interest on taxable items in their sale.

RBAI will collect your auction proceeds, plus applicable sales tax, and forward a paid receipt to both the bidder and the City. RBAI ensures that all funds we collect on your auction are guaranteed funds (cashier's check, money orders, and wire transfers). RBAI also complies with IRS regulations as it relates to Form 8300 reporting. This is the regulation that states any cash payments over \$10,000 must be reported to the IRS. Cash payments, as defined by the IRS, are cash and monetary instruments (cashier's checks or money orders) that total over \$10,000 per transaction. Monetary instruments are reported only if the invoice is over \$10,000 and multiple monetary instruments are utilized for payment. Single monetary instruments over \$10,000 are exempted from this reporting requirement.

For any payments not received by the payment due date, RBAI will begin the collection proceedings. We email bidders and make personal phone contact regarding the outstanding invoice. Our process for past due payments ensures that our collection ratio for our online auctions is the highest in the industry.

Once all payments are received, RBAI will balance your auction proceeds with the actual sales results. This will also include accounting for all taxable sales and sales tax collected.

RBAI will remit all monies, less sales tax and commission, to the City. Along with a cover letter, we will send the City a summary of your auction totals and an individual lot listing. The letter, summary and check will be emailed to the City with the originals sent in the mail. The reports are emailed to the City at the time the letter and summary are sent. This information can be emailed to as many departments as the City desires.

RBAI will maintain electronic records of your auctions, reports and all documentation for sales tax for a minimum of three years. RBAI's retention policy is aligned with state and federal guidelines to ensure that we have records available in the event of any type of audit.

Our online auctions are archived on two dedicated servers for an indefinite period of time.

PROCEDURES FOR THE CITY OF FORT LAUDERDALE, FLORIDA

The City will provide all information on auction items to be sold. This information will include digital photographs of each item as well as a full description of the item being sold. For vehicles and equipment, the City will complete a Vehicle/Equipment Information Sheet. A sample of this sheet is included on the following page. On miscellaneous items, the City will give a complete description of items included in each lot.

The City will provide onsite viewing of all auction items, on a date designated by the City, before the closing of each online auction for bidders to come and physically inspect all items, if they so desire.

The City will oversee checkout and removal of paid auction items. The City will utilize the Paid Receipt provided by RBAI to ensure proper checkout of items.

The City will complete all paperwork on titled vehicles and forward this paperwork to the successful bidder in the manner the City desires.



RENÉ BATES AUCTIONEERS, INC.

4660 CR 1006
 McKinney, TX 75071
 Phone 972-548-9636 • Fax 972-542-5495 • Email

ON-LINE AUCTION INFORMATION

Vehicle & Equipment Information

Date: _____

Owner: _____ Asset or Vehicle Number: _____

Year: _____ Make: _____ Model: _____

VIN/Serial Number: _____

Mileage: _____ Hours (if applicable): _____

Engine Size: _____ Gas: Diesel: Propane: Other: Type: _____ Make: _____

Transmission: Automatic Manual Other: _____ Tire Size: _____

Interior: Type of Seats Bucket Floor Mats: Rubber
 60-40 Carpet
 Bench

Vehicle Equipment:

	Yes	No		Yes	No
A/C	<input type="checkbox"/>	<input type="checkbox"/>	Radio	<input type="checkbox"/>	<input type="checkbox"/>
PS	<input type="checkbox"/>	<input type="checkbox"/>	AM Radio	<input type="checkbox"/>	<input type="checkbox"/>
PB	<input type="checkbox"/>	<input type="checkbox"/>	FM Radio	<input type="checkbox"/>	<input type="checkbox"/>
Power Windows	<input type="checkbox"/>	<input type="checkbox"/>	Two-Way	<input type="checkbox"/>	<input type="checkbox"/>
Power Locks	<input type="checkbox"/>	<input type="checkbox"/>	Does it Run	<input type="checkbox"/>	<input type="checkbox"/>
Spotlight	<input type="checkbox"/>	<input type="checkbox"/>	Is it a Seized Vehicle	<input type="checkbox"/>	<input type="checkbox"/>
Rear Window Defogger	<input type="checkbox"/>	<input type="checkbox"/>	Does it have a title	<input type="checkbox"/>	<input type="checkbox"/>
Trunk Release	<input type="checkbox"/>	<input type="checkbox"/>	Is it a Salvage Title	<input type="checkbox"/>	<input type="checkbox"/>
			Is it a Police/Branded	<input type="checkbox"/>	<input type="checkbox"/>

Exterior Damage: _____

Repair Remarks: (work done recently - include dates)

Known Defects:

Other General Remarks or Descriptions:

Location: _____

Contact Name/Email/Phone: _____

Section L: Website

The feedback we receive most often from our bidders and sellers is the ease of use of our website. Our website was designed to serve one purpose. Conduct online auctions for our clients in the most easily accessible format possible. We must balance the needs and wants of consumers who want to buy small miscellaneous items with business people who come to our site for the very serious job of buying equipment or other large ticket items. The three things that are the MOST important when a bidder visits our site are: WHAT ARE WE SELLING, WHO IS SELLING IT AND IS THIS INFORMATION PROVIDED TO ME THE INSTANT I HIT THE SITE? These three things are addressed immediately when you access www.renebates.com.

SCREEN SHOTS - The first thing you will always see is the auction that is closing at that time. **(See Home Page Screen Print – Page 47)** From there, the home page has all open auctions listed in date and time order. So, regardless of which auction brought you to our site, every visitor will see the auctions closing today, tomorrow and so on. Each auction is then accessed simply by clicking on the name of the auction.

(See City of Plano auction – Pages 48 and 49) On the seller's auction page, all the information specific to your auction is listed which includes date and time of closing, location, highlights, all items link, inspection, payment and removal terms. From here, clicking into either "all items" or individual categories will take you to the item's page where bids are placed.

(See City of Plano Item 08403 – Page 50) Bidder can place bids here or click on the photo icon which brings up all photographs associated with each item.

Since everything can be accessed from our home page, www.renebates.com, I will give a roadmap of the rest of our site as screen shots of every page is not feasible due to the 50 page target on our response. From our home page, the Tool Bar at the top takes a bidder anywhere they need to go.

The "Auctions" tab has Current Auctions which is the home page and "Recently Closed Auctions" which takes you to those auctions that have recently closed.

The "Register" tab has three options with the following information found under each tab:

- New Bidding Number - Terms & Conditions, Bidder Registration Form, Email Interests Options
- Lost Password - Ability for bidder to obtain number and password as well as update their bidder profile
- Update Bidder Profile - same as above; bidder can do either from both links

The "Help" tab has six options with the following information found under each tab:

- Bidding - General information for bidders on how to bid on our site
- Selling - Link for sellers/potential sellers to contact RBAI
- Forms - Utilized by bidders to download frequently used forms

FAQ's - Frequently Asked Questions

Terms & Conditions - Same T&C's as found under the New Bidding Number tab

Privacy Statement - Policy regarding RBAI's use of information on our site

The "Contact" tab allows bidders to easily contact RBAI with questions or concerns. Also has link to obtain lost password/bidder number. Includes all contact information for RBAI.

The "Mailing List" tab allows potential bidders to receive emails of their choosing without being a registered bidder.

We currently have over 50,000 registered bidders on our site. These are individuals or companies who have completed the entire registration process and are either currently activated or have been activated in the past. For the most recent fiscal year, the site statistics generated from our server indicate that we had a high of 30 million hits in a month. The statistics from our site give us the top 20 countries and show us which auction profile receives the most traffic. We can provide the City with their individual site statistics if requested. We do not claim to have the most registered bidders or the most hits. We do; however, prove each time that we conduct an auction that we have quality bidders allowing us to give the City the highest rate of return on their assets. The bottom line is that we get your items sold for the highest dollar amount.

The following items detail the safety and security of our website:

1. Rene' Bates Auctioneers, Inc. has a dedicated web site to our online and live auctions hosted at Rackspace Managed Hosting in San Antonio, Texas. Rackspace is one the largest web hosting companies in the United States and they utilize the latest technologies and have an experienced and dedicated staff available for technical issues 24/7 for all their clients.
2. Our website is hosted by Rackspace Managed Hosting in San Antonio, Texas, but all information, maintenance, and handling of the website is done by employees of Rene' Bates Auctioneers, Inc. **Rackspace maintains, tests and supports our server on a continual basis to ensure that problems and downtime are addressed before they happen.**
3. We offer expert technical support to bidders and selling entities, as well as 24-hour site monitoring, through our ISP, **allowing for a 99.9% uptime guarantee.** All servers and connectivity hardware are housed in a secure building with fully redundant power and multiple on premises backup generators. Our high performance, dedicated and redundant backbone network connections enable us to offer unlimited bandwidth, providing unlimited users full access to your auction. Through our firewall network administrator and traffic shaping abilities, we are able to protect against almost all types of Denial of Service attack, hacking, and internet saboteurs. Our site also supports Secure Socket Layer (SSL) transaction encryption, allowing bidders to confidently transmit their registration information over the web.

René Bates Au

HOME PAGE SCREEN PRINT

RENE BATES AUCTIONEERS, INC.



Town of Lauderdale-By-The-Sea, Florida - Online Auction

Closes: May 8, 2013 - Beginning at 12:00 PM CST (1:00 PM EST)
Selling 4 Items Including: 2008 Allianz Johnston Madvac CN200 Compact Vacuum Street Sweeper, SUV, Hurricane Shutters, Phones and Related



City of Pompano Beach, Florida - Online Auction

Closes: May 8, 2013 - Beginning at 1:00 PM CST (2:00 PM EST)
Selling 20 Items Including: 2004 Ford F650 with Loadmaster Elite 8 Cubic Yard Refuse Truck, Pickup, Van, Automobile, Parking Enforcement Vehicle, 2 ATVs, 2 Trailers, Mowers, Nortel Phone System, Print Shop Equipment and Related, Electronics and Related, Lighting and Fixtures



Lovejoy Independent School District - Lucas, Texas - Online Auction

Closes: May 7, 2013 - Beginning at 9:00 AM CST
Selling 15 Items Including: Exercise Equipment, Television and Yamaha Electronic Piano



Midland College - Midland, Texas - Online Auction

Closes: May 7, 2013 - Beginning at 10:00 AM CST
Selling 160 Items Including: 1 Kent Industrial KTM 380 Mill, 1 Taichung Machine Works Lathe, Appliances, Building & Construction Related, Display Case, Electrical Equipment & Supplies, Electronics & Related Items, Furniture & Home Furnishings, Gym Lights, Irrigation & Related, Laboratory & Scientific, Medical & Dental, Musical Instruments & Accessories, Office Furniture & Equipment, Pool Tables, Safe, School Furniture & Equipment, Shelving, Sports & Recreational, Storage Containers



City of Carrollton, Texas - Online Auction

Closes: May 7, 2013 - Beginning at 2:00 PM CST
Selling 20 Items Including: SUV, 3 Automobiles, Office Furniture and Equipment, Electronics and Related, Safety Related



Town of Addison, Texas - Online Auction

Closes: May 7, 2013 - Beginning at 3:00 PM CST
Selling: Office Furniture and Equipment

René E

CITY OF PLANO AUCTION-2 PAGES



City of Plano, Texas - Online Auction - CLOSED

Date & Time: Closes: April 25, 2013 Beginning at 10:00 AM CST

Location: 4200 West Plano Parkway, Plano, Texas 75093

Highlights: Selling: 2008 Spartan/Smeal 100 Foot Aerial Fire Truck



Categories: ALL ITEMS (1)

Notes: INSPECTION:

By appointment only, please.

INFORMATION:

Reid Choate - (972) 769-4182 or reidc@plano.gov

STAGGERED ENDING TIMES: Each online auction has staggered ending times. When you click on "ALL ITEMS" (above), using 10:00 AM as an example ending time, the first online auction item will close at 10:00 AM and each online auction item will close one minute after the previous. For example: The first online auction item closes at 10:00 AM. The second online auction item closes at 10:01 AM. The third online auction item closes at 10:02 AM. This will continue until all online auction items have closed. Note that extended bidding is also in place. Therefore, if the first online auction item goes into extended bidding the second online auction item will still close at 10:01 AM and the third online auction item will still close at 10:02 AM, etc. (unless they also go into extended bidding) while the first online auction item is still in extended bidding. This scenario applies to all online auction lots. If you have any questions regarding extended bidding, please contact us.

YOU WILL NOT BE INVOICED FOR THE ITEMS YOU HAVE PURCHASED UNTIL THE ENTIRE ONLINE AUCTION IS OVER.

Terms: IMPORTANT PAYMENT INSTRUCTIONS:

Payment should be sent overnight payable to René Bates Auctioneers, Inc. in the form of a cashier's check or money order to:

René Bates Auctioneers, Inc.
Attention: Payment Dept.
4880 County Road 1008
McKinney, Texas 75071

All payments for this auction must be received no later than 3:00 p.m., Wednesday, May 1, 2013.

PLEASE INCLUDE A COPY OF YOUR INVOICE WITH YOUR PAYMENT! If you are claiming purchases for resale OR if you are tax exempt, please include the appropriate tax form with your payment. The resale and exemption forms can be found on our website by clicking on the Help Menu and then "Forms". All previously submitted resale or exemption forms are kept with individual auctions so you must send a new form with each payment. We will not refund sales tax paid after a paid receipt has been issued so please ensure that your resale or exemption certificates are properly completed and submitted with your payment. Any requests for refund of sales tax after the sale is completed will be issued a Form 00-985 Assignment of Right to Refund in lieu of a refund of sales tax paid. There will be no exceptions to this policy. Any items taxed with a TERP sales tax includes the 2% State of Texas TERP surcharge.

REMOVAL:

BY APPOINTMENT ONLY - NO EXCEPTIONS!

Contact Linda Robinson at (972) 769-4180 to schedule your removal appointment. Removal appointments will be scheduled Monday through Friday from 8:00 am to 10:30 am and 1:00 pm to

René Bates Auctioneers, Inc.

4:30 pm and must be made a minimum of 2 hours in advance. All items must be removed by May 1. YOU MUST HAVE A COPY OF THE PAID RECEIPT and DRIVER'S LICENSE TO PICK UP ITEMS!!!

Prior to removal, buyers must sign all appropriate paperwork at Fleet & Equipment Services Office located at 4200 W. Plano Parkway.

PLEASE BE AWARE THAT IF YOU ARE LATE FOR YOUR APPOINTMENT YOU WILL HAVE TO RESCHEDULE A NEW APPOINTMENT TIME AND THAT NEW APPOINTMENT TIME MAY HAVE TO BE SCHEDULED FOR A DIFFERENT DAY. PLEASE DO NOT MAKE YOUR TRIP THERE AN UNPRODUCTIVE ONE SO AS NOT TO WASTE YOUR TIME!!

After the final day for removal, a storage fee of \$25.00 per day, per item will be charged to the buyer. If merchandise is not removed within ten days after the final removal date, the ownership of the merchandise will revert back to the Seller and they may dispose of or re-sell the item at their discretion.

REGARDING TITLE PAPERWORK:

Please contact Linda Robinson at (972) 789-4180 or lindaro@plano.gov to obtain your title paperwork. THE CITY OF PLANO WILL ONLY RELEASE TITLES TO THE WINNING BIDDER. PLEASE BRING A COPY OF YOUR DRIVER'S LICENSE AS PROOF OF IDENTITY. TITLES WILL NOT BE RELEASED TO A THIRD PARTY OR TRANSPORT COMPANY. IF THE WINNING BIDDER IS UNABLE TO GO TO THE CITY OF PLANO IN PERSON TO PICK UP THEIR TITLE THE CITY OF PLANO WILL MAIL THE TITLE VIA CERTIFIED MAIL.

The Seller DOES NOT provide transportation or loading services for buyers to remove their merchandise. Any and all methods of lifting, towing, and hauling, as well as all other methods or requirements for the removal and transport of the materials, equipment and/or vehicles, is the sole responsibility of the buyer. THE CITY OF PLANO, TEXAS WILL NOT ASSIST THE PURCHASER IN ANY WAY TO REMOVE THE UNIT(S) PURCHASED; THIS INCLUDES JUMP STARTING, AIRING TIRES, LOADING ONTO A VEHICLE OR TRAILER, PROVIDING FUEL, ETC. THE CITY OF PLANO, TEXAS WILL MOVE THE ITEM(S) PURCHASED OR OTHER ITEMS IF THE ITEM(S) PURCHASED ARE PARKED IN SUCH A MANNER THAT WOULD MAKE IT DIFFICULT OR IMPOSSIBLE TO LOAD SAFELY.

Contact: René Bates Auctioneers, Inc.
4660 County Road 1006
McKinney TX 75071
Phone: 972-548-9838
Fax: 972-542-5495
Email [Web-page](#)

Bidder number: _____ Password: _____ [Review Bids](#)



Hall of Fame Inductee



Lifetime Member



Charter Sponsor



Lifetime Member

4660 County Road 1006 • McKinney, TX 75071 • (972) 548-9836
René Bates TX LIC 6644; AL LIC 232; AR LIC 215; FL LIC ABAU55; IN LIC AU01045613;

René Bates Au

CITY OF PLANO ITEM 08403

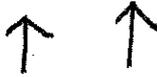
RENE BATES AUCTIONEERS, INC.

[Refresh](#) Select category Bidding extended on Open Items for 5 minutes since last bid.

City of Plano, Texas - Online Auction -
 Closes: April 25, 2013 Beginning at 10:00
 AM CST

Category: ALL (1 records)

Item	Photo (Off)	Description	High Bids	Current Bidder	Current Amount	Next Bid Required	Your Bid	Your Maximum
08403		2008 Spartan/Smeal 100 Foot Aerial Fire Truck; VIN 4S7AX2P927C058540; 26,317 Miles showing - not guaranteed; 2,869 Hours showing - not guaranteed; Cat C13 525 hp Diesel; Allison 4000 EVSPR Auto; Bucket seats; Rubber mats; A/C; PS; Air brakes; PL; PW; AM/FM Radio; Was running when taken out of service; 30 Gallon Foam System; 75 Gallon Fuel Tank Apparatus Model: C-502-CC-100PL, SN 805220; Aerial Model: S-100M5PL127, SN 806010; Waterous Pump Model: S100C10F-1250, SN 128885; 1,250 GPM; 300 Gallon Capacity; Completed and Passed Testing/Certification: (UL Certificate #12FES15852-8540) Fire Pump - 4/9/12, Aerial Test - 3/28/12; Onan 10K Hydraulic Generator; 83,000 GVW; Click here... for the Chassis specifications. Click here... for the Cab specifications. Please note the specification documents are what was requested by the City when they purchased the truck - current condition and inclusions are unknown; Call Reid Choate at (972) 789-4182 for additional information; AS-IS; Current condition UNKNOWN. This item is used and may contain defects that are not immediately detectable. Text description given is meant to be used as a guide only. You are responsible for inspecting item before bidding. All other information provided is believed to be correct but no warranty as such is either intended or implied. All items are sold AS IS - WHERE IS AND WITH ALL FAULTS AND DEFECTS THEREIN.	21	24949	450,200.00	450,300.00	ended	



Bidder number Password [Submit Bids](#) [Review Bids](#) - [Increments](#)

Section M: Reports

The following reports are provided to the seller at the conclusion of each auction. In addition, these reports can be obtained by the seller directly from our website by accessing our archives, which will be provided to each seller upon their request.

The Auction Totals Page shows the following: **(See page 53 for sample)**

- i. Number of Items in auction
- ii. Items with bids
- iii. Standard bids
- iv. Maximum bids
- v. Total bids
- vi. Current total (final auction results)

The Title Page details the following: **(See Page 48 and 49 for sample)**

- i. Name of Entity
- ii. Date and Time of Auction
- iii. Location of auction
- iv. Highlights of items being sold
- v. Categories of items included in auction
- vi. Notes regarding auction including inspection dates and times, contact persons, staggered ending explanation
- vii. Additional terms of auction including removal terms, information regarding sales tax, information on how title work is handled and statement regarding \$25.00 storage fee
- viii. Contact information for Rene' Bates Auctioneers Inc.

The Auction Results (aka Settlement) report includes: **(See page 54 for sample)**

- i. Item or Lot Number
- ii. Full description of item being sold along with all disclosures added by Rene' Bates Auctioneers, Inc.
- iii. Final Sales Price
- iv. Winning Bidder Number
- v. Also included on this report on the first page at the top right is the name of the selling entity and date and time of closing of the auction.

Please note that on your settlement reports, your auction can have multiple settlements or consignors. In the event you have items that belong to different departments or funds, you can give us this information when you send the auction to us. We will set up these "consignors" within your auction. It will be invisible to the public but will allow us to send you settlement reports for each consignor you have listed. Many sellers like this method as it makes the reconciliation on their end much easier when the reports break down the auction items by departments or funds.

A "Paid Receipt" is sent to the Seller when payment has been received. The information that will always be found on a paid receipt is: **(See page 55 for sample)**

- i. It will always be sent from auction@renebates.com.
- ii. It will have the distribution list that has been given to us by the seller.
- iii. The receipt will show "Paid in Full", the dollar amount received and what form of payment was received (i.e. cash, cashier's check, money order, wire transfer).
- iv. The Bidder's number, name, address and phone numbers will be listed.
- v. The items that were purchased will be listed with their item number and full description.
- vi. The Taxable and Non-Taxable Totals will be showing. If tax is paid, it will reflect the amount paid. If tax is not being paid, it will have the appropriate non-taxable code.
- vii. The Removal Terms will be on the final paid receipt along with any other pertinent information the selling entity has given us.
- viii. These paid receipts are sent to the selling entity and to the winning bidder. The winning bidder uses the receipt to pick up their winning items from the selling entity.

THESE REPORTS ARE AVAILABLE TO YOU IN THE FOLLOWING FORMATS FOR THE FOLLOWING TIME PERIODS:

Your Auction Totals page and Title Page can be obtained from Rene' Bates Auctioneers, Inc. at any time. They will be mailed to you upon completion of your auction and they can be emailed, if requested and will be available for a minimum of three years.

The Auction Results will also be emailed upon completion of the auction. Your auction results are archived on our website indefinitely and can be pulled up at any time by searching our history function for your auction. In the event any of your staff wishes to utilize this function, simply call our office and we will provide the instructions for our archived auction section. Your auction results will be available for three years.

The paid receipts can be reproduced (email, mail, fax) at any time if the seller is in need of another copy for their records and will be available for three years after the date of the auction.

All of these reports can be reproduced for the seller at any time. We have records of all online auctions that we have conducted since 1999 and will be happy to assist with any request of reports needed.

For our internal use, we also produce tax summary reports which indicate taxable vs. nontaxable items. Once all proceeds are collected, we then generated tax summary reports that indicate nontaxable items, taxable items where tax was collected and then "resale" taxable items where the bidder provided resale or exemption forms.

Additional information that we can provide to the City upon request are the actual page views for your auction and the unique IP addresses that looked at your auction. This is a special request item and can be provided at the seller's request for any current auctions. **For the City of Plano, Texas auction which had only one item, there were 12,788 views of the item and 2,704 Unique IP addresses that looked at it.**

Auction Totals

RENÉ BATES AUCTIONEERS, INC.

Auction totals

City of Plano, Texas - Online Auction - Closes: April 25, 2013 Beginning at 10:00 AM CST

Auction Totals

Items:	1
Items with bids:	1
Standard bids:	21
Max bids:	18
Total bids:	39
Current total:	\$450,200.00

Current prices have been saved as auction results.

4660 County Road 1006 • McKinney, TX 75071 • (972) 548-9636
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auction@renebates.com



Settlement

Page 1 of 1

Sheryl Bates

From: <2013@renebates.info>
 Date: Monday, May 06, 2013 10:43 AM
 To: <sheryl@renebates.com>
 Subject: Auction Settlement: 130425-276-46-38

Rene' Bates Auctioneers, Inc.

4660 County Road 1006
 McKinney, Texas 75071
 Phone: (972) 548-9636
 Fax: (972) 542-5495
 www.renebates.com

Settlement
 #130425-276-46-38
 04/30/2013

City of Plano, Texas
 Contact Name
 P O Box 860358
 Plano Texas 75086-0358

Phone: 972-###-####
 Email: client@city.gov

CITY OF PLANO, TEXAS - CLIENT #276-46 FLEET; 04/25/2013 #253

Bidder	Item	Qty	Description	Comm	Amount
24949	08403	1	2008 Spartan/Smeal 100 Foot Aerial Fire Truck; VIN 4S7AX2P927C058540; 26,317 Miles showing - not guaranteed; 2,869 Hours showing - not guaranteed; Cat C13 525 hp Diesel; Allison 4000 EVSPR Auto; Bucket seats; Rubber mats; A/C; PS; Air brakes; PL; PW; AM/FM Radio; Was running when taken out of service; 30 Gallon Foam System; 75 Gallon Fuel Tank Apparatus Model: C-502-CC-100PL, SN 805220; Aerial Model: S-100M5PL127, SN 806010; Waterous Pump Model: S100C10F-1250, SN 128885; 1,250 GPM; 300 Gallon Capacity; Completed and Passed Testing/Certification: (UL Certificate #12FES15852-8540) Fire Pump - 4/9/12, Aerial Test - 3/26/12; Onan 10K Hydraulic Generator; 83,000 GVW; Click here... for the Chassis specifications. Click here... for the Cab specifications. Please note the specification documents are what was requested by the City when they purchased the truck - current condition and inclusions are unknown; Call Reid Choate at (972) 769-4182 for additional information; AS-IS; Current condition UNKNOWN. This item is used and may contain defects that are not immediately detectable. Text description given is meant to be used as a guide only. You are responsible for inspecting item before bidding. All other information provided is believed to be correct but no warranty as such is either intended or implied. All items are sold AS IS - WHERE IS AND WITH ALL FAULTS AND DEFECTS THEREIN.		450200.00

Bid total: 450200.00

Total: 450200.00

Balance Due To Seller: 450200.00

5/6/2013

Paid Receipt – Page 1

Page 1 of 2

Sheryl Bates

From: <2013@renebates.info>
 Date: Monday, May 06, 2013 10:41 AM
 To: <sheryl@renebates.com>
 Subject: Auction purchases - Invoice: 130425-#####-38

Rene' Bates Auctioneers, Inc.

4660 County Road 1006
 McKinney, Texas 75071
 Phone: (972) 548-9636
 Fax: (972) 542-5495
 www.renebates.com

Invoice
 #130425-#####-38
 04/30/2013

Company Name
 Bidder Name
 Address
 City, State, Zip
 City of Plano, Texas - Online Auction #253

Phone: 111-111-1111
 N. Phone: 111-111-1111
 Fax: 111-111-1111
 Email: bidder@company.com

Bidder	Item	Qty	Description	Tax	Amount
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#####	08403	1	2008 Spartan/Smeal 100 Foot Aerial Fire Truck; VIN 4S7AX2P927C058540; 26,317 Miles showing - not guaranteed; 2,869 Hours showing - not guaranteed; Cat C13 525 hp Diesel; Allison 4000 EVSPR Auto; Bucket seats; Rubber mats; A/C; PS; Air brakes; PL; PW; AM/FM Radio; Was running when taken out of service; 30 Gallon Foam System; 75 Gallon Fuel Tank Apparatus Model: C-502-CC-100PL, SN 805220; Aerial Model: S-100MSPL127, SN 806010; Waterous Pump Model: S100C10F-1250, SN 128885; 1,250 GPM; 300 Gallon Capacity; Completed and Passed Testing/Certification: (UL Certificate #12FES15852-8540) Fire Pump - 4/9/12, Aerial Test - 3/26/12; Onan 10K Hydraulic Generator; 83,000 GVW; Click here... for the Chassis specifications. Click here... for the Cab specifications. Please note the specification documents are what was requested by the City when they purchased the truck - current condition and inclusions are unknown; Call Reid Choate at (972) 769-4182 for additional information; AS-IS; Current condition UNKNOWN. This item is used and may contain defects that are not immediately detectable. Text description given is meant to be used as a guide only. You are responsible for inspecting item before bidding. All other information provided is believed to be correct but no warranty as such is either intended or implied. All items are sold AS IS - WHERE IS AND WITH ALL FAULTS AND DEFECTS THEREIN.	n	450200.00
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Bid total: 450200.00

Total: 450200.00

WIRE TRANSFER 450200.00

Balance Due: 0.00

* Paid in Full *

REMOVAL: BY APPOINTMENT ONLY - NO EXCEPTIONS! Please contact Linda Robinson at (972) 769-4180 to schedule your removal appointment. Removal appointments will be scheduled Monday through Friday from

5/6/2013

Paid Receipt – Page 2

Page 2 of 2

8:00 am to 10:30 am and 1:00 pm to 4:30 pm and must be made a minimum of 2 hours in advance. All items must be removed by May 1st. **YOU MUST HAVE A COPY OF THE PAID RECEIPT and DRIVER'S LICENSE TO PICK UP ITEMS!!** Prior to removal, buyers must sign all appropriate paperwork at Fleet & Equipment Services Office located at 4200 W. Plano Parkway. After the final day for removal, a storage fee of \$25.00 per day, per item will be charged to the buyer. If merchandise is not removed within ten days after the final removal date, the ownership of the merchandise will revert back to the Seller and they may dispose of or re-sell the item at their discretion.

LOCATION: 4200 West Plano Parkway, Plano, Texas 75093.

PLEASE BE AWARE THAT IF YOU ARE LATE FOR YOUR APPOINTMENT YOU WILL HAVE TO RESCHEDULE A NEW APPOINTMENT TIME AND THAT NEW APPOINTMENT TIME MAY HAVE TO BE SCHEDULED FOR A DIFFERENT DAY. PLEASE DO NOT MAKE YOUR TRIP THERE AN UNPRODUCTIVE ONE SO AS NOT TO WASTE YOUR TIME!!

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Thank you for bidding!

5/6/2013

Section N: Customer Support

1. Service and Support for Bidders/Buyers

Service and support for the bidder/buyer is provided in whatever method of communication the buyer prefers. Our website is user friendly and offers help through its various links such as How to Bid, Frequently Asked Questions, Terms and Conditions and Forms menus. The Help menu on our home page explains all features on our website and how they work. Our Frequently Asked Questions section has been compiled from listening to our online bidders for the past 14 years. In addition, we have staff available Monday – Friday from 8:00 AM to 5:00 PM to assist bidders via the telephone or email.

RBAI has sufficient staff available to respond to customer service and technical issues. If a bidder calls during our normal business hours, they will always receive a live response. We do not have voicemails as our most important feature is our personal customer service. It is our policy to answer all emails within an hour of when they are received or by the next business day for those requests sent to us after 5:00 PM on any given day. Our entire staff is fully trained in all website operations and can respond and resolve issues in a very short period of time. At RBAI, we take customer service very seriously and do everything in our power to accommodate both our sellers and buyers in any way that we can.

As it relates to technical issues, RBAI has technical support from our web host server 24 hours a day, seven days a week. If we identify any problems, we are given priority attention and all matters are handled as such. Our web host provider guarantees us an uptime percentage of 99.99% and we demand the guarantee be upheld and the service provided to us is exemplary.

We also provide computer technical support available in the event a seller or bidder is having any issues they can't resolve. We see this most frequently when there is a bidder that needs assistance on why their particular internet browser or operating system is functioning a certain way. This typically happens when bidders have older computers using older systems. Our computer personnel are able to help determine any problems and assist in educating the bidder on the ways that online auctions are "best viewed" according to industry standards.

2. Customer Support - Dispute Resolution

If a dispute arises on any of the agency's items, assisting with those issues is a critical part of our business model. RBAI is not simply a web host provider where you can post your items. Instead, we are a full service auction company that takes responsibility for your auction from start to finish. If a buyer defaults on a bid or disputes an item for any reason, we are there to assist the City in the resolution. When bidders default, RBAI will be the one to notify the City of such default. Since the collection of your auction proceeds is our responsibility, we will have made numerous phone and email contacts in the event a bidder does not pay. In this case, we will ban the bidder from any future participation in our auctions. We will also contact the City to determine if they want us to try and go to a backup bidder or if the City prefers to repost the item immediately or hold the item until their next auction. Whatever

the City decides to do, we will handle it and as always, any items not paid for will never cost the City as we only collect on items sold and collected.

In the event of disputes, we will assist the City when requested. We can provide valuable information to the City on the bidder such as their bid history, record of any past disputes, timely or delinquent payment patterns, etc. We believe that each scenario is unique and each bidder is unique. We will always be happy to give the City advice in this area. Before doing so, we always evaluate the past history of the bidder in question and give recommendations based on that along with other solutions that Cities have used in the past for similar situations. Whatever the case, we will always be available to help resolve any issues as we want the City's auction process to be as smooth as possible.

WE WANT TO STRESS AGAIN THAT RENE' BATES AUCTIONEERS, INC IS NOT SIMPLY A "WEB HOST PROVIDER", WE ARE A FULL SERVICE AUCTION COMPANY. WE CONSIDER OURSELVES A PARTNER IN YOUR AUCTION PROCESS AND WILL BE RESPONSIVE TO YOUR ISSUES AS IF THEY WERE OUR OWN.

Section O: Additional Items

Items Not Included – All required items requested to respond to the RFP for the Standard internet Auction Services have been included.