



Finance and Administrative Services Department

**PURCHASING DIVISION**

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6065 • FAX 954-357-8535

December 4, 2008

J. Sugarman Auction Corp.  
185002 N.E. 5<sup>th</sup> Avenue  
North Miami Beach, FL 33179

Attention: Jay Sugarman, Consultant

Reference: Bid # J 9 08 285 B1 for Auctioneering Services for Tax Recovery (Rebid)

Dear Mr. Sugarman:

This is to confirm that the Director of the Purchasing Division has accepted your Bid on the above-referenced solicitation.

A Bid Tabulation of all Bids received is enclosed, with items(s) awarded to your firm as noted.

The Contract is in effect for the period beginning on November 19, 2008 and ending November 18, 2009. Purchase Order (s) will be placed as and when required.

A copy of this Notice, with a copy of your Bid, including all terms and conditions, is being forwarded to all Using Agencies.

Thank you for your interest in doing business with Broward County.

Sincerely,

Brenda J. Billingsley, Director  
Purchasing Division

BY Patricia Morning-Lewis  
Patricia Morning-Lewis  
Purchasing Agent III

cc: Claudio Manicone – Revenue Collection Division

BBB:spg

## SUBMIT BID TO:



Broward County Purchasing Division  
115 S. Andrews Avenue, Room 212  
Fort Lauderdale, Florida 33301-1801  
954-357-6065/66

BOARD OF COUNTY COMMISSIONERS  
BROWARD COUNTY, FLORIDA

## INVITATION FOR BID

## Bidder Acknowledgment

## — GENERAL CONDITIONS —

THESE INSTRUCTIONS ARE STANDARD FOR ALL CONTRACTS FOR COMMODITIES/SERVICES ISSUED BY THE BOARD OF COUNTY COMMISSIONERS. THE BOARD OF COUNTY COMMISSIONERS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN THE SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. BY ACCEPTANCE OF A PURCHASE ORDER ISSUED BY THE COUNTY, BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

## BIDDER ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

**SEALED BIDS:** This form must be executed and submitted with all bid sheets and should be in a sealed envelope. (PLEASE INCLUDE ONE ORIGINAL SIGNED BID DOCUMENT IN BLUE INK AND ONE PHOTOCOPY)

Sugarman Auction Corp.

Jay Sugarman  
754-366-2885

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terminate any contract it has with bidder. C. Bidder certifies by signing the bid that no principles or corporate officers of the firm were principles or corporate officers in any other firm which may have been suspended or debarred from doing business with Broward County within the last three years, unless so noted in the bid documents. D. By signing this bid, bidder attests that any and all statements, oral, written or otherwise, made in support of this bid, are accurate, true and correct. Bidder acknowledges that inaccurate, untruthful, or incorrect statements made in support of this bid may be used by the County as a basis for rejection of this bid, rescission of the award, or termination of the contract. Bidder acknowledges that the termination of the contract because of a determination of an inaccurate, untruthful, or incorrect statement made in support of this bid may also serve as the basis for debarment of bidder pursuant to Section 21-119 of the Broward County Administrative Code.

2. **BID WITHDRAWAL:** No bidder may withdraw their bid before the expiration of ninety (90) calendar days from the date of bid opening unless vendor so notes in the bid.

(Continued on Page 2)

BIDS WILL BE OPENED 2:00 p.m. OCTOBER 15, 2008  
and may not be withdrawn within 90 calendar days after such date and time.

BID TITLE

AUCTIONEERING SERVICES FOR TAX RECOVERY (REBID)/(NSM)

BID NO. J908285B1

PURCHASING AGENT NAME & TELEPHONE NUMBER

PATRICIA MORNING-LEWIS (954) 357-6083

DELIVERY DATE

SEE SPECIAL INSTRUCTION

CASH DISCOUNT TERMS

10/10/08

BID GUARANTY IS ATTACHED, WHEN REQUIRED, IN  
THE AMOUNT OF \$

when applicable

REASON FOR NO BID

Auctioneering

FEDERAL EMPLOYER I.D. or SOCIAL SECURITY NUMBER

55-0932810

DUN & BRADSTREET NUMBER

BIDDER NAME

J. Sugarman Auction Corp

BIDDER MAILING ADDRESS/CITY/STATE/ZIP

800 N.E. 195th St. Suite 701  
No Miami, FL, 33179

AREA CODE TELEPHONE NO. CONTACT PERSON

754-366-2885

Scott Grasso

FAX NO.

305-651-0101 Sugarmanauctions@ AOL.CC

BIDDERS E-MAIL ADDRESS

Scott Grasso

10/7/08

\*AUTHORIZED SIGNATURE

(submit original in blue ink)

Scott Grasso

DATE

10/7/08

PRINT NAME

TITLE

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same items/services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. Further by signature of this form, pages 1 through 6 are acknowledged and accepted as well as any special instruction sheet(s) if applicable.

Bid No. J 9 08 285 B1

**Auctioneering Services for Tax Recovery (Re-Bid) Non-Sheltered**

Agency: Revenue Collection Division , Judith Fink

P.A.: Pat Morning-Lewis

Approved by the Purchasing Agent III of the Purchasing Division on 11/17/08

Date Advertised: 9/30/08  
Date Opened: 10-15-08  
Bids Received: 2

Tabulation of Bids		J. Sugarmann Auction Corp. 800 NE 195th Street Suite 701 No. Miami, FL 33179	
Commodity Code (96209)	Description	Estimated Value of Assets	Buyers Premium
1	Level One – To be paid by the Percent (%) of “Buyers Premium.”	\$70,000.00	10% 15% 15%

Stampler Auctions, Inc. 2080 C Tigertail Blvd. Dania, FL 33004
Buyers Premium 15% REJ

AWD - Recommended for Award (10-21-08)

RE- Rejected as non-responsive

Prepared by: Sue Gabel, Contracts Section (10/15/08)

## SUBMIT BID TO:



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115 S. Andrews Avenue, Room 212  
Fort Lauderdale, Florida 33301-1801  
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## BIDDER ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

**SEALED BIDS:** This form must be executed and submitted with all bid sheets and should be in a sealed envelope. (PLEASE INCLUDE ONE ORIGINAL SIGNED BID DOCUMENT IN BLUE INK AND ONE PHOTOCOPY OF SIGNED BID DOCUMENT PER ENVELOPE). The face of the envelope should contain the above address, the date and the time of bid opening, and bid number. Bids not submitted on attached bid may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

**1. EXECUTION OF BID:** A. Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. The ink should be blue ink. All corrections made by bidder to their bid must also be initialed. The bidder's name should also appear on each page of the bid sheet if required. B. No award will be made to a bidder who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By signing and submitting this bid, bidder attests that it is not delinquent in payment of any taxes, fees, fines, contractual debts, judgments or any other debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the bidder's statement is discovered to be false, bidder will be subject to debarment and the County may terminate any contract it has with bidder. C. Bidder certifies by signing the bid that no principles or corporate officers of the firm were principles or corporate officers in any other firm which may have been suspended or debarred from doing business with Broward County within the last three years, unless so noted in the bid documents. D. By signing this bid, bidder attests that any and all statements, oral, written or otherwise, made in support of this bid, are accurate, true and correct. Bidder acknowledges that inaccurate, untruthful, or incorrect statements made in support of this bid may be used by the County as a basis for rejection of this bid, rescission of the award, or termination of the contract. Bidder acknowledges that the termination of the contract because of a determination of an inaccurate, untruthful, or incorrect statement made in support of this bid may also serve as the basis for debarment of bidder pursuant to Section 21-119 of the Broward County Administrative Code.

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Scott Grasso

FAX NO.

305-651-0101

BIDDERS E-MAIL ADDRESS

Scott Grasso@AOL.com

AUTHORIZED SIGNATURE

(submit original in blue ink)

Scott Grasso

DATE

10/7/08

PRINT NAME

TITLE

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3. **BID OPENING:** Shall be public, on date, location and time specified on the bid form. The official time is the time clock located in the Purchasing Division reception area and will be accepted by all parties without reservation. It is the bidder's responsibility to assure that their bid is delivered on date, location and time specified on the bid form. Bids, which for any reason are not so delivered, will not be considered. Bid files and any bids after they are opened may be examined during normal working hours by appointment. Bid tabulations are available for inspection upon request. Bid results will be posted on the Broward County web site at: [www.broward.org/purchasing/results](http://www.broward.org/purchasing/results).

4. **ADDENDA TO BID:** Broward County reserves the right to amend this Invitation For Bid prior to the Bid opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to Bid opening date, to allow for review and subsequent clarification on the part of Broward County.

5. **PRICES, TERMS & PAYMENTS:** Firm prices shall be bid and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

- (a) **The Bidder:** in submitting this bid certifies that the prices quoted herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
- (b) **F.O.B.** — as specified in Special Instructions to bidder.
- (c) **Tie Bids:** The award on tie bids will be decided by the Director of the Purchasing Division in accordance with the provisions of the Procurement Code.
- (d) **TAXES:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Contractor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.
- (e) **DISCOUNTS:** Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.
- (f) **MISTAKES:** Bidders are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to the bid. Failure of the bidder to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.
- (g) **ORDERING:** The Board of County Commissioners reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the Board of County Commissioners reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.

6. **OPEN-END CONTRACT:** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to: issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of Direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

7. **CONTRACT PERIOD (OPEN-END CONTRACT):** The initial contract period shall start with the expiration date of the previous contract or date of award, whichever is latest, and shall terminate one (1) year from that date. The contractor will complete delivery and the County will receive delivery on any orders mailed to the contractor prior to the date of expiration. The Purchasing Director may renew this contract for a second period subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be mailed sixty (60) calendar days in advance of expiration date of this contract. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto.

*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 Purchasing Director. 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 County.*

8. **FIXED CONTRACT QUANTITIES:** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Contractor agrees to furnish such quantities at the same prices, terms and conditions.

9. **AWARDS:** If a specific basis of award is not established in the special instructions to bidders, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications. As the best interest of the Board of County Commissioners may require, the right is reserved to make award(s) by individual commodities/services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be bid. A bidder desiring to bid "No Charge" on an item in a group must so indicate, otherwise the bid for the group will be construed as incomplete and may be rejected. However, if bidders do not bid all items within a group, the County reserves the right to award on an item by item basis. When a group bid is indicated for variable quantities and the bid for the group shows evidence of unbalanced bid prices, such bid may be rejected. The Purchasing Director, or the Board of County Commissioners, whichever is applicable

reserves the right to waive technicalities and irregularities and to reject any or all bids.

10. **PAYMENT:** Payment will be made by the County after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the purchase order number.

11. **DELIVERY:** Delivery time shall be computed in calendar days from the issuance date of purchase order. Although, actual requested date or number of calendar days for delivery may be specified, state number of calendar days required to make delivery and installation after issuance of purchase order or request for services in space provided. Unless otherwise stipulated in the Contract, delivery shall be made between 9:00 a.m. and 4:00 p.m., Monday through Friday, except holidays, and at other time by special arrangements. However goods required for daily consumption, or where the delivery is an emergency, a replacement, or is overdue, the convenience of the Division shall govern. If, in calculating the number of calendar days from the order date, the delivery date falls on a Saturday, Sunday or holiday, delivery shall be made not later than next succeeding business day. Delivery time may be considered in determining award.

12. **TERMINATION:**

- (a) **AVAILABILITY OF FUNDS:** If the term of this contract extends beyond a single fiscal year of the County, the continuation of this Contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes. The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated Broward County may terminate this contract upon thirty (30) days prior written notice to the contractor.
- (b) **NON PERFORMANCE:** The Contract may be terminated for cause by the Awarding Authority for the County or by Bidder if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this Bid, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this Bid, or multiple breach of the provisions of this Bid notwithstanding whether any such breach was previously waived or cured.
- (c) **TERMINATION FOR CONVENIENCE:** The Awarding Authority may terminate the Contract for convenience upon no less than thirty (30) days written notice. In the event the Contract is terminated for convenience, Bidder shall be paid for any goods properly delivered and services properly performed to the date the Contract is terminated; however, upon being notified of County's election to terminate, Bidder shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the Contract. In no event will payment be made for lost or future profits. Bidder acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by County, the adequacy of which is hereby acknowledged by Bidder, is given as specific consideration to Bidder for the County's right to terminate this Contract.

13. **CONDITIONS AND PACKAGING:** Unless otherwise stated in the special instructions to bidders or the bid sheets, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the bid. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying vendor and purchase order number.

14. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). A Material Safety Data Sheet (MSDS) should also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 210, Fort Lauderdale, Florida 33301-1803. The MSDS must include the following information.

- (a) The chemical name and the common name of the toxic substance.
- (b) The hazards or other risks in the use of the toxic substance, including:
  1. The potential for fire, explosion, corrosivity, and reactivity;
  2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  3. The primary routes of entry and symptoms of overexposure.
- (c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- (d) The emergency procedure for spills, fire, disposal, and first aid.
- (e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- (f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

15. **MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and establishment of quality level desired and are not intended to limit competition unless otherwise specified in the bid. The bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with the bid complete descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent

will meet the specifications and not be considered an exception thereto. Broward County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that the bidder will furnish goods identical to bid standard.

16. **INTERPRETATIONS:** Any questions concerning conditions and specifications of this bid shall be directed in writing to the Purchasing Division a minimum of 24 hours prior to bid opening. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Purchasing Director.

17. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the Vendor at their expense and redelivered at their expense. Rejected goods left longer than thirty (30) days will be regarded as abandoned and the Board shall have the right to dispose of them as its own property. On foodstuffs and drugs, no written notice or rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at their expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in contractor being found in default.

18. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the County.

19. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the successful bidder to notify the County at once, indicating in their letter the specific regulation which required an alteration. The Board of County Commissioners reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.

20. **LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Procurement Code of Broward County shall govern development, submittal and evaluation of bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid in response hereto and Broward County by and through its officers, employees and authorized representative, or any other person natural or otherwise. Lack of knowledge by any bidder shall not constitute a recognizable defense against the legal effect thereof.

21. **INDEMNIFICATION:** Bidder shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend County, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of Bidder, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Purchasing Director and the County Attorney, any sums due Bidder under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the County.

22. **NOTICE:** Written notice provided pursuant to this Contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the County designates:

Director, Broward County Purchasing Division  
115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301-1801

Bidder shall identify in the Bid a designated person and address to whom notice shall be sent when required by the Contract.

23. **JURISDICTION, VENUE, WAIVER OF JURY TRIAL:** The Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of the Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. By entering into this Contract, Bidder and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Contract.

24. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the bidder 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 cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.

25. **ASSIGNMENT, SUBCONTRACT:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this bid without the prior written consent of the Purchasing Director. Any Award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable, transferable, or otherwise disposable except with the prior written consent of the Purchasing Director.

26. **QUALIFICATIONS OF BIDDER:** Bids will be considered only from firms normally engaged in providing the types of commodities/services specified herein. The Purchasing Director or the Board of County Commissioners, reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and

conditions. The Purchasing Director or the Board of County Commissioners will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform. The Purchasing Director or the Board of County Commissioners reserves the right to consider a bidder's history of citations and/or violations of Environmental regulations in determining responsibility. Bidder should submit with his proposal a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Bidder to submit such information may be grounds for termination of any contract awarded to successful Bidder. Bidder shall notify the County immediately of notice of any citations or violations which they may receive after the Bid or Proposal opening date and during the time of performance under any Contract awarded to them.

**27. EQUAL EMPLOYMENT OPPORTUNITY:** No Contractor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The contractor selected to perform work on a County project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26, as amended. The Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy as the County deems appropriate.

**28. MODIFICATIONS:** All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this bid must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

**29. RESOLUTION OF PROTESTED SOLICITATIONS AND PROPOSED AWARDS:** In accordance with the Broward County Procurement Code Sec. 21.118, relative to "Pre-Litigation Protested Solicitations and Proposed Awards":

a. Right to Protest. Any actual or prospective bidder or offeror who is aggrieved in connection with the solicitation or proposed award of a contract may protest to the Director of Purchasing. Any protest concerning the bid specifications or requirements must be made within seventy-two (72) hours from the time the facts become known and, in any case, at least twenty-four (24) hours prior to the bid opening. Such protest must be made in writing to the Purchasing Director. Failure to timely protest bid specifica-

tions or requirements is a waiver of the ability to protest the specifications or requirements.

b. Any protest from a bidder or offeror with a substantial interest in connection with the solicitation or proposed award of a contract which is within the Purchasing Director's award authority shall be submitted in writing within three working days from the time the recommendation for award is made by a Purchasing Agent to the Purchasing Director.

c. Any protest of a solicitation or proposed award which is in excess of the Purchasing Director's award authority after the bid opening, shall be submitted in writing within seven (7) calendar days after such aggrieved person having a substantial interest should have known the facts giving rise thereto.

**30. PUBLIC ENTITY CRIMES ACT:** Bidder represents that its response to this invitation for bid will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant or other provider who has been placed on the convicted vendor list following a conviction of a Public Entity Crime may not submit a bid on a contract to provide any goods or services to the County, may not submit a bid on a contract with the County for the construction or repair of a public building or public work, may not submit bids on leases of real property to the County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact any business with the County in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Bidder represents that its response to this Invitation For Bid is not a violation of Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the "discriminatory vendor list" i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.

**31. RECYCLED CONTENT INFORMATION:** In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

**32. PURCHASE BY OTHER GOVERNMENTAL AGENCIES:** Each Governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the bidder.

It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made between any other governmental unit and the bidder as a result of this bid.

**33. PUBLIC RECORDS:** Any material submitted in response to this Invitation For Bid will become a public document pursuant to Section 119.071, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission,

effective after opening pursuant to Section 119.071, F.S.

34. **AUDIT RIGHT AND RETENTION OF RECORDS:** County shall have the right to audit the books, records, and accounts of contractor that are related to this project. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the project.

Contractor shall preserve and make available, at reasonable times for examination and audit by County, 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 Act (Chapter 119, Fla. Stat.), 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 (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to contractor's records, contractor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

The entire chapter of the Broward County Procurement Code describing the aforementioned subject matter can be obtained from the Purchasing Division's Secretary by calling 954-357-6071. You may also view and/or download the Procurement Code, Notices for Bids, Requests for Quotation, Request for Letters of Interest, structure of the Purchasing Division, telephone directory, How to do Business with Broward County and Vendor Registration on the internet at:

[www.broward.org/purchasing](http://www.broward.org/purchasing)



Finance and Administrative Services Department

**PURCHASING DIVISION**

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6065 • FAX 954-357-8535

## ATTENTION

Dear Vendor,

Thank you for your interest in doing business with Broward County. We look forward to a very successful procurement process.

Please take notice to the bid submittal requirements outlined in this solicitation. Read and follow the instructions very carefully, as any misinterpretation or failure to comply with instructions could lead to your submittal being rejected. Any change(s) to this solicitation will be conveyed through the written addendum process. Notifications of addendums are sent electronically to vendors registered under the applicable commodity code(s) at the time the original solicitation was created. In addition, all addendums are posted on the Purchasing Division website, [www.broward.org/purchasing](http://www.broward.org/purchasing); select current solicitations. Please read carefully and follow all instructions provided on the addendum, as well as the instructions provided in the original solicitation.

It is the intent of the Purchasing Division to provide quality services. If you have any questions, please visit our website to view the information provided on "How to Do Business with Broward County – A Vendor's Guide," or feel free to contact the agent of concern. Again, thank you for your continued interest in doing business with Broward County.

Sincerely,

A handwritten signature in black ink that reads "Brenda J. Billingsley".

Brenda J. Billingsley, Director  
Broward County Purchasing Division

Broward County Board of County Commissioners

Josephus Eggelletion, Jr. • Sue Gunzburger • Kristin D. Jacobs • Ken Keechi • Ilene Lieberman • Stacy Ritter • John E. Rostrom, Jr. • Diana Wasserman-Rubin • Lois Wexler  
[www.broward.org/purchasing](http://www.broward.org/purchasing)

**P**URCHASING **D**IVISION  
BOARD OF COUNTY COMMISSIONERS  
BROWARD COUNTY, FLORIDA

**SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)**

**AUCTIONEERING SERVICES FOR TAX RECOVERY – (REBID)**  
**(NON-SHELTERED MARKET)**

**SUBMISSION OF SEALED BIDS:** The Invitation for Bid form must be executed and submitted with all bid sheets and should be in a sealed envelope. The original should be signed in blue ink. Both the original bid and one (1) photocopy of your bid should be included in a single envelope. The Bidder is responsible for retaining a copy of all submittals for their own records. The face of the envelope should contain the company name, address, date and time of bid opening, bid number and bid title. Bids not submitted on bid sheets may be rejected. Bidder should not submit bids on their own form or any other form other than Broward County Bid Sheet. All bids are subject to the conditions specified herein. Bids which do not comply with these conditions are subject to rejection.

1. **SCOPE:**

Bids are hereby invited on an open-end basis for **Auctioneering Services for Tax Recovery Purposes for the Revenue Collection Division** and various other Broward County agencies that may have need of these services and products.

The initial contract period shall start on date of award, and shall terminate one (1) from that date. The Contractor will complete delivery and the County will receive delivery on any orders mailed to the contractor prior to the date of expiration.

All prices, terms and conditions shall remain fixed for the initial period of the contract. In addition, all prices, terms and conditions shall remain fixed for the renewal period of the contract.

**There will be no allowable price escalations for fuel costs throughout any contract period(s), unless otherwise specified in this document.**

The Director of Purchasing may renew this contract for two (2), one (1) year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be mailed sixty (60) calendar days in advance of expiration date of this contract.

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to: issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of Direct Purchase Orders by various County agencies, make random, open market purchases for any or all of the item(s) on any open end contract or, any combination of the preceding. No delivery shall become due or be acceptable without a written order by the County, unless otherwise provided for in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

**SPECIAL INSTRUCTIONS TO BIDDERS**  
(Continued)

**AUCTIONEERING SERVICES FOR TAX RECOVERY – (REBID)**  
**(NON-SHELTERED MARKET)**

**2. SPECIFICATIONS AND REQUIREMENTS:**

The specifications, requirements and services to be provided are stated in Attachment "A" attached hereto and made a part hereof.

**3. CONTINGENCY FEES:**

By submission of this offer, contractor certifies that no contingency fees (sometimes known as a finder's fee) has been paid to any person or organization other than a bona-fide employee working solely for the vendor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the contractor.

**4. FURTHER INFORMATION:**

Bidders requiring additional information regarding any of the bid terms, conditions or administrative requirements should contact Patricia Morning-Lewis, Purchasing Agent at (954) 357-6083.

Bidders requiring technical clarifications should contact Claudio Manicone at (954) 357-8638. No change(s) and no interpretation(s) shall be considered binding unless provided to all bidders in writing by the Director of the Purchasing Division.

**5. SPECIAL NOTICE:** In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), bidders are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations. For a listing of those locations, refer to [www.broward.org/purchasing/bids/asbestos.pdf](http://www.broward.org/purchasing/bids/asbestos.pdf). You may request a copy of subject location listing by calling (954) 357-6066.

**6. DELIVERY AND ACCEPTANCE:**

Delivery requirements are defined in Attachment "A", Specifications. Vendors who cannot meet delivery requirements may be considered non-responsive.

**7. INSURANCE REQUIREMENTS: (SAMPLE INSURANCE CERTIFICATE ATTACHED)(Attachment "D")**  
The following Insurance Requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated below prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the certificate are still required. The Contractor should provide proper insurance to the Purchasing Division within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable.

The Insurance Requirements contained in this Bid represent the minimal protection necessary for the County as determined by the Risk Management Division. Further modifications of the requirements may be made at the sole discretion of the Risk Management Division upon a material change in scope at any time during the term of the contract or at time of contract renewal upon mutual agreement of the parties. No award will be recommended until a written determination is made by Risk Management Division that the County is adequately protected. The low bidder should provide proper insurance to the Purchasing Division within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable.

**SPECIAL INSTRUCTIONS TO BIDDERS**  
(Continued)

**AUCTIONEERING SERVICES FOR TAX RECOVERY – (REBID)**  
**(NON-SHELTERED MARKET)**

7. **INSURANCE REQUIREMENTS:** (Continued)

Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by the COUNTY (or for such duration as is otherwise specified hereinafter), the insurance coverages set forth in this Section.

7.1 **Workers' Compensation Insurance** to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(ies) must include:

- 7.1.1 Employers' Liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident.
- 7.1.2 Notice of Cancellation and/or Restriction -- The policy(ies) must be endorsed to provide Broward County with thirty (30) days notice of cancellation and/or restriction.
- 7.1.3 If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and Jones Act.

7.2 Comprehensive General Liability with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) aggregate, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- 7.2.1 Premises-Operations.
- 7.2.2 Products/Completed Operations Hazard.
- 7.2.3 Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
- 7.2.4 Broad Form Property Damage.
- 7.2.5 Independent Contractors.
- 7.2.6 Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those/required for Bodily Injury Liability and Property Damage Liability.
- 7.2.7 COUNTY is to be included as an "Additional Insured" in the name of "Broward County Board of Commissioners" with respect to liability arising out of operations performed for COUNTY in connection with general supervision of such operation.
- 7.2.8 Notice of Cancellation and/or Restriction -- The policy(ies) must be endorsed to provide Broward County with thirty (30) days notice of cancellation and/or restriction.

**SPECIAL INSTRUCTIONS TO BIDDERS**  
(Continued)

**AUCTIONEERING SERVICES FOR TAX RECOVERY – (REBID)**  
**(NON-SHELTERED MARKET)**

7. **INSURANCE REQUIREMENTS:** (Continued)

7.3 Business Automobile Liability with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- 7.3.1 Comprehensive Form.
- 7.3.2 Owned Vehicles.
- 7.3.3 Hired Vehicles.
- 7.3.4 Non-Owned Vehicles.
- 7.3.5 Any auto, if applicable.
- 7.3.6 Notice of Cancellation and/or Restriction -- The policy(ies) must be endorsed to provide Broward County with thirty (30) days notice of cancellation and/or restrictions.

7.4 The CONTRACTOR shall be required to provide to the COUNTY Certificates of Insurance evidencing the insurance coverage specified in 7.1, 7.2, and 7.3 above. The Contractor should provide these Certificates within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Contract and section and the above paragraphs in accordance as required by such paragraphs of this Contract. If the initial insurance expires prior to the completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

7.5 Certificates of insurance shall be provided as specified in sub-section 7.4 above unless any of these coverages are, for just cause, inapplicable, and upon specific request by the vendor are excepted by written determination of Risk Management and approved by the Director of Purchasing. If an exception is requested, the bidder should indicate in the appropriate area on the bid sheet any such request including reason(s) thereto for exemption from insurance requirements as specified in this section of this invitation for bid/quotation request.

8. **LOCAL BUSINESS TAX RECEIPT REQUIREMENTS:** (formerly known as OCCUPATIONAL LICENSE TAX)  
All vendors maintaining a business address within Broward County must have and provide a copy of a current Broward County Local Business Tax Receipt prior to contract award. The Contractor should provide a copy of their Local Business Tax Receipt within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. Failure to do so may result in your bid being deemed non-responsive. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Revenue Collection Division, Local Business Tax Section at (954) 831-4000.

**SPECIAL INSTRUCTIONS TO BIDDERS**  
(Continued)

**AUCTIONEERING SERVICES FOR TAX RECOVERY – (REBID)**  
**(NON-SHELTERED MARKET)**

**9. CONTRACTOR RESPONSIBILITIES:**

- 9.1 The CONTRACTOR will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in his Bid. The CONTRACTOR is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of his own manufacture.
- 9.2 CONTRACTOR shall perform the Work with its own organization, amounting to not less than one hundred percent (100%) of the Contract Price.

**10. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT:**

"SECOND PARTY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. SECOND PARTY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, SECOND PARTY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

SECOND PARTY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement."

**11. LIVING WAGE ORDINANCE:**

Not applicable for this bid.

**12. CONE OF SILENCE ORDINANCE:**

- 12.1 At the time of Bid opening in this solicitation process, a Cone of Silence will be imposed. Section 1-266, Broward County Code of Ordinances, provides that after Bid opening, potential vendors and their representatives are substantially restricted from communicating regarding this Bid with any county commissioner or commissioner's staff, the county administrator, deputy and assistants to the county administrator and their respective support staff, or any person appointed by the county commission to evaluate or recommend selection in this Bid process. Any communication for purposes of clarification or information necessary to complete the processing of an award are an exception to the Cone of Silence, as are requests to inspect or copy records related to this solicitation. Other inquiries regarding this Bid should be in writing and directed to the Executive Assistant.
- 12.2 This County's ordinance prohibits certain communications among vendors, county staff, and selection committee members. Any violations of this ordinance by any members of the responding firm or its joint venturers may be reported to the County's Office of Professional Standards.
- 12.3 The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

**13. COMMUNITY DISADVANTAGED BUSINESS ENTERPRISE (CDBE):**

- 13.1 The Broward County Community Disadvantaged Business Enterprise Program (CDBE Program) shall not apply to this contract. There is no CDBE participation goal assigned to this contract.

**SPECIAL INSTRUCTIONS TO BIDDERS**  
(Continued)

**AUCTIONEERING SERVICES FOR TAX RECOVERY – (REBID)**  
**(NON-SHELTERED MARKET)**

14. **MULTIPLE AWARDS:**

Awards will be made to all responsive and responsible bidders. It is the intent of the County to place orders with the lowest priced responsive and responsible bidder. The County reserves the right to place orders with other vendors, in the event of an urgent, immediate need, and/or if delivery time and availability of service as requested cannot be met by the lowest priced vendor at the time of need.

15. **PREFERENCES:**

No contractor shall receive more than one county-authorized preference for the same procurement. If a contractor is eligible for more than one County-authorized bid preference for a particular procurement, the contractor shall be eligible to receive only the bid preference that is most favorable to the contractor.

15.1 **DOMESTIC PARTNER CLAUSE:** (Attachment "C")

**Preference for county contractors providing for nondiscrimination of benefits for domestic partners.** (Reference Ordinance No. 1999-18, as amended)

In accordance with Broward County Code, Chapter 16 1/2, section 16 1/2-157 and the Broward County Administrative Code, Subsections 21.31.a.,6.,7.,8., the Broward County Board of County Commissioners reserves the right to apply a preference in the award of a contract to those Contractors providing for nondiscrimination of benefits for domestic partners. This preference may be applied to all awards of \$250,000 per annum or more. The determination to apply this preference shall be made by the Board of County Commissioners.

To be eligible for the domestic partnership preference, a contractor's program eligibility criteria must be substantially equivalent to those established in Section 16 1/2-153 (b), Broward County Code. A contractor will be deemed ineligible for the domestic partnership preference if its benefits program discriminates against employees in violation of the Broward County Human Rights Act.

15.2 **LOCAL PREFERENCE CLAUSE:**

In accordance with Broward County Ordinance No. 2004-29, the Broward County Board of County Commissioners provides a local preference. This preference includes any county with which the Broward County Board of County Commissioners has entered into an inter-local agreement of reciprocity. Except where otherwise provided by federal or state law or other funding source restrictions, an apparent low bidder outside the preference area and a local bidder whose submittal is within 10% of the apparent low bid will be given the opportunity to submit a best and final offer. Award will then be to the low responsive, responsible bid.

Local business means the vendor has a valid occupational license issued by the county within which the vendor conducts their business at least one year prior to bid or proposal opening, that authorizes the business to provide the goods, services or construction to be purchased and a physical address located within the limits of said county, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing a physical address.

**SPECIAL INSTRUCTIONS TO BIDDERS**  
(Continued)

**AUCTIONEERING SERVICES FOR TAX RECOVERY – (REBID)**  
**(NON-SHELTERED MARKET)**

**16. DRUG-FREE WORKPLACE CERTIFICATION:**

Broward County Procurement Code Chapter 21.31.a. requires awards of competitive sealed bids and sealed proposals requiring Board Award be made only to firms certifying the establishment of a drug free workplace. The Drug Free Workplace Certification (Attachment "B") should be furnished within five (5) business days after request by the Purchasing Agent but prior to recommendation of award to the Board of County Commissioners. Failure to provide this certification will render your office unqualified and ineligible for award.

**17. BATTERY DISPOSAL:**

In accordance with Florida 1993 Solid Waste Act, the manufacturers of heavy metal batteries or the manufacturers of products powered by such batteries are solely responsible for the reclamation and disposal of such used batteries as purchased by the County. The County shall not be held liable for any cost associated with the reclamation and disposal of such batteries.

**18. NON-COLLUSION STATEMENT:**

By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Fla. Stat. (1989), 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 Broward County 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.

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

**NAME**

PC/RA

**RELATIONSHIPS**

PC/RA

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

**SPECIAL INSTRUCTIONS TO BIDDERS**  
(Continued)

**AUCTIONEERING SERVICES FOR TAX RECOVERY – (REBID)**  
**(NON-SHELTERED MARKET)**

**19. DOCUMENT CHECKLIST:**

THE FOLLOWING ITEMS MAY BE REQUIRED TO DETERMINE BID RESPONSIVENESS. PLEASE ENSURE THAT ALL APPLICABLE ITEMS ARE COMPLETED AND SUBMITTED WITH YOUR BID. FAILURE TO MEET THE APPLICABLE REQUIREMENTS MAY RENDER YOUR BID NON-RESPONSIVE. ADDITIONAL INFORMATION FOR THESE ITEMS CAN BE FOUND THROUGHOUT THIS BID DOCUMENT.

- A. Bid/Addendum
  - The Invitation for Bid must be signed in ink.
  - If an Addendum is required, it must be acknowledged on the Bid sheet or returned with your Bid.
  - If a revised Bid sheet is required, it must be returned with the Addendum.
- B. Group Items
  - If a "Group" is specified, you must bid all items within each Group and indicate "No Charge" for those items that are included at no additional charge.

**20. ADDITIONAL ITEMS:**

THE FOLLOWING DOCUMENTS SHOULD BE SUBMITTED WITH YOUR BID, BUT NO LATER THAN FIVE (5) BUSINESS DAYS FROM REQUEST OF THE PURCHASING AGENT.

A. Supplements/Attachments

- Copy of Broward County Local Business Tax Receipt (For Broward County Vendors)
- The Non-Collusion Statement
- The Vendor Questionnaire
- Drug Free Workplace Certification – Attachment "B"
- Domestic Partner Certification - Attachment "C"
- Certificate of Insurance, per sample attached - Attachment "D"

\* All original Bids must be received in the Purchasing Division no later than 2:00 p.m. on the opening date specified. Late Bids will not be accepted. Please allow additional time for traffic and parking. This Checklist is for informational purposes only, it is not necessary to return.

## ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID AS  
JSUGA-1DATE (MM/DD/YYYY)  
03/12/08

## PRODUCER

Shelley & Associates, Inc.  
2190 Jog Road  
West Palm Beach FL 33415  
Phone: 561-969-7100

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONVEYS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURED

J Sugarman Worldwide Auctions  
Jay Sugarman  
2190 NW 51 Ct. Ste. 101  
Ft. Lauderdale FL 33308

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Nationwide

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGE(S)

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	778R734737-3001	03/18/08	03/18/09	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENERAL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	Garage Liability <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS \$ ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Village of Merrick Park and its direct and indirect parents and subsidiaries, any of their affiliated entities, successors and assigns and any current or future director, officer, employee, partner, member or agent of any of them are listed as additional insured.

## CERTIFICATE HOLDER

## CANCELLATION

MERIKPA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

BID SHEETAUCTIONEERING SERVICES FOR TAX RECOVERY – (REBID)  
(NON-SHELTERED MARKET)

TO: **BOARD OF COUNTY COMMISSIONERS  
BROWARD COUNTY, FLORIDA**

All blanks have been filled in, BID SHEET is attached to the completed "Invitation For Bid" and returned herewith.

In accordance with all terms, conditions, specifications and requirements, the bidder offers the following:

ITEM NO.	ESTIMATED VALUE OF ASSETS TO BE AUCTIONED ANNUALLY	COMMODITY CODE #96209 DESCRIPTION	BUYER PREMIUM
1.	70,000.00	Level One – To be paid by the Percent (%) of "Buyers Premium."  The "Buyers Premium" for the purposes of this contract is a fixed percent of premium, or pre-tax total of each invoice for items sold that is added to the bid amount and paid by the Buyer. The "Buyers Premium" will be the sole source of compensation to the auctioneer. Broward County will not pay any additional costs.	\$ <u>10%</u>

County anticipates holding approximately six (6) auctions per year. Auction dates shall be mutually agreed upon by Broward County and the awarded vendor. It is desirable to hold the auctions within thirty (30) calendar days of written request. Bidding vendor can do required advertising and commence an auction within request.

Vendor represents that its business is regularly engaged in and routinely sells the product(s) offered within this bid.

YES  NO

Vendor affirms that it is an authorized dealer/seller of the product(s) offered herein on or before the opening date, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser.

YES  NO

Broward County reserves the right to request proof thereof prior to award.

Bid results will be posted to the Broward County Purchasing website at [www.broward.org/purchasing/solicitationresults.htm](http://www.broward.org/purchasing/solicitationresults.htm).

NAME OF COMPANY: J. Sugarman Auction Corp

AUTHORIZED SIGNATURE: Scott J. Sugarman

By signing this bid sheet your firm is agreeing to the terms and conditions of the Invitation for Bid.

PREVIOUS CONTRACT NO. J-6-06-214-B1

BID NO. J-9-08-285-B1

**BID SHEET**  
(Continued)

**AUCTIONEERING SERVICES FOR TAX RECOVERY – (REBID)**  
**(NON-SHELTERED MARKET)**

**INSURANCE EXCEPTION REQUESTS:**

In accordance with Paragraph 7.5 of "Special Instructions to Bidder" indicate if an exception to insurance requirements is being requested. Be specific and state reason:

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**FOR OPEN-END CONTRACT:**

If vendor accepts credit card as payment, vendor agrees to provide the using agency, on no less than a quarterly basis, a transaction report documenting all order quantities for each item purchased and delivered under the contract during the reporting period.

YES  NO

**PREFERENCES:**

DO YOU QUALIFY FOR THE LOCAL PREFERENCE CLAUSE? YES  NO

DO YOU QUALIFY FOR THE DOMESTIC PARTNER CLAUSE? YES  NO

**OTHER GOVERNMENT ENTITIES:**

THE UNDERSIGNED BIDDER WILL EXTEND THE SAME PRICE, TERMS AND CONDITIONS TO OTHER GOVERNMENTS LOCATED IN BROWARD COUNTY DURING THE PERIOD COVERED BY THIS CONTRACT, IF REQUESTED.

YES  NO

**VENDOR FAX #**

WILL THIS PRICING BE EXTENDED TO OTHER GOVERNMENTS LOCATED IN DADE OR PALM BEACH COUNTIES?

YES  NO

OTHER GOVERNMENTS LOCATED WITHIN THE STATE OF FLORIDA?

YES  NO

**ADDENDA:**

LIST BELOW ALL ADDENDA (IDENTIFIED BY NUMBER) THAT YOUR COMPANY HAS RECEIVED AND HEREBY ACKNOWLEDGES SINCE ISSUANCE OF THIS BID:

**NOTICES TO BIDDER:**

1. PLEASE COMPLETE APPLICABLE INFORMATION ON THE FACE OF THE INVITATION FOR BID/BIDDER ACKNOWLEDGMENT FORM (IFB). IF THE COUNTY DOES NOT HAVE THE CORRECT INFORMATION, PAYMENTS CANNOT BE MADE TO YOUR FIRM.
2. BE SURE TO HAVE THE INVITATION FOR BID, [BIDDER ACKNOWLEDGMENT FORM] SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.

NAME OF COMPANY: J. Sugarman Auction Corp

VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET

THIS COMPLETED FORM SHOULD BE SUBMITTED WITH THE BID; HOWEVER, IT MUST BE SUBMITTED WITHIN FIVE (5) WORKING DAYS OF THE COUNTY'S REQUEST.

The undersigned authorized representative of the Bidder certifies the truth and accuracy of all statements and the answers contained herein. Respond to all questions applicable for this solicitation.

1. How many years has your organization been in business?

39 years

1A. What type of service/commodity does your company offer?

Commercial Auction Company

2. What is the last project of this nature that you have completed?

We conduct approx 3-6 Auction Sales per week

3. Have you ever failed to complete any work or not timely shipped commodities awarded to you? If yes, when and why?

No

3A. Give owner names, addresses and telephone numbers, and surety and project names, for all projects for which you have performed work, where your surety has intervened to assist in completion of the project, whether or not a claim was made.

No one

NAME OF COMPANY: I. Sugarcane Auction Corp

**VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET**  
 (Continued)

4. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work or sold similar commodities to:

4.1. <u>Pete Delgado</u>	<u>8075 W. 22<sup>nd</sup> AVE</u>	<u>305-525-8583</u>
(Name)	(Address)	(Phone No.)
4.2. <u>Bob Serota</u>		<u>305-490-1116</u>
(Name)	(Address)	(Phone No.)
4.3. <u>Ray Padrone</u>		<u>305-530-0024</u>
(Name)	(Address)	(Phone No.)
<u>STEVE MOSKOWITZ</u>		<u>954-261-7013</u>

5. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-venturers.)

<u>NAME OF PROJECT</u>	<u>OWNER &amp; PHONE NO.</u>	<u>TOTAL CONTRACT VALUE</u>	<u>DATE OF COMPLETION PER CONTRACT</u>	<u>% OF COMPLETION TO DATE</u>
<u>MANCY Auctions</u>	<u>IN PROGRESS</u>			

(Continue list on insert sheet, if necessary.)

6. Has a representative of the Bidder completely inspected the proposed project site and does the Bidder have a complete plan for its performance?

Not at this time, as we don't know what your Department was scheduled

NAME OF COMPANY: J. Sugarman Auction Corp

**VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET**  
(Continued)

7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor that will perform work in excess of ten percent (10%) of the contract amount, the approximate percentage, and the work that will be performed by each such subcontractor. Include the name of each subcontractor and the approximate percentage of work.

No, we handle Everything  
from Start to finish

The foregoing list of subcontractor(s) may not be amended after award of the Contract without the prior written approval of the Contract Administrator, whose approval shall not be unreasonably withheld. If the subcontractor(s) is a Community Disadvantaged Business Enterprise (CDBE), prior written approval must also be obtained from the Director, or designee, of the Small Business Development Division (SBDD).

8. State the name of your proposed project manager and superintendent and give details of his or her qualifications and experience in managing similar work.

VARIOUS Predicated on Job or  
INVENTORIES to be Auctioned

9. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name).

9.1 The correct name of the Bidder: J. Sugarmore Auction Corp

9.2 The business is a (Sole Proprietorship) (Partnership) (Corporation)  
Corporation

9.3 The address of principal place of business: 18502 N.E. 5<sup>th</sup> AVE  
North Miami, FLA, 33179

NAME OF COMPANY: J. Sugarmore Auction Corp

**VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET**  
(Continued)

9.4 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Scott C. Grasso

9.5 List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.

N/A

9.6 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

N/A

9.7 List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

N/A

NAME OF COMPANY: J. Sugarmate Auction Corp

**VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET**  
(Continued)

9.8 List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.

N/A

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9.9 List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization(s) were defendants.

N/A

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9.10 Has the Bidder, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

N/A

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10. **Only Applicable to Living Wage Contracts**

In the interest of determining what, if any, fiscal impact(s) are a result of complying with the living wage requirements for this bid, please provide the following data for informational purposes only. The response shall not be considered in determining the award of this Contract.

The living wage requirements have:  
(Check one)

Had no effect on the total price of this bid.

Increased the total price of this bid by \_\_\_\_\_ %.

Decreased the total price of this bid by \_\_\_\_\_ %.

NAME OF COMPANY: J. SUGARMAN Auction Corp

ATTACHMENT "A"

SPECIFICATIONS

AUCTIONEERING SERVICES FOR TAX RECOVERY - (REBID)  
(NON-SHELTERED MARKET)

A. COMPLETING THE BID SHEET:

Level 1 Auction Services will be paid through a Buyer's Premium paid by persons buying items at the auction. Vendor should enter on the Bid Sheet the percentage of Buyer's Premium to be charged at County Tax auctions to cover all AUCTIONEER expenses required in this Specifications and Requirements. All expenses that are AUCTIONEER responsibility in this document will be paid by the premium, or fee, on the pre-tax total of each invoice for items sold, that is added to the bid amount and paid by the buyer. Bids may be in whole or fractions of a percentage. The lowest Buyers Premium will be awarded the bid.

The bidder will also indicate under the informational questions section on the Bid Sheet the amount to be paid to the AUCTIONEER in the situation where the taxpayer pays the taxes just prior to any auction after costs have been incurred by the AUCTIONEER. This will not be considered a factor in awarding the contract, but will be used if the situation occurs.

B. COUNTY RESPONSIBILITIES:

1. The COUNTY will identify items to be auctioned and locations within Broward County at which auctions are to take place, if the auction is to take place at the taxpayer's location.
2. The COUNTY will provide AUCTIONEER with a written work order describing services to be performed and location for Level 1 required services.
3. If the items to be auctioned need to be moved from the business location to the AUCTIONEER'S location for the auction, COUNTY will notify AUCTIONEER.
4. The COUNTY shall have personnel from the Revenue Collection Division in possession of a valid tax warrant in attendance at each auction. The County shall observe all auction processes.
5. In accordance with Chapter 197, Section 417, the COUNTY shall determine the amount of tax, interest, delinquent charges, costs, collection fees that are due. The County has the responsibility of returning any surplus funds to the person who has possession of the property when the tax levy was made or to the owner of the property.

**ATTACHMENT "A"**  
**(Continued)**

**SPECIFICATIONS**

**AUCTIONEERING SERVICES FOR TAX RECOVERY – (REBID)**  
**(NON-SHELTERED MARKET)**

<b>ITEM</b>	<b>DESCRIPTION &amp; SPECIFICATIONS</b>	VENDORS SHOULD SHOW WHAT IS OFFERED INCLUDING ANY DEVIATIONS FROM THE DESCRIPTION AND SPECIFICATIONS. THE PRODUCT OFFERED BY THE BIDDER MUST ON AN OVERALL BASIS BE EQUAL OR GREATER IN QUALITY OR PERFORMANCE THAN THE BID SPECIFICATIONS. BROWARD COUNTY RESERVES THE RIGHT TO BE THE SOLE JUDGE OF WHAT IS EQUAL AND ACCEPTABLE. BIDS WHICH DO NOT COMPLY WITH THESE REQUIREMENTS ARE SUBJECT TO REJECTION.		
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<b>Item No.</b>	<b>DESCRIPTION</b>	<b>COMPLY?</b>	<b>EXCEPTIONS</b>
		<u>YES</u>	<u>NO</u>
<b>C. AUCTIONEER RESPONSIBILITIES: LEVEL 1 – AUCTION</b>			
1.	AUCTIONEER will assign a Project Manager to coordinate all matters with appropriate County representative.	<input checked="" type="checkbox"/>	<input type="checkbox"/> _____
2.	In accordance with Chapter 197, Section 417, Florida Statute, AUCTIONEER will advertise at least 15 days prior to the sale all items to be auctioned. The notice will be posted in at least three public places in the County, one of which shall be at the courthouse, and the property shall be sold at public auction at the location noted in the advertisement. Copies of all advertisements must be submitted to the County representative at the time advertising is done.	<input checked="" type="checkbox"/>	<input type="checkbox"/> _____
3.	AUCTIONEER will also advertise all auctions on the Internet. Assets valued over \$100 shall be posted on the Internet with photographs. These are minimum advertising requirements. AUCTIONEER may do additional advertising beyond what is required here.	<input checked="" type="checkbox"/>	<input type="checkbox"/> _____
4.	AUCTIONEER will conduct all auctions with a team including a minimum of one (1) Auctioneer, one (1) Ringman, and one (1) Clerk/Cashier/Computer Operator for each auction.	<input checked="" type="checkbox"/>	<input type="checkbox"/> _____

ATTACHMENT "A"  
(Continued)

SPECIFICATIONS

**AUCTIONEERING SERVICES FOR TAX RECOVERY – (REBID)**  
**(NON-SHELTERED MARKET)**

Item No.	<u>DESCRIPTION</u>	<u>COMPLY?</u>		<u>EXCEPTIONS</u>
		<u>YES</u>	<u>NO</u>	
C.	<b><u>AUCTIONEER RESPONSIBILITIES: LEVEL 1 – AUCTION</u></b> (Continued)			
5.	If the tangible personal property is to be moved from the business location to the AUCTIONEER'S location for the auction, AUCTIONEER will provide all equipment and labor to safely move the items without damage to a warehouse facility.	X	<input type="checkbox"/>	_____
6.	AUCTIONEER must have access to a warehouse facility within Broward County at which an auction can be held.	X	<input type="checkbox"/>	_____
7.	AUCTIONEER must have a licensed plumber and licensed electrician available, if needed, to dismantle and/or move equipment.	X	<input type="checkbox"/>	_____
8.	AUCTIONEER will provide for all equipment and supplies necessary for the registration of bidders and the conduct of all actions to include necessary audio equipment, calculators, computer, printer and paper/administrative supplies.	X	<input type="checkbox"/>	_____
9.	AUCTIONEER shall clean area where auction is to take place before and after sale.	X	<input type="checkbox"/>	_____
10.	AUCTIONEER will arrange for well-organized, efficient procedures at auction sales. The Auctioneer shall tag or mark all items or lots with auction numbers, and sell each item or lot to the highest responsible bidder.	X	<input type="checkbox"/>	_____
11.	AUCTIONEER shall register all bidders immediately prior to each sale.	X	<input type="checkbox"/>	_____
12.	AUCTIONEER is responsible for collection of full and immediate payment on all items sold.	X	<input type="checkbox"/>	_____

ATTACHMENT "A"  
(Continued)SPECIFICATIONSAUCTIONEERING SERVICES FOR TAX RECOVERY – (REBID)  
(NON-SHELTERED MARKET)

<u>Item</u>	<u>No.</u>	<u>DESCRIPTION</u>	<u>COMPLY?</u>	<u>EXCEPTIONS</u>
			<u>YES</u>	<u>NO</u>
C.		<u>AUCTIONEER RESPONSIBILITIES: LEVEL 1 – AUCTION</u> (Continued)		
	13.	AUCTIONEER shall furnish a tape recorder and tapes to record each auction. Tapes will be turned over to the County, if requested.	<input checked="" type="checkbox"/>	<input type="checkbox"/> _____
	14.	AUCTIONEER shall provide a computer printout to the County within five (5) working days of auction completion, to include each buyers' name, address, telephone number, item purchased, and price paid, including the buyer's premium amount. This report must be sent with the proceeds from the sale.	<input checked="" type="checkbox"/>	<input type="checkbox"/> _____
	15.	AUCTIONEER shall also complete and submit to the County within five (5) working days of auction completion, a statement for services rendered indicating gross sales and percentage of commission withheld from gross sales.	<input checked="" type="checkbox"/>	<input type="checkbox"/> _____

**ATTACHMENT "A"**  
(Continued)

**SPECIFICATIONS**

**AUCTIONEERING SERVICES FOR TAX RECOVERY – (REBID)**  
**(NON-SHELTERED MARKET)**

**D. AUCTIONEER RESPONSIBILITIES: NO AUCTION HELD**

1. If a taxpayer pays the amount of tax and fees due just prior to the auction being held, after the AUCTIONEER has incurred expenses in association with this agreement, the AUCTIONEER will be reimbursed all reasonable expenses upon providing to the County proof of expenses.

**E. MISCELLANEOUS:**

**AUCTION DATES**

The auction dates shall be mutually agreed upon by BROWARD COUNTY and AUCTIONEER and shall be held, if possible, within thirty (30) days of the written work order.

**RECORDS**

1. AUCTIONEER shall keep accurate records on sales and require any and all contractors and subcontractors to keep records as may be necessary in order to correctly bill COUNTY. All books and records relative to the Project will be available at all reasonable times from examination and audit by COUNTY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for COUNTY'S disallowances of any fees or expenses based upon such entries. All books and records which are considered public records shall, pursuant to Chapter 119, Florida Statutes, be kept by AUCTIONEER in accordance with such statutes.

**OTHER**

1. All purchases must be settled in full at the end of sale by cash, cashier's check, or company check accompanied by a bank letter of guarantee. Buyers will be required to present letter of guarantee at time of registration.
2. All sales are subject to state and local tax laws. Auctioneer must pay all applicable taxes.
3. Sales tax numbers will be required on all purchases by dealers for resale. Failure to furnish a tax number will require payment of the sales tax on all purchases.
4. AUCTIONEER will send a company check within ten (10) calendar days of auction completion to the County with proceeds from the Auction. Make check payable to:

**"BROWARD COUNTY REVENUE COLLECTION DIVISION"**

Mail To:      Revenue Collection Division  
                    Enforcement/Personal Property Section  
                    115 South Andrews Avenue, Room A400  
                    Fort Lauderdale, FL 33301

Include report as stated in Section C.

5. Prior to award, the County reserves the right to review the qualifications of the vendor considered for award to determine responsibility of the vendor to provide this service to the County.

ATTACHMENT "B"DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The offeror's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's 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 of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

Scott Grasso Jay Sugarman Auction Corp  
 (Vendor Signature)  
Scott Grasso Jay Sugarman Auction Corp  
 (Print Vendor Name)

STATE OF FLORIDACOUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of OCTOBER, 2008,

by SCOTT GRASSO

(Name of person who's signature is being notarized)

as PRESIDENT

(Title)

of J SUGARMAN AUCTION GROUP

CORP @

(Name of Corporation/Company)

known to me to be the person described herein, or who produced

(Type of Identification)

as identification, and who did/did not take an oath.

NOTARY PUBLIC:

Maria DeNubilo

(Signature)

Maria DeNubilo

(Print Name)

My commission expires: 01-15-12

NOTARY PUBLIC STATE OF FLORIDA  
  
 Maria DeNubilo  
 Commission #DD732854  
 Expires: JAN. 15, 2012  
 BONDED THRU ATLANTIC BONDING CO., INC.

## ATTACHMENT "D"

## Insurance Requirements for Auctioneering Services

The following coverages are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Management.

TYPE OF INSURANCE	Limits of Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
<b>GENERAL LIABILITY</b>	Bodily Injury		
<input checked="" type="checkbox"/> Commercial General Liability			
<input checked="" type="checkbox"/> Premises—Operations	Property Damage		
<input type="checkbox"/> Explosion & Collapse Hazard			
<input type="checkbox"/> Underground Hazard	Bodily Injury and Property Damage Combined	\$300K	\$500K
<input checked="" type="checkbox"/> Products/Completed Operations Hazard			
<input checked="" type="checkbox"/> Contractual Insurance	Personal Injury		
<input checked="" type="checkbox"/> Broad Form Property Damage			
<input checked="" type="checkbox"/> Independent Contractors			
<input checked="" type="checkbox"/> Personal Injury			
<b>AUTO LIABILITY</b>	Bodily Injury (each person)		
<input checked="" type="checkbox"/> Comprehensive Form			
<input checked="" type="checkbox"/> Owned	Bodily Injury (each accident)		
<input checked="" type="checkbox"/> Hired			
<input checked="" type="checkbox"/> Non-owned	Property Damage		
<input checked="" type="checkbox"/> Any Auto If applicable	Bodily Injury and Property Damage Combined	\$300K	
<b>POLLUTION &amp; ENVIRONMENTAL LIABILITY</b>	Max Ded \$	\$	\$
<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)</b>	<input checked="" type="checkbox"/> STATUTORY		
<b>PROFESSIONAL LIABILITY ~ E&amp;O</b>	Max. Ded. \$250k		
<b>PROPERTY COVERAGE / ALL RISK</b>	Max. Ded.		Agreed value Replacement Cost
<b>PROPERTY COVERAGE, BUILDERS OR INSTALLATION FLOATER.</b> Subject to waiver based on type and nature of project. If project greater than \$50k – installation floater required for replacement of material, equipment, installation All risk, agreed value.	Maximum Deductible	\$ 10K	Agreed value
	Each Claim	Vendor Responsible for Deductible	
Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County.			
Description of Operations/Location/Venue: Certificate must show on general liability and excess liability Additional Insured: Broward County Board of County Commissioners, Broward County, Florida. Also when applicable certificate should show B.C.B.C.C as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required. Certificate Must be Signed and All applicable Deductibles shown <b>CONTRACTOR RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED</b> . Indicate bid number, R.I.R.F.P. and project manager on COI.			
NOTE * - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act.			
CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder.			
 InsuranceLinkForm 03 Revised certificate of insurance 2008 000 COI			

*David Mehler*  
Signature of David Mehler  
Risk Management Division, Broward County  
Risk Management Division, Broward County

David Mehler  
Risk Management Division  
Date Issued: 4/9/08