

INVITATION TO NEGOTIATE

FOR

AUCTIONEER SERVICES

ITN NO.: DMS-10/11-020

RELEASE: 11/29/2010

**Refer ALL Inquiries to
Procurement Officer:**

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INCLUDED AS SEPARATE DOCUMENTS:

- ATTACHMENT A – PUR 1000 General Contract Conditions**
- ATTACHMENT B – PUR 1001 General Instructions to Respondents**

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SECTION 1 – INTRODUCTORY MATERIALS

1.01 Definitions

- A. Auction:** A public sale of property, by an auctioneer, to the highest bidder.
- B. Auctioneer:** A person who holds a valid state of Florida auctioneer license, as required by Chapter, 468.385, Florida Statutes (FS).
- C. Auction Manager:** The Department of Management Services’ (“DMS” or “the Department”) employee assigned to oversee the operations of the auction. The Auction Manager is any employee designated as such by the Department.
- D. Auctioneer Services:** The business of arranging, managing, sponsoring, advertising, promoting, and conducting an auction.
- E. Auction Site:** The facility at which an auction is held.
- F. Consignor:** The State Agencies/entities pursuant to Section 287.042(2), FS, political subdivisions (county, local county board of public instruction, municipal or other local public agency/authority), State Universities and other authorized institutions pursuant to Section 240.605, FS, and private non-profit transportation communities pursuant to Chapter 427, FS, as well as any other additional government entities as may be approved in the future by the State of Florida Legislature, or by the Department, that own vehicles and equipment to be sold at auction.
- G. Contract:** Means the legally enforceable agreement, if any, that results from this solicitation. The parties to the Contract are the Department and the Contractor.
- H. Contractor:** The Responsive Respondent who is awarded a contract as a result of this solicitation.
- I. Department:** The State of Florida, Department of Management Services.
- J. Division of Specialized Services:** A Division within the Department.
- K. Knock Down:** The point in time during an auction that the Auctioneer verbally declares an item “Sold.”
- L. Procurement Officer:** See Attachment B – PUR 1001 General Instructions to Respondents for definition.
- M. Respondent:** See Attachment B – PUR 1001 General Instructions to Respondents for definition.
- N. Response:** See Attachment B – PUR 1001 General Instructions to Respondents for definition.
- O. State:** The State of Florida and its agencies.
- P. Vehicles and Equipment:** Items including, but not limited to, automobiles, trucks, field equipment, heavy equipment, boats, marine equipment, hand tools, and computers.
- Q. Working Day:** Standard operating hours of 8:00 a.m. to 5:00 p.m. E.S.T., Monday through Friday, except for the State holidays designated in Section 110.117, FS.

1.02 Background

The Department has been provided services by the same vendor for the past six (6) years without any issues or concerns. The Department expects that the Respondent who is awarded the contract that may result from this solicitation will provide the same level of service and will be very diligent and very mindful of the methods, procedures and processes required to conduct a satisfactory auction.

1.03 Overview

The Department is interested in entering into a contract with a vendor for services identified in Section 3 of the solicitation. Auctioneers are invited to respond to this solicitation. By submitting a response, each Respondent certifies that it satisfies the following criteria, in addition to any other specified in the solicitation documents.

The term of the prospective contract will be three (3) years with three (3) one (1) year renewals.

1.04 Timeline

Listed below are important dates/times during which actions must be taken or completed. If the Department finds it necessary to update any of the dates/times noted, it will be accomplished by an addendum to the solicitation. All times listed below represent local time in Tallahassee, Florida.

DATE	TIME	
11/30/2010		Release of Solicitation
12/08/2010	12:00 p.m.	Questions Due
12/15/2010		Anticipated Date Answers to Questions are posted on the Vendor Bid System
12/29/2010	3:00 p.m.	Replies Due/Opening
01/04/2011		Anticipated Dates of Evaluation
01/11/2011		Anticipated Posting Date of Qualified Respondents on the Vendor Bid System
01/ 17 – 20 /2011		Anticipated Dates of Negotiations
02/01/2011		Public Meeting – Recommended Award
04/01/2011		Anticipated Posting of Intended Award on Vendor Bid System

SECTION 2 – SPECIAL INSTRUCTIONS TO RESPONDENTS

This section serves in conjunction with Attachment B - PUR 1001 General Instructions to Respondents.

2.01 Amendments to the Solicitation Documents

The Department shall post amendments to the solicitation documents on the Florida Vendor Bid System (VBS) at http://vbs.dms.state.fl.us/vbs/search.criteria_form, by selecting “Department of Management Services” in the “Agency” drop down box. Each Respondent is responsible for monitoring the VBS for new or changing information.

2.02 Questions

Respondents shall address all questions regarding this solicitation, in writing, to the Procurement Officer identified on the cover sheet of this solicitation. The Department shall post answers to questions on VBS as noted on Section 1, Timeline. (See PUR 1001 - General Instructions to Respondents, Section 21. Limitation on Vendor Contact with Agency during Solicitation Period.)

The Respondent shall advise the Department in writing prior to bid of any and all discrepancies between these procedures and the manufacturer's specific procedures.

2.03 Alternate Replies

Alternate replies and exceptions to this solicitation are not permitted. If the Respondent has any issue with the requirements or terms and conditions of this solicitation, such issues shall be presented to the Department and addressed by the Department during the question and answer phase of the solicitation. Including alternate replies or exceptions to this solicitation in any response may result in the response being deemed non-responsive to the solicitation.

2.04 Special Accommodation

Any person requiring a special accommodation at Departmental Purchasing because of a disability should call Departmental Purchasing at (850) 488-1308 at least five (5) workdays prior to the scheduled event. If you are hearing or speech impaired, please contact Purchasing by using the Florida Relay Service at (800) 955-8771 (TDD).

2.05 Confidential, Proprietary, Or Trade Secret Material

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, Respondent must also simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled “Redacted Copy.”

The Redacted Copy shall be provided to the Department at the same time Respondent submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. The Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Respondent shall protect, defend, and indemnify the Department for any and

all claims arising from or relating to Respondent's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If Respondent fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by Respondent in answer to a public records request for these records.

2.06 Certification of Drug-Free Workplace Program

The State supports and encourages initiatives to keep the workplaces of Florida's suppliers and contractors drug-free. Section 287.087, Florida Statutes, provides that, where identical tie proposals are received, preference shall be given to a proposal received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall sign and submit the attached "Certification of Drug-Free Workplace Program" form to certify that the Respondent has a drug-free workplace program. The Contractor shall describe how it will address the implementation of a drug-free workplace in offering the items of bid.

2.07 Diversity

Florida is a state rich in its diversity and is dedicated to fostering the continued development and economic growth of small, minority, women and service-disabled veteran owned business enterprises in the State of Florida. Participation of a diverse group of vendors doing business with the State is central to our effort. To this end, it is vital that small, minority, women and service-disabled veteran owned business enterprises participate in the State's procurement process as both prime contractors and subcontractors under prime contracts. Small, minority, women and service-disabled veteran owned businesses are strongly encouraged to submit replies to this solicitation.

2.08 Inapplicable Provisions of Attachment B - PUR 1001 General Instructions for Respondents

The following are not applicable:

A. Section 3. Electronic Submission of Responses

Responses shall be submitted in accordance with section 2.10 of this solicitation.

B. Section 5. Questions

Questions shall be submitted in accordance with Section 2.02 of this solicitation.

2.09 Price Sheet Information/Instruction – Initial Pricing

The Respondent shall return the Price Sheet(s) with its response to this solicitation. The Price Sheet(s) shall identify the Name of the Respondent, Date of Submission, and shall bear the Signature of a Business/Corporate Representative to the prices bid.

The Price Sheet(s) shall be returned under **Tab 5** of their Response Submittal. By submitting a response under this solicitation, each Respondent warrants its agreement to the prices submitted. Any qualifications, counter offers, deviations or challenges shall render the bid non-responsive.

A. The Respondent shall e-mail the Procurement Officer identified on the cover sheet of this solicitation for an electronic version of the Price Sheet(s) to complete.

B. The Respondent shall price all items on the Price Sheet(s). Failure to price all items shall deem the Respondent non-responsive. If zero is entered on the Price Sheet, the Respondent shall make a notation at the bottom of the Price Sheet(s) indicating the intent of the zero. If no notation is made at the bottom of the Price Sheet(s), the Department will assume that the service(s) or item(s) bid will be at no cost to the Department.

- C. The Respondent shall print and sign the completed Price Sheet(s) and submit in accordance with Section 2.10, A.
- D. The Respondent shall **save an electronic version of its completed Price Sheet on a CD-Rom and submit with its response** (see 2.10, B., 3.).

All price sheet calculations will be verified for accuracy by the Department. If mathematical error(s) in a Respondent's price sheet(s) calculations are identified, unit prices submitted by the Respondent will be used to determine the total price for that Respondent. Price proposal points will be awarded based on Department verification, and if applicable, corrected price sheets. Department-corrected price sheets will be made available upon written request.

Best and Final Offers from qualified Respondents will be solicited to establish the best value for the Department.

2.10 Response Submittal

Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to provide the solution sought by the solicitation. Excessive information distracts readers from focusing on essentials. When responding to specific questions, please reprint each question in its entirety before the response.

The response shall be limited to a page size of eight and one-half by eleven inches (8½" x 11"), unless otherwise indicated. Type size shall not be less than a 12-point font. The response should be indexed and all pages sequentially numbered. Bindings and covers will be at the Respondent's discretion. However, **elaborate notebooks/hard back binders are discouraged.**

Unnecessarily elaborate brochures, artwork, expensive paper and expensive visual and other presentation aids are neither necessary nor desired.

The overall response must be written in a concise manner, which is conducive to effective evaluation and product selection.

The Respondent may not apply any conditions to any aspect of the solicitation (see Section 2.03). The only recognized changes to the solicitation prior to the opening will be by written amendments issued by the Department.

- A. The Respondent shall organize each response submittal contents as follows:

Tab 1 A cover letter on the Contractor's letterhead with the following information:

- a) Name and headquarters location of the Respondent.
- b) Primary location from where the work will be executed.

Tab 2 Completed Attachments 1 – 7.

Tab 3 Pass / Fail Requirements
As indicated in Section 2.11.

Tab 4 Response Evaluation Criteria
As indicated in Section 2.12.

Tab 5 Attachment 8 - Price Sheet(s)

Tab 6 Exceptions

If any, to the solicitation (see Section 2.03).

B. The Respondent shall submit:

1. One (1) original version of the response submittal, with five (5) copies.
2. One (1) original signed version of the price sheet, with five (5) copies.
3. One (1) scanned copy of the entire response and price sheet (see Section 2.09, D.) on a CD-ROM (with large files scanned as several separate .pdf files.).
4. **One (1) REDACTED scanned copy of the response, if applicable (see Section 2.05).**
5. Sealed packages to be delivered shall be clearly marked on the outside of the package with the solicitation number and company name.
6. Submitted hardcopies contained within the sealed packages shall be clearly marked with the Respondent's company name, and solicitation number.

Respondents are responsible for submitting responses to the Procurement Officer by the date and time specified in Section 1 of the solicitation. The Department shall not consider late responses.

2.11 Pass / Fail Requirements

The Respondent must satisfy the requirements listed below. By submitting a response the Respondent certifies that it either meets or exceeds the requirements below. The Respondent shall place this information under **Tab 3** of its response submission.

- A.** Response received by the date/time indicated in the Timeline, Section 1.03.
- B.** Convicted Vendor List
The Respondent has not been disqualified from the public contracting and purchasing process in accordance with Section 287.133(3) (d), Florida Statutes.
- C.** Suspended Vendor List
The Respondent has not been removed from the Department's vendor list pursuant to Rule 60A-1.006, Florida Administrative Code.
- D.** MyFloridaMarketPlace Registration
Respondents desiring to sell commodities or contractual services to the State are required by Rule 60A-1.030, Florida Administrative Code, to register in MyFloridaMarketPlace. Also see Attachment A – PUR 1000 General Contract Conditions.
- E.** The Respondent shall provide the Department copies of its Articles of Incorporation in order to transact business in State of Florida.

NOTE: Pursuant to 607.1503(1), Florida Statutes, Corporations, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. The Respondent agrees to

attain such authorization within seven (7) business days of notice of award, should the Respondent be awarded. Website: www.sunbiz.org

- F. Motor Vehicle Dealer License
Respondent must have a valid, active State of Florida Motor Vehicle Dealer License and a valid, active State of Florida Re-Sale Certificate.
- G. Auctions – recent experience
Respondent must be able to show experience conducting Auctions that are open to the public within the last two (2) years prior to award of Contract.

2.12 Response Evaluation Criteria

An Evaluation Team will be established to review and evaluate responses received for this solicitation. For the purposes of evaluation, scoring and ranking, responses are divided into three categories. The following shows the maximum number of points that may be awarded by category. (See PUR 1001 – General Instructions to Respondents, Section 15. Clarifications/Revisions.) The Respondent shall insert this information from this section under **Tab 4** of its response submittal.

Category 1 – Qualifications	30 Points
Category 2 – Technical Specifications	60 Points
Category 3 – Price	10 Points

The following criteria will be used by evaluators to evaluate Respondent Proposals.

- A. Qualifications (Maximum 30 points)
Evaluators will award points, based on your detailed responses, subjectively for Qualifications. Please make sure you elaborate and are clear in your descriptions.

The Respondent shall provide the following information to support Respondent’s qualifications and experience:

1. Years of Experience (0 – 6 Points)
Please indicate the number of years your organization has provided these services.
2. Current Contracts (0 – 6 Points)
Submit a list of current contracts of similar size and scope wherein the Respondent has provided services as a Contractor, subcontractor or partner. The list shall also contain the name, contact name and address, telephone number and e-mail address of the entity who received the services from the Respondent. Also, the listing will include a detailed description of the services provided to the identified customer. Consideration shall be given to the duration of such contracts, the volume of services, and the quality of services provided.
3. Ability to Perform (0 – 6 Points)
The Respondent’s ability to provide the operational services described in this solicitation based upon their past professional experience and performance.
4. Project Team (0 – 6 Points)
Provide a listing of each team member that the Respondent will be using to provide the services. The listing shall provide the team member’s name, title and years of services

with Respondent; and a description of the duties and responsibilities of each identified team member.

5. Governmental References (0 – 6 Points)

The Respondent shall furnish, at minimum, four (4) **government** references with their response, utilizing the form provided as Attachment 6 of this solicitation to support the requirements of the Governmental Experience. In order to qualify current experience, services described by corporate references shall be ongoing or shall have been completed within the sixty (60) months preceding the issue date of this solicitation.

References should be directly relevant to the services in the solicitation. References that do not support the service delivery experience may be rejected, along with any incomplete Business / Corporate Reference forms.

References will not be accepted from:

1. Current employees of the Department.
2. Former employees of the Department within the past three (3) years.
3. Persons currently or formerly employed by the Respondent’s organization.
4. Board members of the Respondent’s organization.
5. Relatives.
6. Corporations based solely in a foreign country.
7. A member of the Respondent’s organization who has written and completed the form on behalf of the reference.

B. Technical Specifications (Maximum 60 Points)

The Respondent must respond to Section 3 by inserting the response immediately below the text of each numbered section and subsection. If the Respondent deems a particular section or subsection does not require a detailed response, **the Respondent will indicate that they have “Read, Understood and Acknowledged”** or otherwise below to that particular section or subsection.

For example:

<p>3.02 Facilities Served, Equipment and Service Times</p> <p>A. Addition of Facilities/Equipment Served.</p> <p>Response: <i>Respondent will insert their response here <u>or</u> insert “Read, Understood and Acknowledged.”</i></p>
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Based on the Respondent’s response, Evaluators will award points, as follows:

- | | | | |
|----|--------------|--|-------------|
| 1. | Section 3.02 | Schedule Requirements | 0- 6 Points |
| 2. | Section 3.03 | Auction Site Requirements | 0- 6 Points |
| 3. | Section 3.04 | Required Personnel | 0- 6 Points |
| 4. | Section 3.05 | Title Work, Clerical and Accounting Services | 0- 6 Points |
| 5. | Section 3.06 | Security Services | 0- 6 Points |
| 6. | Section 3.07 | Concession Services | 0- 6 Points |
| 7. | Section 3.08 | Absentee Bidding | 0- 6 Points |
| 8. | Section 3.09 | Advertising Services | 0- 6 Points |

9.	Section 3.13	Bond requirements	0- 6 Points
10.	Section 3.15	Compensation	0- 6 Points

C. Price (Maximum 10 points)

The Procurement Officer will be responsible for calculating and awarding points for price as follows:

The Respondent with the lowest offered commission rate will receive 10 (ten) points. Each additional Respondent will be awarded a percentage of the 10 (ten) points relative to the lowest commission rate total (Lowest Price / Respondents' Price x 10 (ten) points = Points Awarded).

2.13 Negotiation Process

Using the evaluation criteria specified above, and in accordance with Section 287.057, Florida Statutes, the Department shall evaluate and rank responses. At the Department's sole discretion, it may negotiate with more than one qualified Respondent. The Department intends to conduct negotiations with qualified Respondents whose proposed service delivery demonstrates the best ability to meet the needs of the Department, and provides the best value to the state. The Department will negotiate with Respondent(s) either serially or concurrently.

Respondent(s) may be requested to make a presentation, and provide additional references, etc. The Department reserves the right to require attendance by particular representatives of the Respondent(s). Any written summary of presentations or demonstrations shall include a list of attendees, a copy of the agenda and copies of any visuals or handouts, and shall become part of the Respondent(s) response. Failure to provide the requested information may result in rejection of its response.

After sufficient negotiations, the Department will request a Best and Final Offer from all qualified Respondents with whom it negotiated for final consideration prior to final award decision. After submission of Best and Final Offers to the Procurement Officer (electronic version via e-mail), the Department reserves the right to clarify any element of required service delivery or further negotiate pricing with a single Respondent or all qualified Respondents prior to final award.

In addition, subsequent to establishing a contract resulting from this solicitation, if the Department determines that additional services within the scope of the service, additional minimum specifications, modifications, or deletions are needed and it is in the Department's best interest to amend the scope of service with regards to the specified service delivery, then the Department may enter into negotiations with the Contractor to amend the Contract.

In the event any Contract resulting from this solicitation is terminated early by either party, the Department reserves the right to negotiate with the next highest ranking responsive and responsible Respondent. Consideration shall be given to price, location, site inspection, and performance of other Contract awardees.

At any time during the solicitation process, the Department may reject any and all responses, and may modify its statement of services sought, tasks to be performed and the deliverables.

2.14 Disclosure of Response Contents

All documentation produced as part of this solicitation shall become a public record of the Department and may not be removed by the Respondent or its agents or be returned. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any response. Selection or rejection of a response shall not affect this right.

2.15 Subcontracting

The Respondent shall be fully responsible for all work performed under the resultant Contract of this solicitation. Should the Respondent be awarded, and need to subcontract any services to subcontractors not identified in the Response, the Respondent shall submit a written request to the Department's Contract Manager identified in Section 4. The written request shall include, but is not limited to, the following:

- A. The name, address and other information identifying the subcontractor;
- B. Component / type of services to be performed by the subcontractor;
- C. Time of performance of the identified service;
- D. How the Respondent plans to monitor the subcontractor's performance of the identified services;
- E. Certification that the subcontractor has all licenses and/or has satisfied all legal requirements to provide the services to the Department. Also, Respondent shall certify that the subcontractor is approved by the Florida Department of State to transact business in the State of Florida. If the subcontractor is an out-of-state company, it must have a Florida Certificate of Authority from the Department of State, Division of Corporations, to transact business in the State of Florida. Website: www.sunbiz.org
- F. A copy of the written subcontract agreement; and
- G. Acknowledgement from the subcontractor of the Respondent's contractual obligation to the Department and that subcontractor agrees to comply with all terms and conditions of the bid and resulting contract. This includes, but is not limited to, PUR 1000 General Contract Conditions, Section 35. Insurance Requirements.

The Respondent acknowledges that it shall not be released of its contractual obligation to the Department because of any subcontract. The Contractor is solely responsible for ensuring the subcontractor maintains the insurance as required. The Department shall treat the Contractor's use of a subcontractor not contained herein and/or approved by the Department as a breach of this Contract.

Only Concession Services can be subcontracted under the resulting contract of this solicitation.

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SECTION 3 – TECHNICAL SPECIFICATIONS

Respondents shall provide narrative and documentation detailing how each of the following technical specifications will be accomplished.

- 3.01 Scope of Work.**
- 3.02 Schedule Requirements.**
- 3.03 Auction Site Requirements.**
- 3.04 Required Personnel.**
- 3.05 Title work, Clerical and Accounting Services.**
- 3.06 Security Services.**
- 3.07 Concession Services.**
- 3.08 Absentee bidding.**
- 3.09 Advertising Services.**
- 3.10 License Requirements.**
- 3.11 Conflict of Interest.**
- 3.12 Insurance requirements.**
- 3.13 Bond requirements.**
- 3.14 Cancellation of Auction.**
- 3.15 Compensation.**
- 3.16 Sales to State entities and Political Subdivisions.**
- 3.17 Loss or damage responsibility.**
- 3.18 Warranty of Vehicles and Equipment.**

3.01 Scope of Work.

The Respondent shall provide an auction site to accept, store, organize, advertise and sell by public auction vehicles and equipment at the direction of the Department with regard to basic methods, procedures and sale conditions as set forth herein. The vehicles and equipment or ‘lots’ shall be arranged in rows in logical order and must be sold from mobile auction carts that are pulled or driven to each lot. The carts shall be self contained, equipped with a public address system and audio recording equipment and must have enough space for an auctioneer and two (2) clerks. All lots shall be sold individually and not combined with other lots unless specifically directed by the auction manager. All lots, that will run, must be started and demonstrated before being sold. The Department reserves the right to accept or reject any bid at the auction and to withdraw any lots from the auction at any time prior to being sold.

3.02 Schedule Requirements.

The Respondent shall provide a monthly auction to be held on a Saturday for a total of 12 (twelve) auctions annually. The specific dates are to be scheduled at least one (1) year in advance. There must be no less than three (3) weeks between each auction and holidays should be avoided. Respondents shall provide narrative and documentation demonstrating experience providing scheduled auctions. The following outlines a typical auction schedule.

- All items will be delivered to the auction site by either the State contracted transportation company, or State agency sending equipment to auction no later than four (4) business days prior to the scheduled auction.
- All titles/bills of sale will be delivered to the auction site no later than two (2) business days prior to the scheduled auction.
- All lots, which have been delivered, shall be made available for preview starting five (5) business days prior to the scheduled auction.
- The sale of lots to State entities and political subdivisions shall be done any time in the five (5) business days prior to the scheduled auction.

- The auction site shall be open for preview and bidder registration at least one hour prior to the scheduled start time of the auction.
- The auction site shall be accessible to buyers after the auction for at least two (2) weeks Monday through Friday for at least eight (8) hours per day for removal of lots.
- A printed list of sales must be produced for the auction manager the day of the auction immediately following the auction.
- All net proceeds, spreadsheets of results and auction audio shall be submitted to the Department within 10 (ten) business days of the auction.

3.03 Auction Site Requirements.

The Respondent shall provide an auction site of sufficient size to accommodate, at a minimum, 500 (five hundred) lots ranging in size from large trucks and construction equipment to small hand held equipment. Respondents shall provide narrative and documentation describing the auction site that will be used to fulfill this contract. The following are minimum requirements for this contract.

- The site must be a minimum of 15 (fifteen) acres to be considered sufficient size to fulfill the requirements of this contract.
- The site must be completely fenced with at least six (6) foot chain link fence and must be kept locked during non-business hours.
- Security must be provided for the site during non-business hours when state equipment is present.
- The site must be divided into areas for sale area, parking and storage and partitioned in such a way to prevent unauthorized removal of lots.
- The site must have sufficient office space, restroom and concession facilities to accommodate at minimum 2,000 (two thousand) bidders during any given auction.
- The site shall be located on a major road or highway to allow for reasonable access by the State transportation Contractor.

3.04 Required Personnel.

The Respondent shall provide, at a minimum for each auction, the following personnel. Respondents shall provide a list of current personnel and qualifications that will be used to fulfill the requirements of this Contract.

- Three (3) auctioneers licensed in the State of Florida by the Department of Business and Professional Regulation (DBPR).
- Three (3) experienced auction ring men to assist the auctioneers with taking bids during the bid calling.
- Six (6) auction clerks to assist the auctioneers with record keeping during the auction.
- Nine (9) yard personnel to start the equipment, move the auction cart, pass out sale receipts, etc. during the auction.
- Two (2) experienced forklift/loader operators to assist with loading and unloading equipment before, during and after the auction.
- Twenty (20) clerks to register bidders, collect proceeds and complete bills of sale and transfer forms during the auction.
- Two (2) notary publics to notarize forms that are required to transfer titles to retail buyers during the auction.
- Four (4) experienced title clerks capable of performing tasks such as VIN verification, duplicate title application, title correction, title reassignment, and retail title transfer.
- Five (5) armed/uniformed local law enforcement security personnel to assist with parking, crowd control, prevent vandalism and the unauthorized removal of items and general security during the auction.

3.05 Title Work, Clerical and Accounting Services.

The Respondent shall provide the following title work, clerical and accounting services during the various stages of the auction process. Respondents shall provide narrative and documentation demonstrating qualifications and previous performance of these services.

- Compare the property number and serial number of items received against an auction list supplied by the auction manager to ensure receipt of the correct items to be sold.
- Perform VIN verification on vehicles received for the auction to ensure they match the titles received from the auction manager.
- Make title corrections and/or replacement applications at the request of the auction manager as needed.
- Prepare titles and bills of sale for items to be sold prior to the auction to comply with Florida Statutes.
- Prepare printed and electronic lists of lots to be sold prior to the scheduled auction date for the auction manager and public.
- Prepare a printed list of lots sold on the day of the auction immediately following the auction for the auction manager.
- Collect all auction proceeds and immediately deposit the proceeds into a secured escrow account.
- Collect, report and remit all applicable sales taxes as required by the State of Florida Department of Revenue.
- Prepare electronic spreadsheets of auction results with summary and detail data and send this to the auction manager within 10 (ten) business days of the auction by e-mail and U.S. mail in bound hard copy format and electronic format on compact disc.
- Send recorded audio of the entire auction in electronic format on compact disc to the auction manager within 10 (ten) business days of the auction.
- Transfer all net proceeds of the auction by ACH transaction to the State within 10 (ten) business days of the auction.
- Prepare and transfer all titles to retail purchasers through the State of Florida, Department of Highway Safety and Motor Vehicles (DMV) as a licensed motor vehicle dealer.
- Reassign titles and notify the Florida DMV of all wholesale vehicle transactions as a licensed motor vehicle dealer, as specified by Florida Statute.
- Keep and maintain all records related to the sale of vehicles and equipment as required by law.

3.06 Security Services.

The Respondent shall provide, at a minimum, the following security services during the various stages of the auction process. Respondents shall provide narrative and documentation demonstrating procedures and previous performance of these services.

- Security against theft or vandalism of vehicles and equipment delivered to the auction site until removed by the ultimate purchaser.
- Security during the auction to create a comfortable atmosphere for cash transactions.
- Security personnel and procedures to secure all proceeds of each auction until deposited into an escrow account.

3.07 Concession Services.

The Respondent shall provide sufficient concession services on auction day to provide food and drinks for auction personnel and attendees. Concession services may be subcontracted. Respondents shall provide narrative and documentation demonstrating how this will be provided.

3.08 Absentee bidding.

The Respondent shall provide a mechanism for potential buyers to bid on State vehicles and equipment in absentia. This may be accomplished either by Internet or telephone bidding. Respondents shall provide narrative explaining how this is currently accomplished.

3.09 Advertising Services.

The Respondent shall prepare, coordinate and place sufficient advertising prior to each scheduled auction to maximize the revenue generated by the auction. Respondents shall describe in detail how each of the forms of advertising listed below will be used to promote each auction and give an approximate budget for each.

- Radio and Television.
- Newspapers and Trade Publications.
- Internet web site and email.
- Direct mail.

3.10 License Requirements.

The Respondent will be required to possess the following licenses in order to be considered for the award of this Contract. Respondents shall provide copies of these licenses and any other licenses that would apply to this Contract.

- State of Florida Auction Company License.
- State of Florida Auctioneers License. (Each auctioneer)
- State of Florida Independent Automobile Dealers License.
- Local occupational license.

3.11 Conflict of Interest.

No Respondent employee, Respondent employee family members, Department employee or Department employee family members shall be allowed to bid on or purchase, either directly or indirectly, any vehicles or equipment sold at any auction held pursuant to this Contract.

3.12 Insurance requirements.

Promptly upon award and before performing any service under this Contract, the Respondent shall provide proof of insurance to the Department. The Respondent shall, at its own expense, secure and maintain the insurance coverage required by law and by the General Conditions, as modified by this section. The Respondent shall secure and maintain commercial general liability insurance, including errors and omissions coverage, in the amount of \$1,000,000 (one million dollars) per occurrence, \$2,000,000 (two million) general aggregate; Workers' Compensation and Employer's Liability, \$500,000 (five hundred thousand) per occurrence; Garage Liability, \$1,000,000 (one million) per occurrence and Professional Liability \$2,000,000 (two million) per occurrence. The State shall be named as an additional insured in the general liability coverage policy. The policy shall provide for 90 (ninety) days written notice to the Department, of any cancellation of coverage. At the Departments request, the Respondent shall provide all relevant certificates and endorsements as proof of such insurance or proof of its ability to self-insure, including renewal or replacement evidence of insurance at least 30 (thirty) days before the expiration or termination of any insurance.

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3.13 Bond requirements.

Promptly upon award and before performing any service under this Contract, the Respondent shall provide proof of a performance and payment bond in the amount of \$500,000 (five hundred thousand dollars). A reliable surety company, with an A rating, licensed to do business in the State of Florida shall issue such bond. The bond shall be issued for the purpose of guaranteeing performance of the Respondent and full correct payment for all equipment sold. The bond shall be in effect for the term of this Contract.

3.14 Cancellation of Auction.

In the event the Department cancels a scheduled auction for any reason, the Department shall reimburse the Respondent for those authorized reimbursable expenses incurred by the Respondent in preparation for the auction. The Respondent shall submit an invoice, together with a receipt of payment for the services provided in accordance with Section 3.05 of this Contract, within 15 (fifteen) days after receipt of the cancellation notice from the Department.

3.15 Compensation.

The Respondent's compensation shall be a commission expressed as a percentage of the gross sale amount of each lot sold. Any deviation from a single percentage such as sliding scales, minimum or maximum commissions, etc., should be explained in detail with examples. Any buyer's premium, membership fees, inspection fees, loading or unloading fees charged must also be explained here and will be considered when determining the total compensation to the Respondent.

3.16 Sales to State Entities and Political Subdivisions.

The Department reserves the right to sell vehicles and equipment to State entities and political subdivisions during the week of the auction. Sales to State entities and political subdivisions shall be included in the total auction proceeds for purposes of calculating the Respondent's fee.

3.17 Loss or Damage Responsibility.

The Respondent shall be responsible for the repair of any vehicles or equipment that are damaged while in the care, custody and control of the Respondent. The Respondent shall be responsible for the fair market value of any vehicles or equipment that are stolen while in the care, custody and control of the Respondent. The Respondent shall bear the risk of theft or loss of auction proceeds.

3.18 Warranty of Vehicles and Equipment.

The Respondent shall sell all vehicles and equipment without warranty. The following language must be included in at least the Respondent's buyer application and bill of sale.

ALL ITEMS ARE BEING SOLD AS IS, WHERE IS. WITH NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED INCLUDING THE ITEM'S MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR USE OR PURPOSE.

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SECTION 4 – SPECIAL CONDITIONS

This section serves in conjunction with Attachment A - PUR 1000 General Contract Conditions.

4.01 Inspection and Acceptance

Inspection and acceptance shall be at destination unless otherwise provided. For Respondent-installed products, the date of acceptance is the date the Department accepts the product as installed and in good working order, as determined by any appropriate acceptance testing, and the Department shall certify in writing to the Respondent when the product is accepted (if training or other post-installation services are included in the purchase order, the acceptance shall be conditional).

For Department-installed products, the date of acceptance shall be the delivery date. Mere acknowledgement by Department personnel of the delivery or receipt of products (e.g., a signed bill of lading) shall not be deemed or construed as acceptance of the products received. Until acceptance, risk of loss or damage shall remain with the Respondent. The Respondent shall be responsible for filing, processing, and collecting all damage claims.

To assist the Respondent with damage claims, the Department shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damage to the carrier and the Respondent; and provide the Respondent with a copy of the carrier's Bill of Lading and damage inspection report.

Any delivery that is substandard or does not comply with the Contract terms may be rejected or accepted on an adjusted price basis, as determined by the Department. When the Department rejects a product, Respondent shall remove it from the premises within ten days after notification of rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Respondent.

Rejected product not removed by the Respondent within ten days shall be deemed abandoned by the Respondent and the Department shall have the right to dispose of it as its own property. Respondent shall reimburse the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

4.02 Compliance with Laws

The Respondent shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes, and Chapter 60A-1 of the Florida Administrative Code, governs the Contract. By way of further non-exhaustive example, the Respondent shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination.

4.03 Performance Bond

The Department will require the Respondent to furnish a performance bond or other form of security for the faithful performance of work under the Contract.

4.04 Warranty

The Respondent warrants that all products furnished under the Contract shall be free of defective material and workmanship, and shall otherwise perform in accordance with required performance criteria, for a

period of not less than one (1) year from date of acceptance. Warranty repairs shall be completed within the time specified in any support level requirements. If it is likely that the time for repairs will exceed the specified time, the Respondent shall provide equivalent loaner equipment upon request. Loaner equipment shall be provided at no cost, including shipment to the Department's location and return of loaner equipment to the Respondent.

4.05 Background Check

The Department will require the Respondent to have an Florida Department of Law Enforcement (FDLE) background check performed on each individual that will be working in the facility. The Respondent may access the FDLE site themselves to perform this check online. The Respondent is responsible for payment. The address for the site is: <http://www.fdle.state.fl.us/CriminalHistory>. If the individual has not been a resident in Florida for twelve (12) months, then a check should be done from the individual's previous residence. Also require a copy of a Photo ID along with a copy of a Social Security card showing the last 4 numbers of the card holder. These documents and a copy of the background check must be provided to the Contract Manager for review, which will be forwarded to the Department's Inspector General's Office for approval before any Personnel will be allowed to work under this Contract. The Department reserves the right to reject any proposed Personnel based on background check. Annual re-certification will be required.

4.06 Contract Management

A. Contract Administrator

The Department employee who is primarily responsible for maintaining this Contract. As of the effective date, the Contract Administrator shall be as follows:

Lysle W. Robinson, FCCM, FCCN
Purchasing Analyst
Departmental Purchasing
Department of Management Services
4050 Esplanade Way, Ste. 380.9X
Tallahassee, Florida 32399-0950
Telephone: (850) 410-1423 / Fax: (850) 414-8331
E-mail: Lysle.Robinson@dms.myflorida.com

The Department may appoint a different Contract Administrator, which shall not constitute an amendment to the Contract, by sending written notice to Contractor. Any communication to the Department relating to the Contract shall be addressed to the Contract Administrator.

B. Contract Manager

The Department shall designate an employee primarily responsible for overseeing the Respondent's performance of its duties and obligations pursuant to the terms of this Contract. The Contract Manager shall be as follows:

Martha S. Balboni
4050 Esplanade Way, Suite 335
Tallahassee, Florida 32399-0950
Telephone: (850) 488-2041
Fax: (850) 922-6197
E-mail: Martha.Balboni@dms.myflorida.com

The Department may appoint a different Contract Manager, which shall not constitute an amendment to the Contract, by sending written notice to the Respondent. Any communication to the Department relating to the Contract shall be addressed to the Contract Manager.

4.07 Contract Term

The resultant Contract of this solicitation shall begin on April 1, 2011, or on the last date signed by either party, and shall end March 31, 2014. Therefore, as provided in section 1.03 of this solicitation, the term of the prospective contract will be three (3) years with three (3) one (1) year renewals. However, during the term of the Contract, the Department may find it necessary to renew the Contract in increments, complete term, or combination thereof, so as long as the original renewal price bid is not exceeded. See Rule 60A-1.048 (1)(a), F.A.C. Such a change shall be accomplished only by an amendment to the contract. Also, under no circumstances will the renewal years specified in the bid be exceeded. Execution of all renewals shall be done via a Contract Amendment, and shall remain subject to at least satisfactory performance by the vendor.

4.08 Preferred Price

The Respondent agrees to submit to the Department, at least annually, an affidavit from an authorized representative attesting that the Respondent is in compliance with the preferred pricing provision in Section 4(b) of form PUR 1000.

4.09 Inapplicable Provisions of Attachment A - PUR 1000 General Contract Conditions:

The following sections shall not apply:

- A. Section 3. Electronic Submission of Responses**
Responses shall be submitted in accordance with Section 2.10 of this solicitation.

- B. Section 5. Questions**
Questions shall be submitted in accordance with Section 2.02 of this solicitation.

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SECTION 5 – FORMS INSTRUCTION AND INFORMATION

The following Attachments shall be completed and returned in accordance with Section 2.10, Response Submittal:

ATTACHMENT 1 – RESPONDENT’S CONTACT INFORMATION

ATTACHMENT 2– CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

ATTACHMENT 3– NOTICE OF CONFLICT OF INTEREST

ATTACHMENT 4 – NON-COLLUSION AFFIDAVIT

ATTACHMENT 5 – STATEMENT OF NO INVOLVEMENT

ATTACHMENT 6 – BUSINESS/CORPORATE REFERENCE

ATTACHMENT 7 – ADDENDUM / AMENDMENT ACKNOWLEDGEMENT FORM

INCLUDED AS SEPARATE DOCUMENTS:

ATTACHMENT A – PUR 1000 General Contract Conditions

ATTACHMENT B – PUR 1001 General Instructions to Respondents

ATTACHMENT 8 – PRICE SHEET – See Section 2.09, A.

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ATTACHMENT 1 – RESPONDENT’S CONTACT INFORMATION

The Respondent shall identify the contact information as described below.

For solicitation purposes, the Respondent’s contact person shall be:

For contractual purposes, should the Respondent be awarded, the contact person shall be:

Name _____

Title _____

Address _____

Telephone _____

Fax _____

E-mail _____

ATTACHMENT 2 - CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

287.087 Preference to businesses with drug-free workplace programs.--Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. False statements are punishable at law.

Respondent's Name: _____

By: _____
Authorized Signature Print Name and Title

ATTACHMENT 3 - NOTICE OF CONFLICT OF INTEREST

Company or Entity Name _____

For the purpose of participating in the solicitation process and complying with the provisions of Chapter 112, of the Florida Statutes, the undersigned corporate officer states as follows:

The persons listed below are corporate officers, directors or agents and are currently employees of the State of Florida or one of its agencies:

_____	_____
_____	_____
_____	_____

The persons listed below are current State employees who own an interest of ten percent (10%) or more in the company/entity named above:

_____	_____
_____	_____
_____	_____

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

ATTACHMENT 4 - NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

I state that I _____ of _____,
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Firm)
are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Dated this _____ day of _____ 2010.

Name of Organization: _____

Signed by: _____

Print Name _____

being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 2010.

Notary Public: _____

My Commission Expires: _____

ATTACHMENT 5 - STATEMENT OF NO INVOLVEMENT

I, _____, as an authorized representative of the aforementioned company, certify that no member of this firm nor any person having any interest in this firm has been involved with the Department of Management Services to assist it in:

1. Developing this solicitation; or,
2. Performing a feasibility study concerning the scope of work contained in this Invitation to Negotiate.

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

ATTACHMENT 6 – GOVERNMENTAL REFERENCE

This form must be completed by the person giving the reference on the Respondent. For purposes of this form, the Respondent is the business entity that currently or has previously provided services to your organization, and is submitting a reply to a solicitation. Upon completion of this form, please return original to Respondent.

This business reference is for (Respondent's Name): _____

Name of the person providing the reference: _____

Title of person providing the reference: _____

Organization name of person providing the reference: _____

Telephone number of the person providing the reference: _____

Please identify your relationship with the Respondent (e.g., subcontractor, customer, etc.).

How many years have you done business with the Respondent? _____

Please provide dates: _____

If a customer, please describe the primary service the Respondent provides your organization.

Did the Respondent act as a primary provider or as a subcontractor? _____

Do you have a business, profession, or interest in the Respondent's organization? If yes, what is that interest?

Have you experienced any contract performance problems with the Respondent's organization?

Would you conduct business with the Respondent's organization again? _____

Are there any additional comments you would like to make regarding the Respondent's organization?

Dated this _____ day of _____ 2010.

Name of Organization: _____

Signed by: _____

Print Name _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 2010.

Notary Public: _____

My Commission Expires: _____

ATTACHMENT 7 – ADDENDUM / AMENDMENT ACKNOWLEDGEMENT FORM

This acknowledgment form serves to confirm that the Respondent has reviewed, complied with and/or accepted all Addendum(s) / Amendment(s) to the solicitation posted on the Vendor Bid System (VBS).

Please list all Addendum(s) / Amendment(s) below.

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

ATTACHMENT 8 – PRICE SHEET

Pursuant to Section 2.08 of the Special Instructions to Respondents, the Contractor shall complete this form by entering its response for the Contractor’s Percentage of Sales in the space provided below. The amount bid shall be that percentage of the total sales proceeds from the Auction, including sales to state entities made prior to Auction Day, that the Contractor shall charge the Department to conduct Auctioneer Services in full compliance with the Contract, if awarded.

	Year 1	Year 2	Year 3	Renewal Year 1	Renewal Year 2	Renewal Year 3
Contractor’s Percentage Of Sales						
Total Average for First Five Years						

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