SUBJECT: PIGGYBACK CITY OF FORT LAUDERDALE RFP#535-11168 AUCTIONERING SERVICES FOR DISPOSAL OF ABANDONED PROPERTY

BID #: PSC-0536-17 **OPEN DATE: 05/17/2013**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: DATE OF EXECUTED CONTRACT THROUGH JUNE 20, 2020 WITH ONE (1) ONE (1) YEAR RENEWAL OPTION

AGENCY: JACKSONVILLE SHERIFF'S OFFICE

BASIS OF AWARD: PIGGYBACK CITY OF FORT LAUDERDALE RFP#535-11168

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback RFP#535-11168 between the City of Fort Lauderdale and PropertyRoom.com, Inc. The initial period of service is from date of contract execution through September 30, 2019 with three (1) one (1) year renewal options.

This is a revenue generating contract and is to be executed by formal contract through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo; Risk Approval; Contract Agreement and Award

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
STEVEN BURAKOWSKI
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Bill Clement, Chief of Budget & Management Division

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

OFFICE OF THE SHERIFF

CONSOLIDATED CITY OF JACKSONVILLE
DUVAL COUNTY

501 EAST BAY STREET • JACKSONVILLE, FLORIDA 32202-2975

MIKE WILLIAMS
SHERIFF

To: Gregory Pease
Chief of Procurement

Thru: Bill Clement, CPA
Chief of Budget & Management Division

From: Tony Davis
Director of Police Services

Subject: Award Request – Piggyback City of Fort Lauderdale #535-11168 for Auctioneer Services

Date: August 4, 2017

The Jacksonville Sheriff's Office is requesting a piggyback award under Sections 126.211 and 126.309 of the ordinance code to procure Auctioneer Services. We request authorization to utilize the City of Florida Solicitation #535-11168, which was competitively procured and awarded to PropertyRoom.com, Inc. The contract is an active contract between the City of Fort Lauderdale and the vendor. We are requesting the award between the Jacksonville Sheriff's Office and PropertyRoom.com, Inc., from date of executed contract through September 30, 2019, with three (1) one (1) year renewal option. This is a revenue generating contract. PropertyRoom.com, Inc., will provide an online auction eCommerce site to assist JSO in disposing of abandoned property.

Attached is a copy of solicitation #535-11168 along with subsequent documents. Piggybacking on the contract will enable the Jacksonville's Sheriff's Office to dispose of abandoned property. We are requesting authorization for the contract to be executed by the Mayor's office.

Attached is a copy of the copy of the Certificate of Liability Insurance approved by Risk Management.

Please let me know if you require any additional information. Thank you for your assistance.

APPROVED
By Ann Willis at 9:14 am, Aug 07, 2017

EXHIBIT A
INDEMNIFICATION

Vendor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

EXHIBIT B
INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Vendor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Vendor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 100,000 Each Accident
	$ 500,000 Disease Policy Limit
	$ 100,000 Each Employee/Disease

This insurance shall cover the Vendor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability $1,000,000 per Claim and Aggregate

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three year reporting option beyond the annual expiration date of the policy.

Cyber Liability & Data Storage $1,000,000 per Claim and Aggregate

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

C. Vendor's Insurance Primary. The insurance provided by the Vendor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Vendor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Vendor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Vendor or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Vendor shall relieve Vendor of Vendor's full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Vendor shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Vendor shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Vendor, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Vendor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Vendor shall present this Contract and Exhibit A & B to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and(2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Vendor.

Client#: 1432653 PROPROOM

ACORD™ **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 05/30/2017

APPROVED
By Ann Willis at 2:40 pm, Jul 07, 2017

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

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

PRODUCER
USI Insurance Services LLC-CL
3190 Fairview Park Drive Suite 400
Falls Church, VA 22042-4546
703 698-0788

CONTACT NAME:
PHONE (A/C, No, Ext): 703 698-0788 FAX (A/C, No): 610 362-8377
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Company	41297
INSURER B : Hartford Fire Insurance Company	19682
INSURER C : Travelers Casualty & Surety Co.	31194
INSURER D : Progressive Insurance Group	24260
INSURER E : Lloyd's of London	15642
INSURER F :	

INSURED
PropertyRoom.com, Inc.
5257 Buckeystown Pike
Suite 475
Frederick, MD 21704

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPS2394222	04/02/2017	04/02/2018	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY			061332820	04/28/2017	04/28/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO			061334610	04/28/2017	04/28/2018	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS			061327370	04/28/2017	04/28/2018	BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			CXS0004679	04/02/2017	04/02/2018	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$5,000,000
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
	Professional			ESF05250605	04/02/2017	04/02/2018	$3,000,000	
E	Liability							
E	Cyber Liability			ESF05250605	04/02/2017	04/02/2018	$3,000,000	

SC LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Jacksonville and City's members, officials, officers, employees, and agents are included as Additional Insured(s) on a primary and non-contributory basis on the General Liability, Automobile Liability, Cyber Liability, and Umbrella Liability policies if required by written contract. A Waiver of Subrogation is included ont he General Liability, Auto Liability, Cyber Liability, and Professional Liability. A 30 day notice of cancellation is included on the
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Jacksonville
117 W Duval Street
Jacksonville, 32202-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John C. Middleton

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DESCRIPTIONS (Continued from Page 1)

General Liability, Automobile Liability, and Umbrella Liability policies in favor of the Certificate Holder if required by written contract. A 30 day notice of cancellation applies to the City of Jacksonville on all policies.

APPROVED
By Ann Willis at 2:42 pm, Jul 07, 2017

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/06/2017

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

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PRODUCER

Wells Fargo Insurance Services USA, Inc.
Attn: Alejandra Evans
2601 S. Bayshore Drive, Suite 1600
Coconut Grove, FL 33133

CONTACT NAME: Risk Management Department
PHONE (A/C, No, Ext): (866) 443-8489 **FAX (A/C, No):** (800) 889-0021
E-MAIL ADDRESS: work.comp@trinet.com

INSURED
TriNet HR Corporation and all its affiliates and subsidiaries
PropertyRoom.com, Inc. (Endorsed as alternate employer)
9000 Town Center Parkway
Bradenton, FL 34202

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Commerce & Industry Inc Co	19410
INSURER B: Illinois National Ins Co	23817
INSURER C: Ins Co State of Penn	19429
INSURER D: Nat'l Union Fire Ins Co of Pittsburgh, PA	19445
INSURER E: New Hampshire Ins Co	23841
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS-COMP/OP AGG	$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Each accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N		X	064568312 (FL)	07/01/2016	07/01/2017	X PER STATUTE ☐ OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐			064568298 (MD)	07/01/2016	07/01/2017	E.L. EACH ACCIDENT	$2,000,000
E	**(Mandatory in NH)** If yes, describe under			064568297 (KY)	07/01/2016	07/01/2017	E.L.DISEASE-EA EMPLOYEE	$2,000,000
E	DESCRIPTION OF OPERATIONS below			064568308 (TX)	07/01/2016	07/01/2017	E.L. DISEASE-POLICY LIMIT	$2,000,000
							See attached Waiver of Subrogation in favor of certificate holder	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required): Client ID: JL5
Workers' Compensation coverage is limited to worksite employees of PropertyRoom.com, Inc. through a co-employment agreement with TriNet HR Corporation and all affiliated entities.

Waiver of Subrogation in favor of the City of Jacksonville, its members officials, officers, employees and agents

CERTIFICATE HOLDER

City of Jacksonville, its members officials, officers, employees and agents
117 W Duval St
Jacksonville, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Alejandra Evans

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/06/2017

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PRODUCER

Wells Fargo Insurance Services USA, Inc.
Attn: Alejandra Evans
2601 S. Bayshore Drive, Suite 1600
Coconut Grove, FL 33133

CONTACT NAME: Risk Management Department
PHONE (A/C, No, Ext): (866) 443-8489 **FAX (A/C, No):** (800) 889-0021
E-MAIL ADDRESS: work.comp@trinet.com

INSURED

TriNet HR Corporation and all its affiliates and subsidiaries
Labor Contractor for PropertyRoom.com, Inc.
9000 Town Center Parkway
Bradenton, FL 34202

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Commerce & Industry Inc Co	19410
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	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS-COMP/OP AGG	$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Each accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							
B D E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below		X	064572259 (IL) 064571559 (CA) 064574591 (NY)	07/01/2016 07/01/2016 07/01/2016	07/01/2017 07/01/2017 07/01/2017	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$2,000,000
							E.L. DISEASE-EA EMPLOYEE	$2,000,000
							E.L. DISEASE-POLICY LIMIT	$2,000,000
							See attached Waiver of Subrogation in favor of certificate holder	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required): Client ID: JL5
Workers' Compensation coverage is limited to worksite employees of PropertyRoom.com, Inc. through a co-employment agreement with TriNet HR Corporation and all affiliated entities.

Waiver of Subrogation in favor of the City of Jacksonville, its members officials, officers, employees and agents

CERTIFICATE HOLDER

City of Jacksonville, its members officials, officers, employees and agents
117 W Duval St
Jacksonville, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Alejandra Evans

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

City of Jacksonville, its members officials, officers, employees and agents:
117 W Duval St

Jacksonville FL 32202

TriNet Client Number: 9DRE / JL5
Client Name: PropertyRoom.com, Inc.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **See Accompanying Certificate** Policy No. Endorsement No.
Insured: TriNet HR Corp. **See Accompanying Certificate** Premium $
and all its affiliates & subsidiaries

Insurance Company: **See Accompanying Certificate** Counter Signed By _____

WC 00 03 13
(Ed. 4-84)

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BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following" attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective **See Accompanying Certificate** 12:01 AM forms a part of Policy No. **See Accompanying Certificate**

Issued to TriNet HR, Corp. and all its affiliates & subsidiaries*

By **See Accompanying Certificate**

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be --- % of the total estimated workers compensation premium for this policy.

Schedule

City of Jacksonville, its members officials, officers, employees and agents
117 W Duval St

Jacksonville, FL 32202

TriNet Client Number: 9DRE / JL5
Client Name: PropertyRoom.com, Inc.

WC 04 03 61
(Ed. 11-90)

Countersigned by _____
Authorized Representative

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

TriNet Client Number: 9DRE / JL5

Client Name: PropertyRoom.com, Inc.

1. (**X**) Specific Waiver

   Name of person or organization:

   City of Jacksonville, its members officials, officers, employees and agents

   117 W Duval St

   Jacksonville, FL 32202

   ( ) Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

   The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **See Accompanying Certificate** Policy No. Endorsement No.

Insured: TriNet HR Corp. **See Accompanying Certificate** Premium $

and all its affiliates & subsidiaries

Insurance Company: **See Accompanying Certificate** Counter Signed By

AGREEMENT FOR
AUCTIONEER SERVICES

THIS AGREEMENT, made this 10th day of December 2013, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and PropertyRoom.Com, Inc., a California corporation authorized to transact business in the State of Florida ("Contractor" or "Company"), whose address and phone number are 5257 Buckeystown Pike, Suite 475, Frederick, MD ~~20876~~, Phone: 240-751-9119, Fax: 240-230-0229, Email: kathryncoles@propertyroom.com. 21704

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

WITNESSETH:

I. DOCUMENTS

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

(1) Request for Proposal No. 535-11168, Auctioneering Services, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").

(2) The Contractor's response to the RFP, dated May 17, 2013, ("Exhibit B"), except that the proposed Property Disposition Service Agreement contained in Exhibit B is deleted.

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

A. First, specific direction from the City Manager (or designee)
B. Second, this Agreement (Form P-0001) dated Dec. 10, 2013, and any attachments.
C. Exceptions 1 and 2 contained on Page 31 of Exhibit B.
D. Third, Exhibit A
E. Fourth, Exhibit B, excluding Exceptions 1 and 2 contained on page 31 of Exhibit B.

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents. All references in the Contractor's response to the RFP suggesting that the Contractor's response to the RFP contains confidential information are deleted. Contractor shall post items online for approximately three (3) days.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's

obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

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

III. TERM OF AGREEMENT

The initial contract period shall commence on October 15, 2013, and shall end on October 14, 2015. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

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

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

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

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

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

C. Termination for Cause

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

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

D. Termination for Convenience

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

E. Cancellation for Unappropriated Funds

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

F. Insurance

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

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

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

Workers' Compensation and Employers' Liability Insurance

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

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

Commercial General Liability Insurance

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

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

This coverage must include, but not limited to:

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

Automobile Liability Insurance

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

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

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

Certificate holder should be addressed as follows:

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

G. <u>Environmental, Health and Safety</u>

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

H. Standard of Care

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

I. Rights in Documents and Work

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

J. Audit Right and Retention of Records

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

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

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

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

K. Public Entity Crime Act

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

L. Independent Contractor

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

M. Inspection and Non-Waiver

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

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

N. Assignment and Performance

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

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

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

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

O. <u>Conflicts</u>

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

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

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

P. Schedule and Delays

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

Q. Materiality and Waiver of Breach

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

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

R. Compliance With Laws

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

S. Severance

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

T. Limitation of Liability

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

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of $1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

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

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

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

V. Amendments

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

W. Prior Agreements

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

X. Payable Interest

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

Y. Representation of Authority

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

AA. Uncontrollable Circumstances ("Force Majeure")

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

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

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

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

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

BB. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of $1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2013), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2013), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2013), as may be amended or revised.

CC. Public Records

Contractor shall:

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

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

CITY OF FORT LAUDERDALE

By: _____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST

By: _____
Print Name: William Griffith
Title: CFO

CONTRACTOR

By: _____
PJ Bellomo
Chief Executive Officer

(CORPORATE SEAL)

STATE OF Maryland:
COUNTY OF Frederick:

The foregoing instrument was acknowledged before me this 2nd day of December, 2013, by PJ Bellomo as chief executive officer for PropertyRoom.Com, Inc., a California corporation authorized to transact business in the State of Florida.

(SEAL)

Kathryn Marie Coles
Notary Public, State of Maryland
(Signature of Notary Public)

_____

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

KATHRYN MARIE COLES
NOTARY PUBLIC
MONTGOMERY COUNTY
STATE OF MARYLAND
MY COMMISSION EXPIRES
JUNE 29, 2016

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT A

Solicitation 535-11168

Auctioneer Services

Bid designation: Public

CITY OF FORT LAUDERDALE

City of Fort Lauderdale

Bid 535-11168
Auctioneer Services

Bid Number	**535-11168**
Bid Title	**Auctioneer Services**
Bid Start Date	**Apr 26, 2013 8:31:54 AM EDT**
Bid End Date	**May 22, 2013 2:00:00 PM EDT**
Question & Answer End Date	**May 8, 2013 5:00:00 PM EDT**
Bid Contact	**AnnDebra Diaz** **Procurement Specialist II** **Procurement** **954-828-5949** **adiaz@fortlauderdale.gov**
Bid Contact	**Jim Hemphill** **Sr. Procurement Specialist** **Procurement Department** **954-828-5143** **jhemphill@fortlauderdale.gov**

Description
The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide Auctioneer Services in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).
Added on May 9, 2013:
Addendum #1 has been added to the Documents Page
Added on May 16, 2013:
Part VII - Cost Proposal Page should be added as the last section to the proposal submittal.
All other terms, conditions and specifications remain unchanged.

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

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

RFP # 535-11168
TITLE: Auctioneer Services

PART I – INTRODUCTION/INFORMATION

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

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

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com . Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

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

04. PRE-PROPOSAL CONFERENCE AND SITE VISIT
There will not be a pre-bid conference or site visit for this Request for Proposal.

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

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

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

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

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

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

09. PRICE VALIDITY
Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

PART II - RFP SCHEDULE

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

PART III - SPECIAL CONDITIONS

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

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

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

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

05. RULES AND PROPOSALS
The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.

06. CONTRACT PERIOD
The initial contract term shall commence upon date of award by the City or September 5, 2013, whichever is later, and shall expire two (2) years from that date. The City reserves the right to extend the contract for two (2) additional one (1) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

07. COST ADJUSTMENTS
Prices quoted shall be firm for the initial contract term (two years). No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

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

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

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

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

08. SERVICE TEST PERIOD

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

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

09. INVOICES/PAYMENT

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

10. RELATED EXPENSES/TRAVEL EXPENSES

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

11. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

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

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

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

12. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the

estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

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

13. INSURANCE

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

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

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

Workers' Compensation and Employers' Liability Insurance

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

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

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

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

This coverage must include, but not limited to:

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

Automobile Liability Insurance

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

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

Crime Coverage / Credit Card Dishonesty Coverage $1,000,000
If you accept credit cards as a form of payment from bidders, you are required to provide proof that your firm maintains insurance coverage specifically for cyber related crimes relating to the transmission of credit card information over your website.

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

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

Certificate holder should be addressed as follows:

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

14. SUBCONTRACTORS
If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

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

15. INSURANCE – SUBCONTRACTORS
Contractor shall require all of its subcontractors to provide the aforementioned coverage as

well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

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

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

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

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

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

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

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

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases

of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

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

22. CANADIAN COMPANIES
The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

23. LOBBYING ACTIVITIES
ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:
http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf .

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

25. SAMPLE CONTRACT AGREEMENT
A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. BACKGROUND INFORMATION

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

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

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

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

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

02. SCOPE OF WORK

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

"STANDARD" INTERNET AUCTION SERVICES

1. Scheduling

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

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

2. Advertising

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

Contractor should have a sufficient, extensive up to date database of active buyers and potential buyers.
Contractor shall market city auctions to their registered on-line bidders in their database.
Contractor should market / advertise nationally and internationally.

3. Auctioneer Provided Services (minimum)
Fully operational and secure internet auction server/site that shall display photos, give full description, display current bid, allow on-line bidding and capability to close bidding effectively.
System should allow for extended bidding when necessary (Bidding continues if there is strong activity right before scheduled closing time).
Uploading at least four pictures of each item along with full descriptions.
Work with City employee to set starting bid prices (minimum bids).
Post items online for approximately two to four weeks.
Advertise / promote bid.
Sell to successful responsive and responsible bidder.
Train City Staff on use of system when necessary.
Collecting payments from winning bidders .
Handling item disputes involving bidding process and payments.
Coordinate with winning bidder on how and when to pick up their items per direction from City staff.
Generate and send both City and Buyer a "PAID" receipt (Electronically).
Submit final sales reports to City.
Submit auction proceeds to City (less auctioneer commission and sales tax), within ten days of sell.
Remit all sales tax collected to the State of Florida in accordance with the Florida Administrative Code 12A-1.066.
Provide detailed financial and summary reports of all transactions as required by City of Fort Lauderdale.
Provide accurate contact information on bidders / buyers.
Provide easily accessible and responsive technical support and customer service to bidders.
Provide 'help desk' for City staff to train City staff and answer questions. Assistance shall be available during normal business hours EDT. Toll free number preferred.
Marketing /promoting site constantly to entice a larger pool of bidders.
Provide audit records to detail sale for all items submitted. To include records of bids received, awarded bidder, payment terms, and other pertinent information.

4. Labor and Equipment to be provided by the City:
Storage of Auction items until sold.
Provide complete descriptions including any major known defects.
Provide Digital pictures (at least four showing all sides of item).
Attach federal 'As is" /" Where is" stickers to vehicles.
Title work – Transfer all titles to buyer after proof of payment (receipt).
Assist with marketing.

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

"FULL SERVICE" INTERNET AUCTION SERVICES

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

1. Scheduling

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

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

2. Advertising

It will be both the City's and the Contractors responsibility to advertise the City's auctions
Contractor should have a sufficient, extensive up to date database of active buyers and potential buyers.
Contractor shall market city's auctions to the registered on-line bidders in their database.
Contractor should have the ability to market / advertise nationally and internationally.

3. Auctioneer Provided Services (minimum)

Fully operational and secure Internet auction server/site that shall display photos, give full description, display current bid, allow on-line bidding and capability to close bidding effectively.
System should allow for extended bidding when necessary (Bidding continues if there is strong activity right before scheduled closing time)
Pick up Items (at auctioneer's expense) from City of Fort Lauderdale upon request from designated City Staff.
Inspect and process item for auction
Provide bar code or other means for identification, tracking and auditing purposes.
Refurbish / repair / clean items as required
Appraisal and/or work with City employee to set starting bid prices (minimum bids)
Provide complete descriptions including any major known defects
Provide Digital pictures (at least four showing all sides of item)
Uploading pictures of each item along with full descriptions
Post items online for at least two to four weeks
Advertise/promote bid
Storage of Auction items until sold
Collecting / processing payments from successful bidders
Deliver item to successful bidder
Handling item disputes involving auction process and payments
Generate and send both City and Buyer a "PAID" receipt (Electronically)

Submit final sales reports to City
Submit auction proceeds to City (less auctioneer commission and sales tax), within ten days of sell
Remit all sales tax collected to the State of Florida in accordance with the Florida Administrative Code 12A-1.066.
Provide detailed financial and summary reports of all transactions as required by City of Fort Lauderdale
Provide accurate contact information on bidders / buyers
Provide easily accessible and responsive technical support and customer service to bidders.
Provide 'help desk' for City staff to train City staff and answer questions. Assistance shall be available during normal business hours EDT. Toll free number required.
Marketing /promoting site constantly to entice a larger pool of bidders

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

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

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

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

03. LICENSING REQUIREMENTS
An Auctioneer is subject to the licensing requirements of Florida Statute Chapter 468.
In accordance with Florida Statutes 468.385 (2) 'No person shall auction or offer to auction any property in this state unless he or she is licensed by the department or is exempt from licensure under this act'

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

PART V – PROPOSAL EVALUATION CRITERIA

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

Experience, qualifications, and past performance of the proposing firm; Professional Licenses and Certificates; References, Governmental / Public Sector client experience. Results / outcomes of sales for governmental / public sector clients.	**20%**
Facilities and resources: layout of web page; Safeguards / security of website; check-out, reporting capabilities, Number of registered bidders in database; percentage of 'regular' buyers; Average number of 'hits' your site gets per month (substantiated);	**20%**
Approach to scope of work. Including your understanding of the City's requirements and how your offering addresses those requirements; Marketing initiatives / advertising; Reports available / paperwork / form requirements, Procedures / details associated with how your firm conducts an auction, reliance on subcontracting (if any); Services offered to both the client (City) and customer (bidder); checks and balances. Reports and other associated paperwork.	**30%**
Percentage fee charged to the City (lowest % rated the highest)	**30%**
TOTAL PERCENT AVAILABLE:	**100%**

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one; the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may then conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

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

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

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

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

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

PART VI - REQUIREMENTS OF THE PROPOSAL

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

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

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

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

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

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

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

PART VII - PROPOSAL PAGES – COST PROPOSAL

Proposer Name _____

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

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

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

Proposer may submit fee for one or both services

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

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

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

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

PART VIII - PROPOSAL PAGES - TECHNICAL PROPOSAL

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

A: BID/PROPOSAL SIGNATURE PAGE

B: NON-COLLUSION STATEMENT

C. LETTER OF TRANSMITTAL
This letter will summarize in a brief and concise manner, the proposer's understanding of the scope of work and make a positive commitment to perform the work. Indicate if you are submitting for "standard" internet auction services, "full service" internet auction services or both. The letter must name all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons. An authorized agent of the proposer must sign the Letter of Transmittal indicating the agent's title or authority. The proposal shall name all persons or entities interested in the proposal as principals. ***The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.*** The letter should not exceed two pages in length.

D. FUNCTIONAL REQUIREMENTS
Discuss your understanding of the City's requirements and how your offering addresses those requirements.

E. COMPANY PROFILE
Legal name, address, Telephone number, Fax number, E-mail address, Web page address, etc. of the proposer, together with legal entity(corporation, partnership, etc.) State of incorporation (if applicable); Number of employees in the firm; Provide number of years in business under the same name and provide any other names the company may have operated under previously; State whether the firm is local, regional, or national; Give a list of owners and/or partners and managers of the firm. Include names, addresses and phone numbers.

F. PROFESSIONAL LICENSES AND CERTIFICATES; INSURANCE
Submit a copy of all Licenses, Certificates, Registrations, Permits etc. that your company / staff possesses – to include, but not be limited to occupational, state and local, registrations, etc. required to perform the services required. Submit occupational license from entity where business is located.

Provide evidence of current levels of insurance in areas identified in Proposal.

G. REFERENCES
Minimum of six (6) references of auctions performed with a minimum of two references being for a government entity within the past three years. Reference list to provide listing of references that are similar to the City of Fort Lauderdale requirements. List to include a brief description of similar accounts and size, satisfactorily completed by proposer identified in the proposal with location, dates of contracts, Contact names,

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

H. MARKETING

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

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

I. OTHER STANDARDS USED

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

J. EXPERIENCE

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

K. PROCEDURES

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

L. WEBSITE

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

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

M. REPORTS

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

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

N. CUSTOMER SUPPORT

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

O. ITEMS NOT INCLUDED IN YOUR PROPOSAL

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

CITY OF FORT LAUDERDALE
GENERAL CONDITIONS

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 **BIDDER ADDRESS**: The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 **PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

1.05 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

1.06 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.

1.07 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

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

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

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

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

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

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

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

BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

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

1.11 SCRUTINIZED COMPANIES
This Section applies to any contract for goods or services of $1 million or more:
The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

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

PART III BIDDING AND AWARD PROCEDURES:

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

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

3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**

3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 USE OF OTHER GOVERNMENTAL CONTRACTS: The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

3.13 QUALIFICATIONS/INSPECTION: Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

3.14 BID SURETY: If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT: The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

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

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

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

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

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

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

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

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

PART IV BONDS AND INSURANCE

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

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

4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

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

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

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

5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee

benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

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

5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

5.21 **LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

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

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

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

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

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

NAME	RELATIONSHIPS

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

BID/PROPOSAL SIGNATURE PAGE

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

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

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

Submitted by:_____
(signature) (date)

Name (printed)_____Title:_____

Company: (Legal Registration)_____

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

Address:_____

City_____State:_____Zip_____

Telephone No._____FAX No. _____Email: _____

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

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

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

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

Addendum No. Date Issued

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

YES _____ **NO**_____

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

_____

_____

revised 6-16-11

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

ADDENDUM NO. 1

RFP 535-11168
Auctioneer Services

ISSUED 5/9/13

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

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

All other terms, conditions, and specifications remain unchanged.

James T. Hemphill
Sr. Procurement Specialist

Company
Name: _____
(please print)

Bidder's
Signature: _____

Date: _____

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

OVERALL BID QUESTIONS

Question 1

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

Answer

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

Question 2

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

Answer

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

Question 3

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

Answer

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

Question 4

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

Answer

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

Question 5

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

Answer

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

Question 6

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

Answer

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

Question 7

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

Answer

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

EXHIBIT B

Auctioneer Services

PropertyRoom.com, Inc.

Copy 2 of 2

RFP # 535-11168

Due Date: May 22, 2013, 2:00 p.m.

PROPERTY ROOM

Auctioneer Services

PropertyRoom.com, Inc.

Copy 2 of 2

RFP # 535-11168

Due Date: May 22, 2013, 2:00 p.m.

PROPERTY ROOM

Table of Contents

1 Bid/Proposal Signature page 4
1.1 Acknowledgement of Addenda 5
2 Non-Collusion Statement 6
3 Letter of Transmittal 7
4 Functional Requirements 8
4.1 PropertyRoom Background 8
4.2 Benefits to Clients 8
5 Company Profile 9
6 Professional Licenses and Certificates; Insurance 10
6.1 Florida Sales and Use Tax Certificate 10
6.2 Proof of Insurance 11
7 References 12
7.1 Florida References 12
7.2 Additional References 13
8 Marketing 14
8.1 Email Notifications 14
9 Other Standards Used 16
9.1 Training 16
9.2 Trouble shooting & Follow-up Protocols 16
9.3 Strict Guidelines 16
10 Experience 17
10.1 PropertyRoom.com, Inc. Experience 17
10.2 Key Personnel 18
10.3 Organizational Chart 20
11 Procedures 21
11.1 Item Processing – At the Warehouse 21
11.2 Auction Process – On the Website 22
11.3 Benefits: 22
11.4 Flow Chart of Portables Service 23
12 Website 24
12.1 Website Traffic 24

12.2 Monthly Traffic Average on PropertyRoom.com: 25
12.3 Website Security 25
13 Reports 26
13.1 Procedures 26
13.2 Standard Process for Monthly Reconciliation 26
13.3 Full Service Reporting 26
13.4 Reporting Options 26
13.5 Features 27
13.5.1 Sample Manifest Reconciliation 28
13.5.2 Sample Monthly Check Summary 29
14 Customer Support 30
15 Items Not Included In Your Proposal 31
15.1 Exceptions 31
15.2 PropertyRoom.com, Inc. Standard Agreement 32
16 Cost Proposal 40

1 Bid/Proposal Signature page

BID/PROPOSAL SIGNATURE PAGE

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The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of the bid/proposal.

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

Submitted by: PJ Bellomb (signature) May 17, 2013 (date)

Name (printed) PJ Bellomb Title: President, COO & CEO

Company: (Legal Registration) PropertyRoom.com, Inc.

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

Address: 5257 Buckeystown Pike, Suite 475

City Frederick State: MD Zip 20876

Telephone No. 240-751-9119 FAX No. 240-230-0229 Email: KathrynColes@PropertyRoom.com

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

Payment Terms (section 1.04): Once a month Total Bid Discount (section 1.05): N/A

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

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

Addendum No. 1 Date Issued 5/9/13

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

YES _____ **NO** X

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

Variances:

Yes, we do have two exceptions detailed in Section 15 of our proposal response. We take exception to putting the items up for auction for 2-4 weeks and payment within 10 days of auction. We have our own standard methods for these processes, and they are the same for all our clients.

revised 5-16-11

1.1 Acknowledgement of Addenda

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

ADDENDUM NO. 1

RFP 535-11168
Auctioneer Services

ISSUED 5/9/13

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

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

All other terms, conditions, and specifications remain unchanged.

James T. Hemphill
Sr. Procurement Specialist

Company Name: PropertyRoom.com, Inc.
(please print)

Bidder's Signature: [signature]

Date: May 17, 2013

2 Non-Collusion Statement

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

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

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

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

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

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

NAME	RELATIONSHIPS

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

3 Letter of Transmittal

May 22, 2013

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

Re: RFP # 535-11168 – Auctioneer Services

AnnDebra Diaz:

Thank you for the opportunity to submit this proposal to City of Fort Lauderdale's request for qualified firms for auctioneer services for the City's surplus property. In response to this request, PropertyRoom.com, Inc. submits the enclosed proposal.

We propose our Portable Service focusing on property auction services including pickup, storage, manifesting, and auctioning for the "full service" internet auction services. PropertyRoom.com, Inc., as the principal, will conduct and oversee operations for the services detailed in this RFP.

We understand and recognize the City's need to dispose of surplus property to decrease storage needs and increase revenue. Since 1999, we have been in the business of assisting law enforcement agencies and municipalities in hauling away surplus property and evidence. We work with many departments and cities nationwide to pick up, store, process, and auction off property on a daily basis. We can fulfill the needs of the city and help increase their revenue funds.

This proposal was made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

I will act as your primary contact to discuss and negotiate the contents of the proposal. I can be reached at (240) 751-9610 or at PJBellomo@PropertyRoom.com. In the event you fine me unreachable, you may contact Tom Lane, PropertyRoom.com Founder, at (949) 547-5829 or TomLane@PropertyRoom.com.

Regards,

PJ Bellomo
President, COO & CEO
PJBellomo@PropertyRoom.com
240.751.9610
240.230.0229 (fax)

4 Functional Requirements

PropertyRoom offers five (5) full service solutions to agencies and municipalities nationwide. The two solutions proposed in this RFP response are our recommended solutions to the goal of streamlining web based auctions for the City's owned surplus property. However, all services will be available depending on the City's needs, and sub accounts can always be set up in the future. PropertyRoom recognizes the City of Fort Lauderdale's need to alleviate the burden of storing surplus property and auction it off in a cost-effective and disciplined manner.

Based on City's service needs described in the RFP, we propose our Portables Auction Service where we sell your abandoned, seized, and recovered property on our own online auction website, www.propertyroom.com. Due to the nature of our full-service solutions, we can fulfill your need to haul away and auction off your surplus property throughout the City while minimizing your administrative burden and increasing revenue.

4.1 PropertyRoom Background

For 13 years, PropertyRoom.com has provided online auction services of seized and recovered assets to law enforcement agencies and other municipalities nationwide. We now support more than 2,900 law enforcement and other public agencies as our clients. We are the leading Internet auction services company serving the law enforcement community in the United States.

In addition to our 2,900 clients, we have a nationally awarded contract through National Joint Powers Alliance (NJPA), which was issued after a competitively awarded RFP. This is a collaborative effort between contracted suppliers and NJPA members to provide contracting solutions nationwide. With over 48,000 NJPA members, we can sign a contract with them without further competition efforts. NJPA allows for efficient contracting of services to agency members.

Founded by former law enforcement officers in 1999, we filled a need in the marketplace for a full service company specifically designed to help police departments move surplus property and sell it at auction. PropertyRoom combines an extensive knowledge of law enforcement property handling procedures as well as expertise in e-commerce, marketing and logistics. We provide law enforcement agencies a technological cost saving alternative to reduce storage space & handling requirements, maximize revenues with larger bidding audiences, and provide detailed accounting for better record keeping and auditing.

4.2 Benefits to Clients

PropertyRoom solutions provide several benefits to clients:

- **Convenience** – We haul-away problems (abandoned, unclaimed, seized, found, and surplus property) and send back money.
- **Security** – We employ our own drivers and proprietary tracking methods to secure client goods.

- **Auction Participation** – Our online auctions draw more bidders than the largest local auctions.
- **Higher Proceeds** – Our clients realize a material increase in net proceeds as compared to their traditional local, live auctions.
- **Lower Costs** – With a full service offering, we free-up municipal workers to do their core jobs.

5 Company Profile

PROPERTY ROOM

Legal Name	PropertyRoom.com, Inc.
Address	5257 Buckeystown Pike, Suite 475 Frederick, MD 21704
Telephone Number	(240) 751-9123
Fax Number	(240) 230-0229
E-mail Address	KathrynColes@PropertyRoom.com
Webpage address	www.PropertyRoom.com
Type of Legal Entity	C Corporation
State of Incorporation	Delaware
Number of Employees	96
Provide # of years in the business	12+
Previous company name	PropertyBureau.com
Firm Zone	National
Key Personnel	1. PJ Bellomo, President, COO & CEO 2. Tom Lane, Founder & Secretary 3. Rusty Griffith, CFO

6 Professional Licenses and Certificates; Insurance

6.1 Florida Sales and Use Tax Certificate

DEPARTMENT OF REVENUE

Certificate of Registration

DR-11
R. 10/12

Issued Pursuant to Chapter 212, Florida Statutes

58-8013702250-9	11/02/06
Certificate Number	Registration Effective Date

This certifies that

PROPERTYROOM.COM INC
8200 BOGGY CREEK RD STE 300
ORLANDO FL 32824-7967

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

POST THIS CERTIFICATE IN A CONSPICUOUS PLACE

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

THIS IS YOUR ANNUAL RESALE CERTIFICATE FOR SALES TAX

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

These certificates are valid immediately.

DEPARTMENT OF REVENUE

2013 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/12

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2013

Business Name and Location Address	Registration Effective Date	Certificate Number
PROPERTYROOM.COM INC 8200 BOGGY CREEK RD STE 300 ORLANDO FL 32824-7967	11/02/06	58-8013702250-9

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

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

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

Presented to: _____ (Insert name of seller or photocopy) **Presented by:** _____ (Authorized signature (Purchaser))

6.2 Proof of Insurance

ACORD

PROPERT-01 LAGUINAGA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/1/2013

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

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

PRODUCER License # 0252636
Guardian Risk & Insurance Services
PO Box 55127
Riverside, CA 92517

CONTACT NAME:
PHONE (AC, No, Ext): (951) 368-0700 FAX (AC, No): (951) 368-0707
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Burlington Insurance Company	23620
INSURER B: Diamond State Insurance Co.	
INSURER C: Scottsdale Insurance Company	
INSURER D: Hartford Fire Insurance Company	19682
INSURER E:	
INSURER F:	

INSURED
PropertyRoom.com
5257 Buckeystown Pike, Suite 475
Frederick, MD 21704

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			263BW24940	4/2/2013	4/2/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			BAP0001068	4/2/2013	4/2/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (PER ACCIDENT)	$
								$
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $			XLS0087474	4/2/2013	4/2/2014	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
D	Crime			72BDDAX0718	6/6/2012	6/6/2013	$25,000 Deductible	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Proof of Insurance Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Laura B. Santiago

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ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD

7 References

7.1 Florida References

	Client Reference # 1	Client Reference # 2	Client Reference # 3
Client Name	**Broward County Sheriff's Department**	**Orlando Police Department**	**Manatee County Sheriff's Office**
POC & Title	Yoli Brennan, Property Manager	Cynthia Sullivan, Property Supervisor	Judy Brown, Property Clerk
POC Phone #	954-765-7351	407-246-3007	(941) 747-3011 ext. 1131
POC Email	yolanda.brennan@sheriff.org	cynthia.sullivan@cityoforlando.net	Judy.Brown@manateesheriff.com
Address	880 NW 5th Avenue Ft. Lauderdale, FL 33311	100 South Hughey Orlando, FL 32801	407 57th Avenue, East Bradenton, FL 34207
Date of Services	October 2007-present	June 2004-present	August 2004-present
Auction Type	On-going surplus property auction and in-place large item auction.	On-going surplus property auction.	On-going surplus property auction and in-place large item auction.
Method	Online auction	Online auction	Online Auction

7.2 Additional References

	Client Reference # 4	Client Reference # 5	Client Reference # 6
Client Name	**Las Vegas Metropolitan Police Department**	**Chicago, IL, Police Department**	**City of Oklahoma City, OK**
POC & title	Kelly Pomeroy, Evidence Supervisor	Lieutenant Liz Glatz, Property Clerk	Lieutenant Greg Dixon
POC Phone#	(702) 828-2999	312-746-6762	(405) 297-1135
POC Email	K5408p@lvmpd.com	elizabeth.glatz@chicagopolice.org	Richard.dixon@okc.gov
Address	3201 Technology Court Las Vegas, NV 89110	1011 South Harmon Ave. Chicago, IL 60624	701 Colcord Drive Oklahoma City, OK 73102
Date of Services	March 2008-present	October 2011-present	April 2008-present
Auction Type	On-going surplus property auction and in-place large item auction.	On-going surplus property auction for the Chicago Police Department.	On-going surplus property auction and in-place large item auction.
Method	Online Auction	Online auction	Online Auction

8 Marketing

Our Marketing Department works closely with our Website Merchandisers and our IT Department to make sure the website is running smoothly and our client assets are being advertised accordingly. We use various marketing and selling techniques to increase our website traffic and bidder participation. We have a dedicated PR firm that works with our Marketing Department for promotional media pieces throughout the year. Our CEO participates in interviews both on local and national levels with TV, newspaper, and radio outlets to drive additional traffic to our site.

8.1 Email Notifications

We focus on online advertising and website banners because they reach a much wider audience, and much of the online marketing tools and email alerts drive traffic to the website. As part of the proposed service, we send email blasts directing registered bidders to our site when we have new items up for auction on the site. In addition, we also feature interesting and specialized property items in our "cross-category" emails to our entire bidder list. This "cross-category" email includes a wide selection of interesting items for auction on our website for auction. We also utilize social media outlets as well as other media channels to highlight special items and gather more attention as needed. See an example in Figure 8.1 below of a tool themed email blast featuring essential items to get ready for spring.

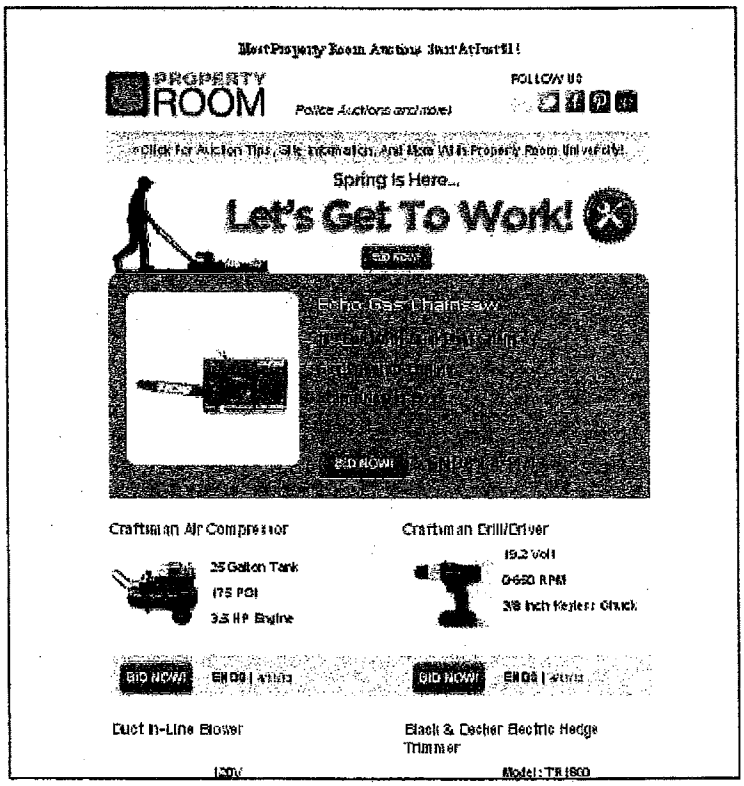


Figure 8.1

Figure 8.2 below features unique "treasure" items to grab the attention of additional bidders.

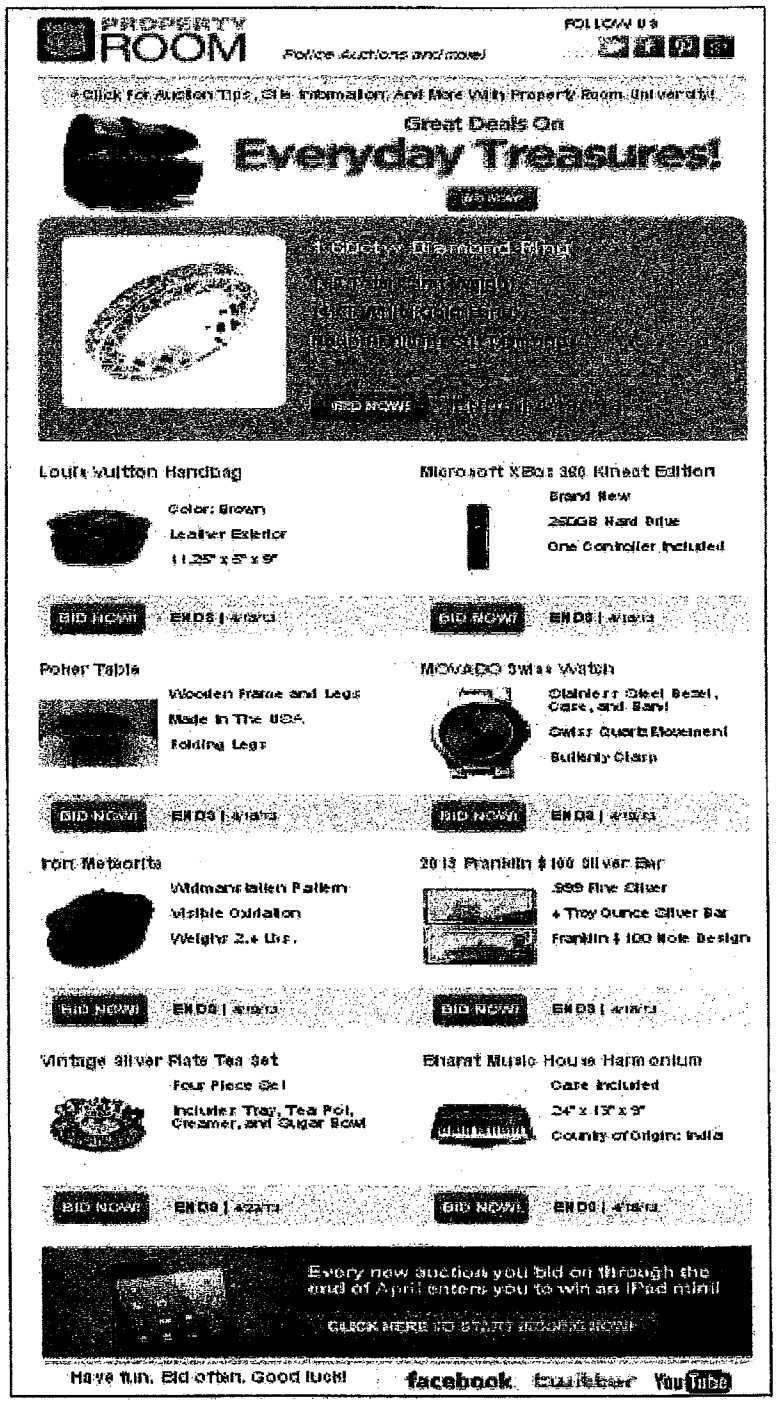


Figure 8.1

9 Other Standards Used

9.1 Training

Since PropertyRoom offers a full service solution to online auctions for law enforcement agencies, there is very little training necessary. We do schedule a Welcome Call so Client Services can introduce themselves to the officers or City employees involved in property room management. Training can be set-up to show our clients how to utilize their Agency Web account and where to find reports on their surplus property. If more training is required, our Client Services personnel are always available to help understand the system.

9.2 Trouble shooting & Follow-up Protocols

Our Client Services division focuses on working with our clients on a day-to-day basis for pickup and removal of surplus property. We have dedicated individuals to help clients with how often a pickup is required depending on their quantities and any other requests or concerns that may come up.

We have members of our Client Services whose job is to continually follow-up to ensure client satisfaction. We take a personal approach when working with our clients to make sure they are happy. Our staff in Client Services is easily available by email and telephone for our clients to reach out to if they have any questions or concerns too.

9.3 Strict Guidelines

Due to the nature of the security employed by police departments and other municipalities nationwide, PropertyRoom only employs people who have gone through our extensive background investigations, criminal record checks, and participate in company policy random drug testing. These same employees are all covered under our company insurance and bonding requirements and adhere to our company's strict standard of conduct so they can be admitted to these secure areas. In addition to our Processing Center employees who handle our clients' property, our drivers also undergo a thorough motor vehicle background check and must be acceptable to our insurance carrier.

An integrated training program is begun when a new employee is hired. The principal skills (cataloging, imaging, merchandising, testing) are each covered by a training module. Employees receive an increase in their hourly compensation upon the successful completion of the training and qualification for each new skill.

10 Experience

10.1 PropertyRoom.com, Inc. Experience

With more than 1,900 law enforcement clients, we are the leading Internet auction services company serving the law enforcement community in the United States. The other 1,000 client accounts we serve are municipal governments and agencies including, Drug Task Forces and Fire, Fleet, IT, and Public Works departments. We currently serve clients in 48 states including over 100 law enforcement and other public surplus agencies in Florida and sell their surplus property and/or vehicles at online auction. We serve ten (10) of the largest cities in the U.S. and help them sell their surplus property at auction with several cities utilizing our vehicle auction services as well. Our biggest clients include NYPD, LAPD, Chicago, and Houston.

Since our first auction conducted in 2001, PropertyRoom has returned more than $46 million to local communities as a result of our online auctions of assets seized and recovered by law enforcement agencies and other municipal asset surplus property. Additionally, many municipal clients use our services to auction off seized/abandoned vehicles as well as municipal fleet vehicles and other surplus assets increasing the net financial returns for these municipalities.

Unlike traditional parking lot auctions or websites where one person sells to another, PropertyRoom stands behind the items we sell. This brings peace of mind to bidders who otherwise would be wary of "here today and gone tomorrow" sellers. We handle all aspects of the fulfillment process including order processing, payment collection, packaging, shipping and customer service. These quality services we offer to our customers are good for our clients because we have a continuous flow of reliable bidders on our website.

Since we were started by former law enforcement officers, we understand the need for total transparency within our company. We have a straightforward policy of documenting everything and maintaining an audit trail not only for us, but for our clients as well. We immediately assign a unique SKU number to all items pulled from the truck that picked up property at the police department and log those reference numbers into our computer system. Barcode stickers with SKU numbers get produced in duplicate by Client Services and are sent to the client for use during the manifest creation process. Our client can then follow the chain-of-custody by tracing barcoded items using "Agency Web," our online client tracking system.

10.2 Key Personnel

PJ Bellomo, Chief Executive Officer & Board Director

Joining PropertyRoom in December 2006 as COO, Mr. Bellomo accepted a seat on the Board of Directors and a promotion to President & CEO in February 2008. PJ offers 20 years' experience from a handful of start-up and Fortune 500 companies. Prominent among his start-up experiences, Mr. Bellomo held the position of COO at Commerce5, acquired by Digital River in December 2005. PJ has also held ecommerce, supply chain, and consulting positions at Avnet, Arthur D. Little, iSuppli and Vcommerce. As his first assignment following graduate school, PJ worked as an engineer at a GE production facility in NY. Mr. Bellomo earned his BS and MS from Rensselaer Polytechnic Institute.

Tom Lane, Founder

Thomas Lane, company founder and a Board Member, is a graduate of St. John's University. Mr. Lane has extensive management experience both domestically and internationally. He has held senior executive positions in such diverse industries as manufacturing, distribution, retailing and franchise development. Prior to forming PropertyRoom, Mr. Lane was a managing principal and shareholder of Lane Brothers & Company, Inc., an investment advisory firm. Early in his career, Mr. Lane served as a police officer and detective of the Long Beach, New York Police Department.

Joe Lane, VP of National Sales

Joining PropertyRoom in 2009 as Western Regional Sales Director, Mr. Lane accepted a promotion to VP National Sales in 2012. Joe offers 30 years of combined experience in the public and private sectors. Highlights of his career include a 10-year tenure with the IRS where he served as a Division Chief in New York City, Hartford, and Honolulu. Subsequent to government service, Mr. Lane served for six years as a Vice President of Sales & Business Development for TSI, Inc., a private International Tax software firm. Mr. Lane also served for 4 years as Chief Operating Officer for Alluvion, a data warehouse solution software firm serving the large multinational corporate marketplace. Mr. Lane holds a BA degree from Hofstra University and completed course work in the MPA program at Central Michigan University.

Harry Brockman, VP of Client Services

Harry joined PropertyRoom in the role of Vice President of Client Services, bringing with him over 25 years of experience in distribution, transportation and logistics. He served in senior management positions with the Target, Petco and Smart & Final. He has planned and implemented seven new distribution centers and consolidated three distribution centers into one while reducing operating and inventory costs by over 30%. Early in his career, Harry served as a police officer with the Long Beach, NY Police Department.

Greg Slade, VP of Production Operations

Greg joined PropertyRoom in the role of Vice President of Production Operations, bringing with him over 15 years' experience from technology manufacturing, retail management, and secondary education. Notable among his assignments, Greg spent the previous nine years at Lexmark International, a $5B global technology manufacturer headquartered in Lexington, KY. At Lexmark he managed the North American order-to-cash business, which among broader responsibilities happened to include vendor management of Commerce5—the outsourced service provider for Lexmark's online store. Prior to Lexmark, Greg held positions in retail sales management and secondary education. He earned his Bachelor of Science from the University of the Cumberland located in Williamsburg, KY.

Anne Driscoll, Vice President of Marketing

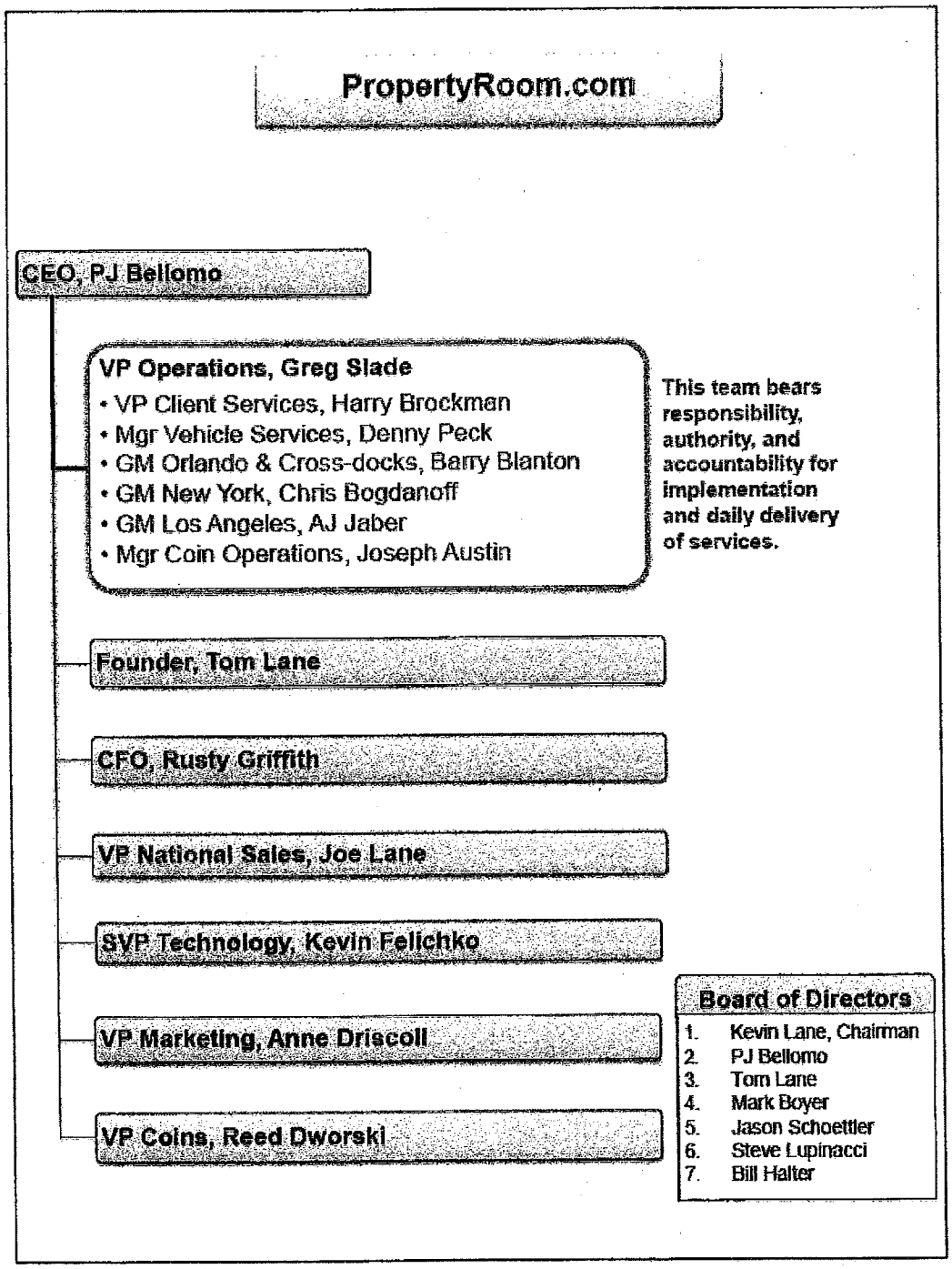
Anne joined PropertyRoom as Vice President of Marketing in March of 2011, bringing with her over 18 years of Advertising and Marketing experience in the apparel and jewelry industries. Holding various positions with such companies as Ross-Simons and Victoria's Secret Catalogue, Anne has focused the last 11 years on designing and implementing Marketing programs to drive top line E-Commerce revenue, while maintaining or exceeding profit goals. She is a graduate of Trinity College in Hartford, CT and holds an MBA from Northeastern University.

Denny Peck, Client Service Manager

Denny joined PropertyRoom in the role of Client Service Manager in 2007, bringing with him over 13 years' experience of customer service, marketing analysis, and logistics. Previously, Denny spent the previous nine years at Lexmark International, a $5B global technology manufacturer headquartered in Lexington, KY. At Lexmark he worked in the Consumer Product Marketing Division, where he worked closely with the retail sales team to develop marketing for large retail accounts. Prior to Lexmark, Denny held positions in a plasma collection business as a Corporate Trainer and Assistant Manager, which allowed him to travel across the country opening new locations. Denny attended Georgetown College located in Georgetown, KY as well as the University of Kentucky majoring in Business. Denny's current role with ProprtyRoom.com consists of managing staff that schedule auctions on the PropertyRoom.com website and also oversees all vehicle sales accounts, which includes managing the NYPD auto pound account and staff working on this account.

10.3 Organizational Chart

The following chart shows the executive structuring for PropertyRoom.com, Inc.



11 Procedures

Online auctioning is the most efficient and straightforward way to increase your ROI on your surplus property, and with our service, it requires very little extra effort from your staff. Auctions held online have several benefits including the elimination of bidder to bidder collusion since all bids are submitted online and time and date stamped, the elimination of auctioneer to bidder collusion because unless a bid is submitted via the internet and time and date stamped there is no way someone can win, and the elimination of geographical barriers because all bids are handled over the internet. The service we propose is easy to use and allows us to take care of the auctions for you and help increase your revenue.

Our Portables Service is a streamlined process of auctioning surplus property online while maximizing sales. It requires very little effort from the City as we will handle all the auctions of abandoned, seized, and recovered property on our website www.PropertyRoom.com. We work with the City to decide the necessary pickup frequency and then schedule at the client's desired location. At the time of pickup, items are bulked together and loaded onto our truck before being dropped off at the closest PropertyRoom warehouse. After being sorted, the item information is forwarded to our website merchandisers. It goes through our merchandisers to ensure quality assurance and correctness before being loaded onto our website. Clients can track all items and payments listed under their agency through our online client tracking system.

We photograph and list the items on the website for our clients. At PropertyRoom.com we take care of the auctioning process for you, so all you have to do is cash the check. We monitor bidder patterns versus listings available for auction to enhance the supply and demand balance. Our website merchandisers track website traffic and are trained to know when to put the right items to auction. They work the market for you so you can get the most out of each sellable item in your inventory.

11.1 Item Processing – At the Warehouse

- A PropertyRoom driver delivers items shrink-wrapped on a pallet along with the item manifest
- As soon as the item is pulled from the pallet, it's assigned a specific SKU number
- Item SKUs are loaded into our computer program for complete documentation
- Items are sent with a SKU identification sticker to the Cataloger who then creates a text description of the item
- Item is sent to the Imager to have digital images taken, which are then attached to the text description
- Item is physically stored in the warehouse and the location is recorded in PropertyRoom's computer database
- Item information is sent electronically to our website merchandisers to be reviewed and copy-edited before being loaded on to the website

Once property items are ready for auction, they go through the following process to ensure maximum return on the item to our client.

11.2 Auction Process – On the Website

- Receive all item information electronically (sorted by warehouse and category)
- Copy-edit text descriptions, approve pictures, and check disclaimers
- List the items on the website depending on traffic, multiples of items, formulas, and specific requests
- Set items to go to auction for three (3) days (average auction time length)
- Bidders login and browse before selecting a "Bid Now" button and continue through a structured bidding process which includes payment and shipping information
- Communications is then encrypted to ensure security and all bidder information gets stored in an encrypted format in a secure database at a data center.
- PropertyRoom tracks concurrent bid processes and "time-stamps" bids when bidders complete the process. The technology then sorts out the first and highest bid, publishing a confirmed sequential bid history online in the auction listing.
- "Tie bids" never occur because as a final "valid bid check" the database confirms the last accepted valid bid, and if an equal bid "snuck-in" because of the time it took a bidder to complete the process, the system would message to the bidder to increase their bid or abandon the bidding process.
- PropertyRoom employs a "no sniping" technology to protect Clients and Bidders. If PropertyRoom registers a valid bid within 3 minutes of the auction close time, the listing auto-extends for 3 minutes. This ensures that an engaged Bidder does not get an item "stolen-away" from a first-time, last-minute Bidder, and it also maximizes the final bid value for our Clients.
- Once the auction has closed, we collect the top bidder's information (bidder's name, billing address, shipping address, and credit card information)
- Approve bidder's credit card transactions and finalize sale by preparing item to be shipped to the customer

11.3 Benefits:

The benefits of using our Portables Service include:

- ease of use;
- a reliable process for periodic purges of your property and evidence rooms;
- reduction in staff time spent on routine processing and redeployment to higher value assignments;
- higher returns on property sales from attracting more and better bidders making more and higher bids;
- and our detailed reports that help you maintain tight accountability on the assets you are responsible for protecting.

11.4 Flow Chart of Portables Service

Figure 11.1 below is a flow chart outlining the services we provide under our Portable Service.

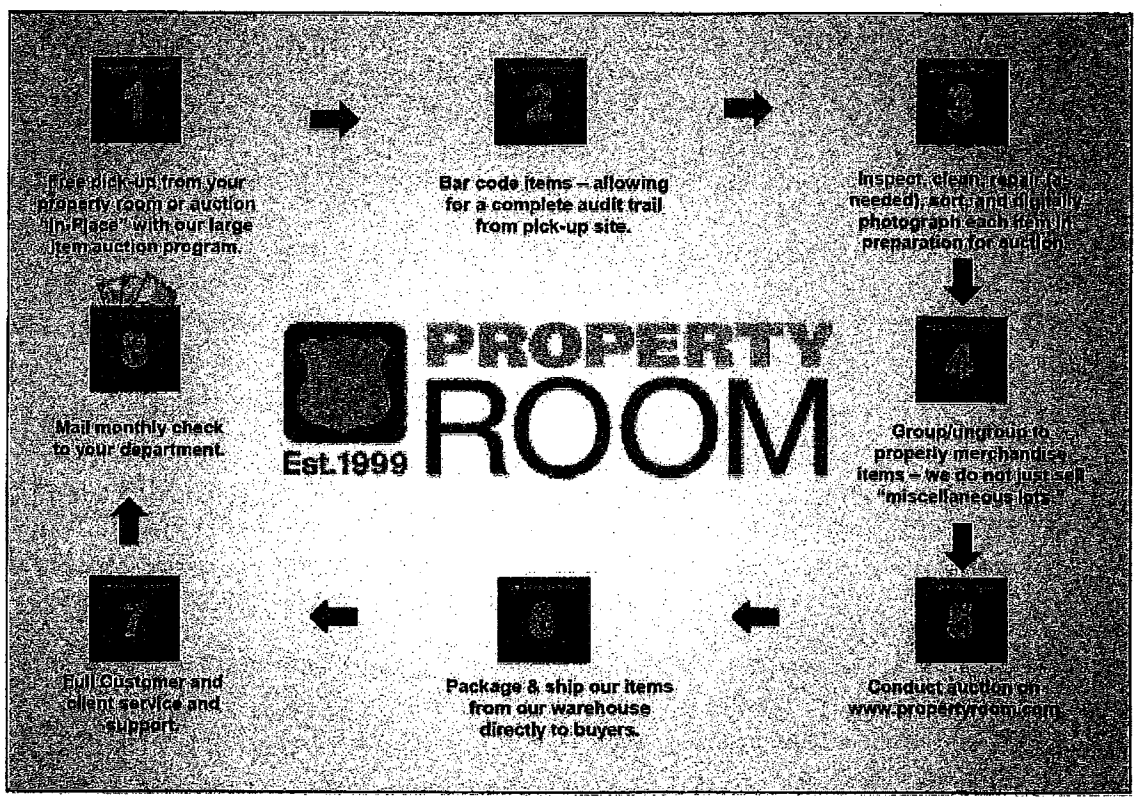


Figure 11.1: Portables Flow Chart

12 Website

The City of Fort Lauderdale's property will be picked up and stored at our closest processing center. From the warehouse it will go through the process detailed in Section 11 – Procedures. Items will be auctioned off on our website, www.PropertyRoom.com. We have an easy registration process for our bidders, and it is free to sign up and free to bid. We have 1.5 million bidders currently registered on our site. Please see Figure 12.1 below showing our main page and the helpful item categories on the left hand side and across the top.

Figure 12.1

12.1 Website Traffic

An important difference between PropertyRoom's selling method and the methods utilized on public auction websites is the ability to control the entire process to maximize value. Public auctions do not have any control over what kind of items sellers choose to post. By contrast, PropertyRoom has complete visibility of the pipeline of goods being prepared for auction and can balance the load to avoid duplicate items that can saturate bidder's appetites and decrease sales. With attention to "product placement", our specialists constantly monitor the flow of items to the auction site to keep enough diversity to encourage the highest bidding activity possible. See Figure 12.2 on the next page showing a ring at auction on our website.

12.2 Monthly Traffic Average on PropertyRoom.com:

- 990,000+ Visits Per month
- 450,000+ Unique visitors per month
- 15,000,000+ Page views per month

Figure 12.2

12.3 Website Security

Based on our IT data, our uptime percentage for the year 2012 was 99.96%. Any downtime experienced during the year was due to scheduled maintenance on our servers. In order to maintain our high level of uptime and reliability to our customers, we utilize database failover clustering with RAID-based servers, multiple web-based front-ends, high-end redundant routers, dedicated load balancers, and caching servers. All of these fools are hosted in a dedicated data center with redundant power, cooling systems, and internet service. We also use a notification service that alerts us to down or over utilized machines and/or connections. Additionally, we conduct routine weekly monitoring to determine if any maintenance on the site is required to avoid any unnecessary downtime.

13 Reports

13.1 Procedures

Our streamlined database allows for easy reporting of all our clients on a daily basis. We have over 2,900 clients from around the country, and they can all access their item manifest and payment information at any time by using our exclusive database, Agency Web. This allows for complete precision in the auction process, and the City will be able to electronically monitor the storage, processing, and auction of all surplus items. We have several Client Services personnel members whose job is to maintain the day-to-day communication with clients. They keep up with each account and work to make it as smooth a process as possible.

13.2 Standard Process for Monthly Reconciliation

PropertyRoom employs the same standard reconciliation and payment process for 100% of its clients. All surplus property received by PropertyRoom is barcoded prior to pick up and recorded on a manifest for tracking, reporting, and auditing purposes. Our proprietary inventory management system was created to allow agencies complete access to our systems for monitoring and auditing of every item consigned to PropertyRoom. The system was developed in such a way that it allows maximum flexibility in receiving goods from contracting agencies while maintaining the integrity of the inventory tracking and audit capabilities. Our computer system will facilitate the manifesting, tracking, and transfer of all property consigned by the City.

Once a month, PropertyRoom reconciles all auction items closed and paid for the previous calendar month and prepares payment to clients. We mail checks to each of our clients based on the reconciliation for the previous calendar month results.

13.3 Full Service Reporting

As part of our service, the City will receive login information to their own account on Agency Web, our online application service provided exclusively to clients. On Agency Web, clients can track current status and ultimate disposition of each item by unique barcode numbers. We assign a unique barcode to each asset once the City issues a release and notice to proceed so we can create a transparent audit trail available 24/7.

Agency Web also serves as a means of accessing financial information for clients, offering current and historical access to account information and monthly payments. The company maintains reports for over seven years, available online 24/7. After month-end reconciliation, the system offers the most recent account information, including check amount and supporting detail. The City can continually reconcile their records to maintain up-to-date information on all auctioned off property.

13.4 Reporting Options

- The property sold during the prior month, all relevant amounts for winning bid, sales tax, credit card costs, and agency share of proceeds
- The property consigned for sale during the month
- The total amount of proceeds collected during the month

- The property, if any, inventoried at the end of the month
- Any and all relevant make, model, or other identification provided on the auction manifest
- The City's net proceeds and PropertyRoom's net proceeds during the preceding month
- Cumulative year-to-date totals for sales proceeds, City's proceeds and PropertyRoom's proceeds
- All required City reference numbers and identifying information to permit reconciliation, including manifest date, page and line number, case ID, and City auction reference number.
- Custom reporting options are available for clients needing more detailed and broken down information for the previous month.

13.5 Features

The following details some of the features of Agency Web.

Pre-Auction Tracking

The City can track current status and ultimate disposition of each item by bar-code number on Agency Web.

Auction Tracking

The City will be able to track every asset live on the auction site once an assignment has been made.

Post-Auction Tracking & Reporting

Agency Web also serves as a means of accessing financial information for clients. After month-end reconciliation, the system offers the most recent account information, including check amount and supporting detail. Further, Agency Web delivers historical data, allowing reporting of account information, such as monthly payments prior to the most recently concluded month. We provide continuous training on the use of Agency Web to contracted agencies.

Auditing

Agency Web is password protected for our clients to access manifests and items consigned for Services. The system is available 24/7 and has many standard reports that allow our clients visibility into the inventory management and tracking system of PropertyRoom. At any time, the City can use Agency Web to view reports on completed transactions and pending transactions for their vehicles and other property.

The following two pages contain samples of reports the City can view on their Agency Web account.

13.5.1 Sample Manifest Reconciliation

This report details the property manifest as well as its current status in the PropertyRoom system.

Agency Web - Summary Manifest Reconciliation https://reports.propertyroom.com/AgencyWeb/Reports/ManifestReconciliationSummary.asp..

Home Reports My Items Admin Settings Links Vehicle Program Help

PROPERTY ROOM.COM

[Switch to Detail View]

Summary Manifest Reconciliation (as of 12/4/2012 9:03:03 AM)

Department:
Manifest#: 04022012
Manifest Date: 4/2/2012

Page	Line	SKU Number	Description	Ref ID	Status	Winning Bid	CC Fee	Net Revenue	Agency Share
1	1	0393-002141	misc cell phones		Complete	$1,166.34	$48.10	$1,118.24	$559.15
1	2	0393-002142	misc - electronics, clothing, bags, toys, housewares, etc		Complete	$151.15	$8.11	$143.04	$71.50
1	3	0393-002143	misc - laptops, electronics, clothing, tools, etc		Complete	$3,914.83	$180.19	$3,734.64	$1,867.24
1	4	0393-002144	misc tools, golf clubs, etc		Complete	$423.32	$22.80	$400.52	$200.22
1	5	0393-002145	hydraulic jack	11002794 1	Complete	$46.00	$1.98	$44.02	$22.01
1	6	0393-002146	extension cord	11002985 1	Complete	$66.15	$2.66	$63.49	$31.74
1	7	0393-002147	30+ bikes		Complete	$406.00	$14.43	$391.57	$195.78
1	8	0393-002148	misc jewelry		Complete	$1,126.21	$36.46	$1,089.75	$544.88
			Grand Totals for Manifest:			**$7,300.00**	**$314.74**	**$6,985.26**	**$3,492.52**

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13.5.2 Sample Monthly Check Summary

This report details the monthly check sent to the agency and the breakdown of each item sold.

Summary Activity Report

https://reports.propertyroom.com/AgencyWeb/Reports/SummaryReport.aspx?reportDate

Home Reports My Items Admin Settings Links Vehicle Program Help

PROPERTY ROOM.COM

Report Date: 03/15/2012

For inventory and sales activity between 2/1/2012 and 2/29/2012

Summary Activity Report

Department:

Sales: $4,720.15
Fuel Surcharge: ($0.00)
Check Amount: $4,720.15

Manifest Date: 12/05/2011 **Manifest Number:** 12052011

Page	Line	SKU	Description	Winning Bid	Status	Cumulative Amount	Prior Payments	Amount Due	Case ID	Agency Reference	Complete	*
1	1	0393-002130	misc cell phones and pads	$1,519.11	Regrouped	$726.42	$0.00	$726.42				
21	2	0393-002131	misc electronics and clothing	$196.00	Regrouped	$93.88	$0.00	$93.88				
26	3	0393-002132	tools, baskets, bows and arrows, fans, laptop etc	$868.40	Regrouped	$417.00	$0.00	$417.00				
27	4	0393-002133	pictures, misc electronics, safe, bags, tools, etc	$868.40	Regrouped	$417.00	$0.00	$417.00				
31	5	0393-002134	spraying equipment, tools	$1,537.23	Regrouped	$733.47	$0.00	$733.47				
32	6	0393-002135	drug press		Pending Auction Processing				06020046 1			
32	7	0393-002136	misc bikes		Regrouped							
37	8	0393-002137	scopes, holsters	$957.11	Regrouped	$266.47	$0.00	$266.47	11018752 1			
39	9	0393-002138	misc jewelry, sunglasses, coins, rug, gaming, games	$3,398.47	Regrouped	$1,627.82	$0.00	$1,627.82				
41	10	0393-002139	misc tools	$917.87	Regrouped	$438.10	$0.00	$438.10				
46	11	0393-002140	grow equipment		Ready for Will Call							
			Totals:	**$9,826.58**		**$4,720.15**	**$0.00**	**$4,720.15**				

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14 Customer Support

We provide an easy online registration for our customers so they can get started bidding on desired items. We have popular categories featured prominently throughout our website to attract more bidders to each auction.

Any issues that may arise from bidders we handle on our end. If a payment error occurs after the auction has been completed, we do not burden our clients with it. We work directly with our customers to resolve any payment issues, and our clients are still paid the correct amount for their auctioned off property.

In addition to a streamlined online process for auctioning off property, we have helpful customer support personnel to aid customers through the online and payment process if they have questions. Our customer support is easily available by email or by calling our main telephone line 800-799-2440, and they all live right here in the U.S., so they can help any and all customer questions and concerns.

15 Items Not Included In Your Proposal

15.1 Exceptions

Exception 1

In reference to Section 3 – Auctioneer Provided Services under 'Full Service" Internet Auction Services:

Post items online for at least two to four weeks

We take exception to this because most items are up for auction on our site for about three (3) days. In our experience, bidders lose interest if items are kept on the site for too long. Keeping auction lengths relatively short allows us to move property efficiently and actively provide new items to our bidders on a regular basis. In special cases, for specialty items, we do extend the length of the auction to allow additional bidders to view the item before the auction is over.

Exception 2

In reference to Section 3 – Auctioneer Provided Services under 'Full Service" Internet Auction Services:

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

We take exception to this because we have our own monthly process for distributing payments. This is the same process for all of our clients. On the 15th of each month, PropertyRoom reconciles all auction items closed and paid for the previous calendar month and prepares payment to clients. On the 16th, or soon thereafter depending upon weekends and holidays, we mail checks to each of our clients based on the reconciliation for the previous calendar month results.

For practical reasons, PropertyRoom does not issue a separate check for each closed auction. Instead, the company completes a month's worth of auctions, reconciling and paying midway through the following month. The practical reasons for hold-back include, but are not limited to, covering credit card charge-backs while paying freight, sales tax and other auctioning costs.

15.2 PropertyRoom.com, Inc. Standard Agreement

PROPERTY ROOM.COM

5257 Buckeystown Pike, Suite 475
Frederick, MD 21704
Tel: 240.751.9123
Fax: 240.230.0229
Federal Tax ID: 86-0962102

Property Disposition Service Agreement

Version date: 2012-May

Owner Name:	NJPA Agreement: Yes ☐ No ☐
Mailing Address:	NJPA Member #:
City, State, Zip	Signature Date:
Telephone:	Automatic Renewal: Yes ☐ No ☐
Fax:	Expiration Date: (if not automatic renewal)
Primary Contact Name: Primary Contact Phone:	Primary Contact Email:

This agreement ("Agreement") documents the terms and conditions under which PropertyRoom.com, Inc., a Delaware corporation ("Contractor"), will provide storage, auction and disposition services ("Services") on behalf of owner named above ("Owner").

At request of Owner, Contractor agrees to establish separate accounts under the terms of this Agreement for any other departments or agencies related to Owner for purposes of complying with Owner's financial accounting requirements. Contractor also recognizes the common practice in many jurisdictions to permit related agencies the opportunity to use the services in this Agreement (to "Piggyback") according to the terms and pricing contained herein.

Contractor further stipulates that any municipal, county, or state governmental agency located in the same state as Owner may also Piggyback this Agreement. Owner acknowledges Contractor has advised Owner about Contractor's nationally awarded contract vendor status from the National Joint Powers Alliance ("NJPA") for Services described in this Agreement, and Owner can obtain complete details of the related RFP process at www.NJPAcoop.org.

This Agreement comprises the entire agreement between Contractor and Owner relating to the storage, auction and disposition of property and supersedes any prior understandings, agreements, or representations by or between the parties, be they written or oral.

1. **Items Requiring Services.** Owner will designate items of property ("Property") it desires to provide to Contractor for Services. For the sake of clarity, in this Agreement, Property means smaller items, such as jewelry, electronics, bicycles and surplus spare parts, as well as larger items, such as cars, trucks, planes or industrial compressors. Contractor retains the right to accept or reject certain Property in its sole discretion.

2. **Title to Property.** Owner shall retain legal title to Property until it is purchased by auction or otherwise disposed of in accordance with the Agreement, at which time Owner will be deemed to have transferred title to the purchaser or other acquirer of the Property (the "Buyer"). Owner appoints Contractor as its representative and instrumentality to hold and offer for sale on Owner's behalf the Property, in accordance with this Agreement. Owner appoints Contractor as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owner's right, title and interest in and to Property sold or disposed. Owner's Property shall, at all times before sale or disposition, be subject to the direction and control of Owner. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of every kind, arising out of the sales and dispositions of Property (collectively the "Proceeds") belong to Owner, subject to payment of amounts owed by Owner to Contractor and to third parties pursuant to this Agreement, which amounts shall be disbursed by Contractor on behalf of Owner as provided herein.

3. **Services Offered.** Contractor offers four Services for storage, auction and disposition of Property. Owner may use all or any combination of Services depending on Owner's needs as well as the type and nature of Property. Descriptions below summarize the four Services. Attached data sheets, incorporated by reference, provide more details for each Service.

   As and when applicable, for all four Services, Contractor agrees to use commercially reasonable efforts to store and auction Property as well as to dispose of Property not purchased at auction, subject to the ultimate control of Owner. Contractor shall sell and dispose of Property "as is" without any liability to Owner. Contractor is solely responsible for identifying and resolving sales and use tax issues arising from Property sales, including charging, collecting and remitting such taxes.

   a. **Portable Service**. The Portable Service applies to Property items small enough to be picked-up and loaded onto box trucks. Contractor will, on Owner's behalf as its representative, pick-up, test (if applicable and practicable), erase or destroy (in the case of electronic goods) hard disks and SIM cards, photograph, research, store, and list Property for sale by internet auction to the public on one or more domains selected by Contractor. Typical Property processed under the Portable Service include law enforcement property and evidence items approved for disposition, seized items, municipal surplus, and abandoned property as well as lost and found items.
   b. **Gold Service.** The Gold Service applies to Property items too large for pick-up in a box truck and for which Owner agrees to auction-in-place. At Owner's request, Contractor will list such Property for sale by internet auction to the public on one or more domains selected by Contractor. Contractor will use descriptions and digital photographs supplied by Owner. For the sake of clarity, with Gold Service, Contractor will not pick-up and store Property but rather Owner will maintain physical control until transfer of title to Buyers. Contractor will complete auctions and collect funds from Buyers and then provide Owner and Buyers mutual contact information to facilitate Property pick-up by Buyers. Typical Property processed under the Gold Service includes cars and trucks located too far from storage yards to make it economically feasible to tow; additional items include large compressors, generators, etc.
   c. **Titanium Service.** The Titanium Service applies to Property vehicles seized and or impounded by law enforcement agencies. At Owner's request, Contractor will receive tows of seized and impounded vehicles at local yard facilities ("Yards"), storing vehicles while awaiting Owner decision on whether to release a vehicle to a citizen or send to auction. For release-to-citizen vehicles ("Released Vehicles"), Contractor will process paperwork and collect storage fees from citizens. Alternatively, Contractor will, on Owner's behalf as its representative, clean, photograph, store and list the Property for sale by internet auction to the public. Contractor offers Titanium Services in conjunction with subcontractor, Copart, Inc., a publicly traded company ("Subcontractor") with approximately 150 Yards around the U.S.

d. **Platinum Service.** The Platinum Service applies to the auctioning of municipal fleet vehicles and surplus equipment, i.e., Property. At Owner's request, Contractor will tow the Property to, or take delivery at Yards. Contractor will, on Owner's behalf as its representative, tow, verify drivability, clean, photograph, store and list Property for sale by internet auction to the public. Contractor offers Platinum Services in conjunction with Subcontractor. Typical Property sold under this service include municipal fleet vehicles such as automobiles and light trucks as well as specialty equipment such as fire trucks, ambulances, trash collection trucks, and other large public works equipment.

4. **Term and Termination.**
   a. The Agreement will become effective upon signature by the parties (the "Signature Date") and, as indicated in the top section of this Agreement, will continue for either:
      (1) An initial term of 1-year from the Signature Date and thereafter will automatically renew for consecutive 1-year terms unless written notice of non-renewal is provided by either party to the other at least 60 days prior to the expiration of the then current term; or
      (2) An initial term specified by the Owner of at least 1-year, after which a renewal agreement will be required by the Owner. If Owner selects this option, Contractor will send Owner a Notice of Renewal 60 days prior to Agreement expiration.
   b. The Agreement may be terminated by either party upon 30 days prior written notice to the other party.
   c. The rights of the parties to terminate the Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. The exercise of any such right or remedy will not preclude the exercise of any other rights and remedies.
   d. Notwithstanding any termination by either party of the Agreement, Contractor will continue to remit Proceeds arising under the Agreement (net of amounts owed by Owner to Contractor and to third parties pursuant to the Agreement) in connection with any sales made before the effective date of the termination. At the time of termination, any unsold inventory shall continue to be auctioned by Contractor or disposed on behalf of Owner or returned to Owner, at Owner's election and cost.

5. **Allocation of Sales Proceeds.**
   For all Services, "Winning Bid" means the highest amount committed and paid by any auction participant ("Buyer") for a Property item sold. For the sake of clarity, Winning Bid does not include shipping, buyer or other fees, nor does Winning Bid mean or include an amount that a Buyer commits to pay but later fails to pay.

   a. **Portable Service**
      (1) **Sales Price.** Total Proceeds paid by Buyer shall be called "Sales Price." Sales Price shall include the Winning Bid plus fees (the "Fees"), such as shipping and handling, taxes, and insurance costs associated with the transaction and paid by Buyer.
      (2) **Transaction Costs.** Contractor shall utilize Fees, and not the Winning Bid, to pay or remit costs for shipping and handling, taxes, and insurance.
      (3) **Contractor Commission.** For each item of Property, Owner will pay to Contractor a fee (the "Contractor Commission") equal to 50% of the first $1,000 of the Winning Bid and 25% of the Winning Bid portion, if any, that exceeds $1,000. The amount of the Winning Bid remaining after deduction and payment of the Contractor Commission will be called "Owner's Gross Proceeds".
      (4) **Processing Costs.** Credit card processing costs ("Credit Card Cost") and affiliate processing fees (the "Affiliate Fees," which include commissions and processing costs paid to third parties if such a third party sent the winning bidder to the website), will be borne by Owner and Contractor in proportion to the ratio of Owner's Gross Proceeds to Contractor Commission. Owner's portion of Credit Card Cost and Affiliate Fees (collectively, the "Processing Costs") will be paid by Contractor to applicable third parties on Owner's behalf.
      (5) **Net Proceeds.** "Owner's Net Proceeds" shall mean the amount of the Winning Bid paid to Owner after deduction and payment of Contractor Commission and Processing Costs.

(6) **Fuel Surcharge.** For Portable Services, Contractor does not charge pick-up fees, hourly labor rates or mileage charges. However, if and when fuel prices rise above a level as shown in the schedule below, a fuel surcharge ("Fuel Surcharge") will be paid to Contractor out of Owner's Net Proceeds for each manifest of Portable Items. Contractor tracks benchmark average retail diesel prices as published online by the Energy Information Administration of the U.S. Department of Energy and resets the Fuel Surcharge quarterly based on average weekly pricing from the prior quarter. Fuel Surcharges, if any, are deducted from monthly Owner's Net Proceeds.

Fuel Surcharge Schedule

Retail Diesel (per gal)	Fuel Surcharge*
< $ 2.50	$ 0.00
$ 2.50 to $ 2.99	$ 12.40
$ 3.00 to $ 3.49	$ 24.80
$ 3.50 to $ 3.99	$ 37.20
$ 4.00 to $ 4.49	$ 49.60**

* Divides across locations and/or sub-accounts picked-up same day
** Table continues at same rate of $12.40 increments per $0.50 per gal change in Retail Diesel.

(7) **Disposal.** To the extent that Property is not sold by auction, Contractor will dispose of Property in a commercially reasonable manner, including, but not limited to, sending to recycling, landfill, or scrap processor. Owner understands and agrees:
(a) For Property not sold by Auction, disposition activities create additional Contractor processing costs (the "Disposal Costs") and potentially a disposition Sales Price (the "Disposition Proceeds").
(b) Disposal Costs include, but are not limited to, labor cost of reloading Property onto a truck, labor and vehicle costs associated with transporting Property for disposition, and third-party fees, such as landfill, recycling, and hazardous material disposal fees.
(c) Disposition Proceeds include, but are not limited to, a Sales Price obtained for scrap metal.
(d) Contractor will bear the burden of Disposal Costs.
(e) Contractor will retain Disposition Proceeds, if any, as an offset to Disposal Costs, except if Disposition Proceeds for an item of Owner Property exceed $250, in which case Owner shall be entitled to retain a portion of Disposition Proceeds calculated in accordance with Section 5a above, provided that Disposition Proceeds will be deemed be equivalent to "Winning Bid" and the Disposal Costs will be deducted as a processing cost under Section 5a(4) above.

b. **Gold Service**
(1) **Sales Price, Transaction Costs, Processing Costs & Net Proceeds.** Same as in 5a(1), 5a(2), 5a(4) and 5a(5).
(2) **Contractor Commission.** For each item of Property sold at auction, Owner will pay to Contractor a fee equal to 5% of the Winning Bid. In addition, Contractor will separately charge Buyer a 15% buyer's premium paid directly to Contractor by Buyer (the "Buyer's Premium").

c. **Titanium Service.** Owner will pay Contractor a "Contractor Commission", "Tow Fees", and "Storage Fees" as described below
(1) **Contractor Commission.** For each item of Property sold at auction, Owner will pay to Contractor a fee equal to 12.5% of the Winning Bid.
(2) **Tow Fees.** For vehicles that can be hauled on a standard vehicle transporter, such as automobiles and light trucks, tow services are provided for free within thirty nautical miles of any Yard. A $10 tow fee applies for every additional 10 nautical miles, or portion thereof, over

the first 30 free nautical miles. For over-sized vehicle tows (e.g., cranes, buses, backhoes, etc.) Contractor will seek competitive bids from several haulers and Owner may choose which company to use. In addition, fees for acquiring titles on behalf of Owner, if any, will be borne entirely by Owner.

(3) **Buyer Fees.** Subcontractor will charge fees to Buyers for additional services, such as lot access, vehicle loading assistance, shipping and transportation, and other services.

(4) **Storage Fees.** For Owner vehicles sold at auction, daily storage fees ("Owner Storage Fees) equal $5.00 per vehicle per day. For Release Vehicles, daily storage fees ("Citizen Storage Fees") equal $10.00 per vehicle per day. Owner has the right to charge citizens higher storage fees for Release Vehicles and Contractor will collect such fees along with other citizen fees set by Owner, such as tow charges, administrative charges, court processing fees, etc. ("Citizen Payments").

(5) **Net Proceeds.** "Owner's Net Proceeds" shall mean the amount of the Winning Bid plus Citizen Payments (if any) paid to Owner after deduction and payment of Contractor Commission, Tow Fees (if any), Owner Storage Fees, Citizen Storage Fees, and any other fees for ancillary services requested by Owner, such as title fees, decal removal, etc.

d. **Platinum Service.** Owner will pay Contractor a "Contractor Commission" and "Tow Fees" as described below. Note: There are no storage fees for Platinum accounts.
   (1) **Contractor Commission.** Same as 5c(1).
   (2) **Tow Fees.** Same as 5c(2).
   (3) **Buyer Fees.** Same as 5c(3).
   (4) **Net Proceeds.** Same as 5c(5)

6. **Payment Terms.** Once a month, Contractor will remit to Owner the Owner's Net Proceeds arising from completed sales and Services rendered during the prior month. Sales are deemed completed when all items comprising a line item on the original manifest or other list of Property are sold. With each payment of Owner's Net Proceeds, Contractor will make available to Owner, online, a report setting forth the following information for the immediately preceding month:
   a. Completed sales during the prior month, including the total amount of related Proceeds collected, Citizen Remittances (if any), Contractor Commissions, the Owner and Contractor share of Processing Costs, Tow Fees (if any), Owner and Citizen Storage fees (if any), any applicable Title Fees and/or Fuel Surcharges, and Owner's Net Proceeds;
   b. Other dispositions of Property during the month; and
   c. The Property, if any, inventoried by Contractor at end of month.

7. **Contractor Obligations.** With respect to Contractor's delivery of Services:
   a. Contractor will exercise due care in the handling and storage of Property;
   b. Contractor shall keep Property free of liens, security interests, and encumbrances, and shall pay when due all fees and charges with respect to the Property;
   c. Contractor shall sign and deliver to Owner any UCC-1 financing statements or other documents reasonably requested by Owner;
   d. Contractor shall obtain and maintain insurance in an amount (determined by Contractor) not less than the replacement value of Property in its possession. The insurance will cover the Property against fire, theft, and extended coverage risks ordinarily included in similar policies. Contractor shall give Owner a certificate or a copy of each of the above upon Owner's request.
   e. Contractor agrees, in order to help Owner comply with local public notification statutes, if any, as well as to help Owner achieve higher Winning Bids, to allow Owner to place one or more clickable links (the "Links") from one or more Owner websites to www.PropertyRoom.com or other websites Contractor uses for sale of Owner items. Contractor agrees to supply technical requirements for Links to Owner.

8. **Owner Obligations.** While this Agreement is not exclusive and has no minimum requirements, Owner will use reasonable efforts to provide Contractor such Property as becomes available for sale. Owner will complete paperwork reasonably necessary to convey custodial possession of Property

items to Contractor, including a written manifest or list that describes the items of Property in sufficient detail for identification.

Owner agrees it will not knowingly provide Property that is illegal or hazardous or infringes the intellectual property rights of any third party ("Prohibited Property"), including but not limited to explosives, firearms, counterfeit or unauthorized copyrighted material ("knock-offs"), poisons or pharmaceuticals. In the event Contractor determines in good faith that any Property consists of Prohibited Property, Contractor shall have the right to immediately suspend or cancel (even if completed) any auction or disposal of such Property and may refuse to sell, offer to sell or otherwise dispose of such Property. To the extent requested by Contractor, Owner will provide reasonable assistance in determining whether such Property in fact consists of Prohibited Property.

In the event any Buyer asserts a claim that any Property consists of Prohibited Property and Contractor determines in good faith that such claim is reasonably likely to be determined to be correct, Contractor may, in its discretion, accept the return of such Property and refund the Sales Price for such Property to Buyer, in which event Contractor may then destroy such Property or return such Property to Owner and such refunded Sales Price shall be deducted from future remittances of Owner's Net Proceeds made by Contractor.

9. **Restrictions on Bidding.** Contractor and its employees and agents may not directly or indirectly bid for or purchase auctioned Property on Contractor websites.

10. **Representations and Warranties of Owner.** Owner hereby represents warrants and covenants as follows (the "Conditions Precedent"):
    a. Property delivered to Contractor is available for sale to the general public without any restrictions or conditions whatever and does not consist of Prohibited Property; and
    b. Owner has taken necessary actions for Owner to auction the Property or to transfer title to the Property to Buyers.

11. **Books and Records.** Contractor will keep complete and accurate books of account, records, and other documents with respect to the Agreement ("Books and Records") for at least 3 years following Agreement expiration or termination. Upon reasonable notice, Books and Records will be available for inspection by Owner, at Owner's expense, at the location where Books and Records are regularly maintained, during normal business hours.

12. **Assignment.** The Agreement may not be assigned, in whole or in part, by either of the parties without the prior written consent of the other party (which consent may not be unreasonably withheld or delayed). Notwithstanding the foregoing, an assignment of the Agreement by either party to any subsidiary or affiliate or a third party acquisition of all or substantially all of the assets of such party will not require the consent of the other party, so long as such subsidiary, affiliate or acquiring entity assumes all of such party's obligations under the Agreement. No delegation by Contractor of any of its duties hereunder will be deemed an assignment of the Agreement, nor will any changes in control or any assignment by operation of law by either party. Subject to the restrictions contained in this section, the terms and conditions of the Agreement will bind and inure to the benefit of each of the respective successors and assigns of the parties hereto.

13. **Notices.** Any notice or other communication given under the Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided on the signature page of the Agreement. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

14. **Interpretation.** Whenever possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent

of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The Agreement headings are inserted for convenience of reference only and shall not constitute a part hereof.

15. **Governing Law.** The internal law, and not the law of conflicts, of the state in which Owner is located will govern all questions concerning construction, validity and interpretation of the Agreement and the performance of the obligations imposed by the Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the parties waive any right to object to the venue.

16. **Further Assurances.** Contractor and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, Services and activities contemplated by the Agreement and to account for and document those activities.

17. **Relationship of the Parties.** No representations or assertions will be made or actions taken by either party that could imply or establish any joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of the Agreement. Except as expressly provided in the Agreement, neither party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity. Whenever Contractor is given discretion in the Agreement, Contractor may exercise that discretion solely in any manner Contractor deems appropriate. Contractor shall not be liable to Owner for any Losses incurred by reason of any act or omission performed or omitted by Contractor in good faith on behalf of the Owner and in a manner reasonably believed to be within the scope of authority conferred on Contractor by the Agreement, except that Contractor shall be liable for any such Losses incurred by reason of Contractor's fraud, gross negligence or willful misconduct.

18. **Force Majeure.** Neither party will be liable for any failure of or delay in performance of the Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources will not to be deemed a cause beyond a party's control. Each party will notify the other party promptly of any Force Majeure occurrence and carry out the Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of the Agreement.

This Agreement, including all of the terms and conditions set forth above as well as the data sheet attachments for the four Contractor service offerings and any addendum prepared by the Owner (indicate inclusion of Owner Addendum by checking here:____) comprises the entire Agreement between the Parties. This Agreement cannot be modified except in writing by the duly authorized representatives of both parties.

	OWNER	CONTRACTOR
Signer Name:	_____	_____
Signer Title:	_____	_____
Signature:	_____	_____
Date:	_____	_____

Data Sheet

Portable Surplus Property & Evidence

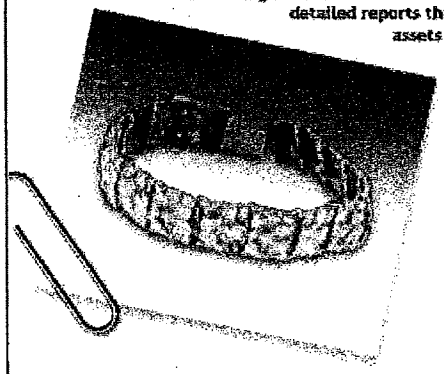
Portables Auction Service

PropertyRoom.com's Portable Items auction program specializes in selling abandoned, seized, and recovered property as well as evidence items no longer required to be retained by your department. We also accept items of surplus municipal property that can easily be transported by our trucks back to our processing centers.

Our Portable Items program service includes: supplying you manifest forms and bar code labels; regularly scheduling pick-up dates from our fleet of trucks; photographing, cleaning, sorting, and assessing the condition of the items you send us; reasonable repairs of items; research and evaluation of items to enhance their salability; appraisals or certification when we feel that would increase bidding interest; listing your property in our online auction catalogue; exposing your property to our more than 1.5 million registered and verified bidders; conducting the online auction using our proprietary technology; processing payments from successful bidders either by credit card or PayPal accounts; shipping items to purchasers; providing 24x7x365 email support to customers; maintaining live customer support facilities for your agency to contact us during business hours; remitting payments to you each month. We also provide a detailed audit trail for all property provided to us for sale that records all bids received, the successful bidder and the payment terms. These reports are available to you via an online access into our servers we provide for your account, so you always have the latest data available for your own internal reporting and accountability requirements.

We provide an exclusive, free service to the public for return of their lost or stolen items. If citizens prove any item on our site is rightfully theirs we will - after consultation with your staff - arrange to return the property to them free of all charges.

The benefits of using our services are: ease of use; a reliable process for periodic purges of your property and evidence rooms; reduction in staff time spent on routine processing and redeployment to higher value assignments; higher returns on property sales from attracting more and better bidders making more and higher bids; and our detailed reports that help you maintain tight accountability on the assets you are responsible for protecting.



Fee Structure:

1. Your agency gets 50% of the first $1,000 of sales receipts for each item.

   Plus

2. Your agency gets 75% of all sales receipts exceeding $1,000 per item.

PROPERTY ROOM

16 Cost Proposal

PART VII - PROPOSAL PAGES – COST PROPOSAL

Proposer Name PropertyRoom.com, Inc.

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

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

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

Proposer may submit fee for one or both services

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

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

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

2. Percentage Fee for **FULL SERVICE** On-line Auction Services 50 %

BID/PROPOSAL SIGNATURE PAGE

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

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

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

Submitted by: PJ Bellomo (signature) May 17, 2013 (date)

Name (printed) PJ Bellomo Title: President, COO & CEO

Company: (Legal Registration) PropertyRoom.com, Inc.

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

Address: 5257 Buckeystown Pike, Suite 475

City Frederick State: MD Zip 20876

Telephone No. 240-751-9119 FAX No. 240-230-0229 Email: KathrynColes@PropertyRoom.com

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

Payment Terms (section 1.04): Once a month Total Bid Discount (section 1.05): N/A

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

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

Addendum No. 1 Date Issued 5/9/13

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

YES _____ **NO** X

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

Variances:

Yes, we do have two exceptions detailed in Section 15 of our proposal response. We take exception to putting the items up for auction for 2-4 weeks and payment within 10 days of auction. We have our own standard methods for these processes, and they are the same for all our clients.

revised 6-16-11

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

ADDENDUM NO. 1

RFP 535-11168
Auctioneer Services

ISSUED 5/9/13

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

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

All other terms, conditions, and specifications remain unchanged.

James T. Hemphill
Sr. Procurement Specialist

Company Name: PropertyRoom.com, Inc.
(please print)

Bidder's Signature: [signature]

Date: May 17, 2013

PART VII - PROPOSAL PAGES – COST PROPOSAL

Proposer Name PropertyRoom.com, Inc.

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

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Proposer may submit fee for one or both services

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

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

2. Percentage Fee for **FULL SERVICE** On-line Auction Services 50 %

City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
www.fortlauderdale.gov/purchasing

September 27, 2016

PropertyRoom.Com, Inc.
Attn: Andrew Nash
5257 Buckeystown Pike, Suite 475
Frederick, MD 20876

Email: KathrynColes@PropertyRoom.com

RE: **Contract Extension 535-11168-2**
Auctioneer Services

Dear Mr. Nash:

The extension of the contract noted above has been administratively approved. The revised contract expiration date will be **October 14, 2017.** This contract extension will be the final extension option.

All terms, conditions and specifications of this contract will remain in effect during the extension period, including insurance and/or performance bond coverage requirements.

If insurance is required for this contract, you should review your expiration date(s) at this time to insure that your coverage is current and provide this office with an updated certificate.

We hope this will continue to be a rewarding and profitable business relationship.

Sincerely,

Contract Administration

Approved by: Jennifer Alvarez, Manager of Procurement and Contracts
Uncontrolled in hard copy unless otherwise marked

WE BUILD COMMUNITY