

## SOLICITATION COVER SHEET

### SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT - REQUEST FOR PROPOSALS

SUBMIT PROPOSALS TO: PROCUREMENT SERVICES OFFICE (MAIL CODE: BKV-4-PRO)  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
2379 BROAD STREET - BUILDING #4  
BROOKSVILLE, FLORIDA 34604-6899

Direct Inquiries to: Sherry Wooten, Procurement Specialist II  
Phone: 352-796-7211, Ext. 4146; FAX: 352-754-3497; E-mail: [Sherry.Wooten@WaterMatters.org](mailto:Sherry.Wooten@WaterMatters.org)

DATE POSTED: <b>December 18, 2020.</b>	PROPOSALS WILL BE OPENED: <b>January 19, 2021 at 2:00 p.m., and may not be withdrawn for 120 days after this date.</b>
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NON-MANDATORY PRE-PROPOSAL CONFERENCE/SITE VISIT: **NONE**

ORAL PRESENTATIONS: **NONE**

TITLE: **RFP 2110 Auctioneering Services**

SPECIFICATIONS: The Southwest Florida Water Management District (District) is requesting sealed proposals from qualified individuals or firms to provide for Auctioneering Services – both Live Auction Services and Internet On-Line Auction Services.

Respondent Name:	Reason for No-Bid	
Mailing Address:		
City-State-Zip:		
Telephone Number (    )    -	FAX Number (    )    -	Toll-Free Number (    )    -
Email address for correspondence:		
Authorized Signature:		
Full Name (please print or type):		
Title (please print or type):		

I the above signed, as Respondent hereby declare that I have carefully read this Request for Proposals and its provisions, terms, and conditions covering the equipment, materials, supplies or services as called for, and fully understand the requirements and conditions. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a proposal for the same goods/services (unless otherwise specifically noted), and is in all respects fair and without collusion or fraud. I agree to be bound by all of the terms and conditions of this Request for Proposals and certify that I am authorized to sign this proposal for the Respondent.

**IT IS THE RESPONDENT'S RESPONSIBILITY TO ASSURE THAT HIS/HER SEALED PROPOSAL IS DELIVERED AT THE PROPER TIME TO THE SPECIFIED LOCATION. PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE ACCEPTED.**

FORM 15.00 - 015 (05/07)

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
REQUEST FOR PROPOSALS #2110  
AUCTIONEERING SERVICES**

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## **PART I - GENERAL CONDITIONS**

- 1.1 PURPOSE.** The purpose of this solicitation is to provide guidelines for submission of proposals to implement the project described in Part III, Nature of Services Required, hereinafter referred to as the "Project."
- 1.2 DEFINITIONS.** "Respondent" means any contractor, consultant, organization, firm, college or university, or other entity submitting a response to this solicitation. "Sub-Respondent" means any subcontractor providing services to the Respondent that is directly under contract with the Respondent. "District" means the Southwest Florida Water Management District, which is the issuing agency.
- 1.3 DEVELOPMENT COST.** Neither the District nor its representatives will be liable for any expenses incurred in connection with preparation of a response for this solicitation. All proposals should be prepared simply and economically, providing a straightforward and concise description of the Respondent's ability to meet the requirements of the solicitation.
- 1.4 INTERNET AVAILABILITY, CHANGES, DELAYS, AND ADDENDA.** District solicitations, reference documents, addenda and questions and answers (Q&As) are available for review and may be downloaded at from the District's website at: <http://www.watmatters.org/procurement> and [www.demandstar.com](http://www.demandstar.com). Persons receiving solicitations from the Internet websites are responsible to recheck the websites for any changes or addenda.

The District reserves the right to delay scheduled solicitation due dates if determined to be in the best interest of the District. All interpretations and supplemental instructions for this solicitation will be in the form of written Addenda to the solicitation documents. Respondents will acknowledge receipt of all Addenda in their proposals.

No interpretation of the meaning of the specifications or other solicitation documents, nor correction of any apparent ambiguity, inconsistency, or error therein, will be made to any Respondent orally. Respondents are advised that no other sources are authorized to provide information concerning, explaining, or interpreting solicitation documents. Any information obtained from an officer, agent or employee of the District or any other person will not affect Respondent's risks or obligations or relieve it from fulfilling all conditions of the contract.

- 1.5 PRE-PROPOSAL CONFERENCES.** Not applicable.
- 1.6 RULES FOR PROPOSALS.** Two or more firms may combine as a joint venture for the purpose of responding to this solicitation providing that (i) a copy of the joint venture agreement is submitted with the proposal; (ii) one of the joint venturers is designated as the "Prime" Respondent, with full authority to conduct the contracting business of the joint venture, who will sign the Cover Sheet; and (iii) at the time of submission, the joint venturer is properly qualified by and registered with the Florida Department of Business and Professional Regulation and all other state or local licensing agencies as required by Section 489.119, Florida Statutes.
- 1.7 PROPOSAL FORMAT.** To assist the District's review process, proposals are to be prepared utilizing the following format. The original hardcopy identified in Section 1.8, Proposal Opening, of this solicitation must be provided in a three-ring binder adequate in size to effectively contain the response. The additional six (6) hardcopies identified in Section 1.8, Proposal Opening, of this solicitation, must also be provided in separate three-ring binders. The electronic copy identified in Section 1.8, Proposal Opening, of this solicitation will be provided on a USB flash drive or CD in an exact Adobe™ Portable Document Format File (.PDF) copy of the original. Discrepancies between the original and electronic .PDF copy may result in rejection of the response in accordance with Section 1.14, Right to Accept or Reject Proposals.

Unless otherwise specifically noted, the response will be on 8.5" x 11" paper printed on both sides. Text will be single-spaced using 12-point font, except for headers, footers, tables, graphs, and charts which can use 10-point font. All information furnished must be legible. All pages will be clearly numbered, for reference purposes, in the event that clarification is requested from the Respondent. For purposes of the page limitations set forth in this solicitation, a "page" is considered one side of a sheet of paper.

**1.7.1 SUBMITTAL REQUIREMENTS.** The following information shall be submitted with your proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal.

**1.7.1.1 TAB 1 - Letter of Transmittal** - The Respondent shall provide a letter, on letterhead, not to exceed one (1) page and should briefly state the Respondent's understanding of the work to be done and make a positive commitment to perform the work in a timely fashion. The Respondent's letter shall provide the names of the individuals who will be authorized to make representations for the organization, their titles, addresses and telephone numbers. This letter must be signed by an official authorized to negotiate for the Respondent.

**1.7.1.2 TAB 2 - Table of Contents**

**1.7.1.3 TAB 3 - Organizational Profile and Qualifications** – This section of the proposal should provide a description of Respondent's organization, including location(s), size, range of activities, Project Team organization chart, including any Sub-Respondent(s), current and projected workloads and any other appropriate information to describe the organization. Emphasis should be given to the organization's (and Sub-Respondent(s)) experience with similar projects and expertise in the subject field; highlight history and experience with other governmental entities. Respondent should organize this information under separate sub-tabs for Live Auction Services and Internet On-Line Auction Services.

**1.7.1.4 TAB 4 - Methodology / Approach** - This section of the proposal should explain the Scope of Work as you understand it and detail your approach, time schedule, activities, and work products and explain the Respondent's technical and management approach. The Respondent must explain in its proposal the strategies and procedures that the organization is proposing to use to successfully accomplish the Project in accordance with this solicitation. See Part III, Nature of Services Required, Paragraph 3.3, Scope of Services, for details. The following should be included in the proposal and listed under separate sub tabs for Live Auction Services and Internet On-Line Auction Services:

A. For Live Auction Services proposal must at a minimum explain/describe the following:

1. How past history / experience with Live Auctions will promote present success
2. Available live auction dates in spring and fall (provide example dates)
3. Available storage facilities and transportation methods, including security measures
4. Description of processes for collection of payments; payment methods used
5. Onsite staffing levels during auction and previews
6. Description of proposed marketing/advertisement program initiatives, including:
  - a. Sample advertisements, letters, print, internet, social media
  - b. Method(s) of contacting buyers (buyer database)
  - c. Information available to potential buyers (data, photos, etc.)
  - d. Method(s) of collecting data and photographing of sale items
7. Method of auctioning (preview process, preview facilities, set minimums, deadline date and time, modified deadlines, etc.)
8. Types of reports available for tracking and reporting sales, including at a minimum
  - a. Brief item description
  - b. Property control number (vehicle/equipment VIN #'s/serial #'s, etc.)
  - c. Selling price
  - d. Commission amount
  - e. Transportation cost
  - f. Net price due District
  - g. Total of gross and net prices

- h. Signature attesting to accuracy of report and date
    - i. Vendor must utilize a computer system to promptly and accurately record the activities of the auction.
  - 9. Description of process for collection of payments, handling payment disputes
  - 10. Describe the process of “reserve price” auction items by the public.
- B. For On-Line Auction Services proposal must at a minimum explain/describe the following:
- 1. How past history / experience with On-Line Auctions will promote present success
  - 2. Available live auction dates in spring and fall (provide example dates)
  - 3. Available storage facilities and transportation methods, including security measures
  - 4. Description of processes for collection of payments; payment methods used
  - 5. Onsite staffing levels during auction and previews
  - 6. Description of proposed marketing/advertisement program initiatives, including:
    - a. Sample advertisements, letters, print, internet, social media
    - b. Method(s) of contacting buyers (buyer database)
    - c. Information available to potential buyers (data, photos, etc.)
    - d. Method(s) of collecting data and photographing of sale items
  - 7. Method of auctioning (preview process, preview facilities, set minimums, deadline date and time, modified deadlines, etc.)
  - 8. Types of reports available for tracking and reporting sales, including at a minimum:
    - a. Brief item description
    - b. Property control number (vehicle/equipment VIN #'s/serial #'s, etc.)
    - c. Selling price
    - d. Commission amount
    - e. Transportation cost
    - f. Net price due District
    - g. Total of gross and net prices
    - h. Signature attesting to accuracy of report and date
    - i. Vendor must utilize a computer system to promptly and accurately record the activities of the auction
  - 9. Site structure (dedicated page, shared)
  - 10. Description of process for collection of payments, handling payment disputes
  - 11. Description of On-Line security measures
  - 12. Describe the process of “reserve price” auction items by the public.

**1.7.1.5 TAB 5 - Technical Knowledge** - Resumes and certifications/licenses of project team members, including years of experience, years with the Respondent, and significant accomplishments. The Respondent should profile its team’s qualifications (inclusive of Sub-Respondents), past performance on similar projects, and any relevant education and training. Must show experience in both Live auction services and internet On-Line auction services.

- 1.7.1.5.1 Certifications/Licenses that must be provided are as follows:
- A. Motor Vehicle Dealer License
  - B. Auction Business License
  - C. Auctioneers License(s)
  - D. Proof of Insurance and ability to bond

A Florida registered Notary on site during each live auction and a Florida registered online Notary available for all on-line auctions as appropriate.

**1.7.1.6 TAB 6 - References** - Three (3) references from recent projects similar in scope and complexity to this Project within the State of Florida and within the last five (5) years. Include a contact name, address, telephone number, email address, a brief description

of the work performed, Respondent's total fees and man-hours, start and end dates, and list the names and roles of the project team members proposed for the referenced Project.

**1.7.1.7 TAB 7 - Fee Schedule** - Each Respondent shall complete and submit Attachment 2, Price Proposal Form included herein as "Price Proposal Form". The fees shall include ALL costs associated with the performance of the contract including item storage, travel and out-of-pocket expenses. Respondent shall provide a fee for all areas listed. Failure to provide a fee for all line items listed shall result in the proposal being deemed non-responsive.

**1.7.1.8 TAB 8 – Completion of all Proposal Documents** – In addition to the proposal submission requirements, all proposal documents and forms listed below must be completely and accurately filled out and submitted with the proposal. Failure to do so could result in rejection of the proposal as non-responsive.

- Cover Sheet: The Respondent must sign and return the Cover Sheet with their proposals.
- Addenda Acknowledgement: The Respondent must acknowledge receipt of all written Addenda issued for this solicitation on each Addendum Form issued with their proposal
- Attachment 2 – Price Proposal Form
- Attachment 3 – Public Entity Crime Statement
- Attachment 4 – Certification Regarding Drug-Free Workplace Requirements.

**1.7.1.9 TAB 9 - Additional Information** - Give any additional information which you feel is pertinent for consideration that was not specifically requested.

**1.8 PROPOSAL OPENING.** The proposal opening meeting will be open to the public, on the date and time specified on the Cover Sheet. It is the Respondent's responsibility to assure that its proposal is delivered at the proper time to the specified location. Proposals that for any reason are not so delivered will not be considered. One (1) signed original, six (6) copies and one (1) exact electronic Adobe™ Portable Document Format File (.PDF) USB flash drive or CD of the proposal, including Cover Sheet and required response documents, must be received by the District's Procurement Services Office (PRO), Building 4, at the Southwest Florida Water Management District, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899, on or before **Tuesday, January 19, 2021 at 2:00 p.m.** Visitors will also be required to wear personal protective equipment (e.g. masks) and practice social distancing in compliance with applicable law, executive order, District policy, and other jurisdictional requirements. Proposals that are not received in a timely manner by this specific office will not be accepted. Proposals will remain binding upon the Respondent for a period of 120 days thereafter.

Proposals must be delivered by U.S. mail, postage paid, nationally recognized overnight courier, or personally. The District will not accept electronically transmitted proposals.

Proposals MUST be identified with the solicitation number and "Sealed Proposal - Do Not Open" marked on the sealed package. If proposals are sent via Express Mail, proposals MUST be placed in a sealed envelope properly identified on the outermost Express Mail package. No responsibility will attach to the District or any official or employee thereof for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified as required.

The District may make an award within 120 days after the date of the opening, during which period proposals shall remain firm and shall not be withdrawn. If award is not made within 120 days, the proposals shall remain firm until either the District awards the Agreement, or the District receives from the Respondent written notice that the proposal is withdrawn. Any proposal that expresses a shorter duration may, in the District's sole discretion, be accepted or rejected.

Any changes offered by a Respondent in a proposal will not be considered by the District. The submittal of a proposal will constitute the Respondent's acknowledgement of all terms and conditions of this solicitation and the District will construe the proposal as though no proposed changes were presented. If a Respondent

desires to propose a change to a term or condition of this solicitation or Sample Agreement, the Respondent must submit its request under the procedure set forth in Section 1.9, Technical Questions.

In light of the COVID-19 pandemic, the District is providing you with a virtual option to join the Proposal Opening for RFP 2110 Auctioneering Services. The Proposal Opening will begin at 2:00 p.m. on January 19, 2021 and will end upon the conclusion of all responses being opened, which may not require the entire time scheduled. Your attendance is optional; and no action is required by Respondents during the meeting Respondents may listen to the opening by clicking on the “**Join Microsoft Teams Meeting**” title below. You may also click on or copy and paste the following URL into your browser:

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Or call in (audio only)**

[+1 786-749-6127, 926848550#](#) United States, Miami

Phone Conference ID: 926 848 550#

[Click here to join the meeting](#)

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MDK5Mjc0ZjktNDU1Mi00ZDg0LWFmNWItMWQzZGIxODUwYjQw%40thread.v2/0?context=%7b%22Tid%22%3a%22d508ec0-09f9-4402-8304-3a93bd40a972%22%2c%22Oid%22%3a%22c146a870-640f-4ba8-bfd4-bec250d882b8%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDK5Mjc0ZjktNDU1Mi00ZDg0LWFmNWItMWQzZGIxODUwYjQw%40thread.v2/0?context=%7b%22Tid%22%3a%22d508ec0-09f9-4402-8304-3a93bd40a972%22%2c%22Oid%22%3a%22c146a870-640f-4ba8-bfd4-bec250d882b8%22%7d)

- 1.9 TECHNICAL QUESTIONS.** All questions should be presented in writing to [Sherry.Wooten@WaterMatters.org](mailto:Sherry.Wooten@WaterMatters.org), the address as stated in Section 1.30, Correspondence, or faxed, followed by a written confirmation, to the Procurement fax number at 352-754-3497 for receipt no later than ten (10) calendar days prior to the proposal opening. Inquiries must reference the date of proposal opening, and the proposal title and number. Respondents are responsible to check the District's web site as specified in Section 1.4, Internet Availability, Changes, Delays, and Addenda, for the District's responses to the questions presented.
- 1.10 CONFLICT OF INTEREST.** The award hereunder is subject to the provisions of Chapter 112, Part III, F.S., as amended, governing conflicts of interest. All Respondents must disclose with their proposal the name of any officer, director, or agent who is also a public employee. Further, all Respondents must disclose the name of any public employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches.
- 1.11 PROPOSAL WITHDRAWAL.** Proposals may be withdrawn by written notice signed by the same person who signed the Cover Sheet and at any time prior to the opening. Proposals may be withdrawn in person by Respondent or its authorized representative, provided the authorized representative's identity is made known and a signed receipt for the proposal is received.
- 1.12 PUBLIC AVAILABILITY OF RECORDS.** Once opened, all proposals will become the property of the District and, at the sole discretion of the District, may not be returned to the Respondent. Any information, reports or other materials given to, prepared, or submitted in response to this solicitation will be subject to the provisions in Chapter 119, F.S., commonly known as the Florida Public Records Act. Any Respondent claiming that its proposal contains information that is exempt from the public records law must clearly segregate (separate binder and CD preferred) and mark that specific information and provide the specific statutory citation for such exemption (i.e., Section 815.04, F.S.).

The Florida Public Records Act, Section 119.071(1)(b), F.S., as amended, exempts sealed proposals from inspection, examination, and duplication until such time as the District issues a Notice of Decision or Notice of Intent to Award pursuant to Section 120.57(3)(a), F.S., or within thirty (30) days after the proposal opening, whichever comes first. This exemption is not waived by the public opening of the proposals. See Attachment 1, Sample Agreement, Paragraph 5, Project Records and Documents, for additional details on



the public record requirements.

- 1.13 RESPONSIVE/RESPONSIBLE.** At the time of submitting a proposal, the District requires that the Respondent and its Sub-Respondents be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.). Proposals that fail to list all Sub-Respondents as required in Section 1.7, Proposal Format, will be rejected as non-responsive. Responses that do not meet all requirements of this solicitation or fail to provide all required information, documents, or materials as provided in Section 1.7, Proposal Format, may be rejected as non-responsive. Respondents whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the proposal may be rejected as non-responsible. The District reserves the right to determine which responses meet the requirements of this solicitation, and which Respondents are responsive and responsible. The District reserves the right before awarding the proposal, to require a Respondent and its Sub-Respondents to submit such evidence of their qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Respondent to perform the work in a satisfactory manner and within the time specified. The Respondent is assumed to be familiar with all federal, state or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the contract. Ignorance of legal requirements on the part of the Respondent will in no way relieve responsibility. Respondents must verify the qualifications and performance record of any and all proposed Sub-Respondents to ensure acceptability.
- 1.14 RIGHT TO ACCEPT OR REJECT PROPOSALS.** Proposals which are incomplete, conditional, obscure, or contain additions not contemplated by the solicitation or irregularities of any kind, or do not comply in every respect with the solicitation may be rejected as nonresponsive at the option of the District. The District does not bind itself to accept the minimum specifications stated in this solicitation but reserves the right to accept any proposal which in the judgment of the District will best serve the needs and the interests of the District. The District reserves the right to reject all proposals and not grant any award resulting from the issuance of this solicitation. If awarded, no contract will be formed between the Respondent and the District until the contract is executed by both parties.
- 1.15 NOTICE OF INTENDED DECISION.** A notice of intended decision will be posted for review by interested parties on the District's Internet web site <http://www.WaterMatters.org/procurement>, at [www.demandstar.com](http://www.demandstar.com), and at 2379 Broad Street, Building No. 4 Lobby, Brooksville, Florida 34604-6899. Respondents' information will be announced at the public opening and will be available upon request to [Sherry.Wooten@WaterMatters.org](mailto:Sherry.Wooten@WaterMatters.org), in accordance with Section 255.0518, F.S. Respondents' information will not be provided by telephone or fax. Pursuant to Section 119.071(1) (b), F.S., all responses submitted will be subject to review as public records thirty (30) days from the opening of this solicitation or at the time the District provides notice of its intended decision if such decision is reached prior to the expiration of the thirty day period.
- 1.16 PROTESTS.** Any Respondent who protests the specifications or Notice of Intent to Award, must file with the District a notice of protest and formal protest in compliance with Chapter 28-110, Florida Administrative Code (F.A.C.), and applicable provisions in Section 120.57, F.S. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., will constitute a waiver of proceedings under Chapter 120, F.S.
- 1.17 AGREEMENT INFORMATION AND EXECUTION.** By submitting a proposal, the Respondent agrees to all the terms and conditions of this solicitation and those included in the Agreement attached as Attachment 1. The contents of the proposal of the successful Respondent(s) (Contractor) will be incorporated into a written agreement document in terms acceptable to the District at its absolute discretion. Any changes offered by a Respondent in a proposal will not be considered by the District. The submittal of a proposal will constitute acknowledgement of all terms and conditions of this solicitation and the District will construe the proposal as though no changes were presented. If a Respondent desires to propose a change to a term or condition of the solicitation or Agreement, the Respondent must submit its request under the procedure set forth in Section 1.9, Technical Questions. The Contractor must submit a Certificate of Insurance, to the District within ten (10) calendar days from notice the Contractor has been awarded the contract. The Contractor will mobilize and commence project work within ten (10) business days from the date indicated on the "Notice to Proceed" from the District. A Respondent's failure to accept this condition will result in the cancellation of any award.



- 1.18 INDEMNIFICATION.** The Respondent agrees to defend, indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Respondent, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Respondent's performance under any contract resulting from this solicitation.
- 1.19 WITHHOLDING PAYMENT.** The District may, in addition to other remedies available at law or equity, retain such monies from amounts due the Respondent as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the District. The District may set off any liability or other obligation of the Respondent or its affiliates to the District against any payments due the Respondent under any contract with the District.
- 1.20 CONTRACTOR'S UNDERSTANDING.** It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under the Agreement. The Contractor acknowledges that he has investigated and correlated his observations with the requirements of this solicitation and satisfied himself as to the conditions affecting the work. These conditions include, but are not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, lake stages, tides, or similar physical conditions at the site, and the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all documents made a part of this solicitation. Any failure by the Contractor to acquaint himself with the available information will not relieve Contractor from its responsibility for estimating properly the difficulty or cost of successfully performing the work. The District assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the District, its officers or employees prior to the execution of the Agreement, unless such information has been stated expressly in this solicitation. If the Contractor believes that any subsurface or physical condition that is uncovered or revealed either: 1) is of such a nature as to establish that any technical data on which Contractor is entitled to rely under this solicitation is materially inaccurate; or 2) is of such a nature as to require a change in the Contract Documents; or 3) differs materially from that shown or indicated in the Contract Documents; or 4) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith, notify the District in writing about such condition. Contractor shall not further disturb such condition or perform any work in connection therewith (except as aforesaid) until receipt of written order to do so.
- 1.21 MATERIALS, APPLIANCES, EMPLOYEES.** Unless otherwise stipulated, the Contractor will furnish and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.
- 1.22 PROTECTION OF WORK AND PROPERTY.** The Contractor will continuously maintain adequate protection of all his work from damage and will protect the adjacent properties and all others from injury or loss arising in connection with the performance of the Project work. Contractor will make good any such damage, injury or loss except such as may be directly due to errors in the Contract Documents or caused by the agents or employees of the District. The Contractor will adequately protect and maintain all passage-ways, guard fences, lights and other facilities for safety protection required by public authority or local conditions. At all times, the Contractor will protect all public and privately owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the Contractor. Damage or interruption to service resulting from failure to do so will be repaired or restored at the expense of the Contractor.

- 1.23 COST/FEES.** Costs will be submitted with your proposal. Attachment 2, Price Proposal Form, Attachment 2, will be negotiated with the most qualified firms as provided in Part V, Evaluation Procedures of this solicitation and Section 287.055, F.S.
- 1.24 TRUTH IN NEGOTIATION.** Any agreement resulting from this solicitation will require the Respondent to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time for contracting. The Agreement will also contain a provision that the original Price Proposal Form and any additions thereto will be adjusted to exclude any significant sums by which the District determines the Price Proposal Form was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. Any such adjustments will be made within one (1) year following the end of the agreement.
- 1.25 TERMINATION WITHOUT CAUSE.** The Agreement may be terminated by the District without cause upon ten (10) days written notice to the Contractor. Termination will be effective on the date provided in the notice. In the event of termination under this Section, the Contractor shall be entitled to compensation for all services provided to the District up to the date of termination which are within the Scope of Work, documented in the Project Budget and are allowed under the agreement. If the agreement is so terminated, the Contractor must promptly deliver to the District copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by the Contractor.
- 1.26 LAW COMPLIANCE.** The Respondent will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including, but not limited to, the Americans with Disabilities Act) relative to performance under this solicitation. The Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. The Respondent will obtain and maintain all permits and licenses necessary for its performance under this solicitation.
- 1.27 AMERICANS WITH DISABILITIES ACT (ADA).** The District does not discriminate upon the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs, services or activities. Anyone requiring reasonable accommodation, or would like information as to the existence and location of accessible services, activities, and facilities as provided for in the Americans with Disabilities Act should contact the District's Human Resources Office, 2379 Broad Street, Brooksville, Florida 34604-6899; telephone (352) 796-7211, ext. 4706 or 1-800-423-1476 (FL only), ext. 4706; TDD (FL only) 1-800-955-8771; Voice 1-800-955-8770; or via email to ADACoordinator@WaterMatters.org.

The Respondent certifies that it is in compliance with the Americans with Disabilities Act ("ADA") and the regulations thereunder prohibiting discrimination against persons with disabilities by the District, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving the Agreement, Contractor represents or certifies that services, programs and activities provided under or through the Agreement: (i) shall be in compliance with the ADA and said regulations and (ii) shall, as applicable, conform with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA.

- 1.28 PUBLIC ENTITY CRIMES.** Pursuant to Subsections 287.133(2) and (3), F.S., 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 Subsection 287.017, F.S., for Category Two, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By submitting a proposal to this solicitation, the Respondent certifies that it is not on the convicted vendor list. The Contractor further agrees to notify the District if placement on this list occurs. The Contractor agrees to include this provision in all subcontracts and require the Public Entity Crimes Statement Form for all subcontracts or lower tier agreements executed to support the Contractor's work under the Agreement.

**1.29 DISCRIMINATION.** Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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. By submitting a proposal to this solicitation, the Respondent certifies that it is not on the discriminatory vendor list.

**1.30 CORRESPONDENCE.** Unless otherwise stated or notified in writing by the District, correspondence pursuant to this solicitation must be sent to the District at the following address:

**Procurement (BKV-4-PRO), Building 4  
Southwest Florida Water Management District  
2379 Broad Street (U.S. Hwy. 41 South)  
Brooksville, Florida 34604-6899  
E-mail: [Sherry.Wooten@WaterMatters.org](mailto:Sherry.Wooten@WaterMatters.org)**

Unless otherwise stated or notified in writing by the Respondent, correspondence pursuant to this solicitation will be sent to the Respondent at the address listed on the Cover Sheet.

Proposed Respondents or persons acting on its behalf may not contact any employee or officer of the District concerning any aspect of this solicitation, except in writing to the Procurement Services Office as provided in this solicitation, until the Notice of Decision or Notice of Intended Decision is posted and becomes final. Violation of this provision may be grounds for rejecting a proposal.

**1.31 BACKGROUND CHECKS.** The District will require Respondent to perform a background check on all persons assigned to perform work for the District on behalf of Respondent. This will include, at a minimum, a check of each person's criminal history record with the Florida Department of Law Enforcement (FDLE), and such additional background checking as Respondent or the District may deem appropriate.

Persons with certain types of criminal backgrounds may be automatically excluded from performing work for the District. Others may be excluded at the sole discretion of the District, based upon the results of the background check (see Section 373.6055 F.S. for further detail about statutory requirements).

**1.32 PURCHASES BY OTHER PUBLIC AGENCIES.** With the consent and agreement of the Contractor successful Respondent(s), purchases may be made under this RFP by other governmental agencies or political subdivisions within the State of Florida. Such purchases will be governed by the same terms and conditions stated herein. This Agreement solicitation and agreement in no way restricts or interferes with the right of any public entity to procure any or all of these services independently.

## **PART II - INTRODUCTION**

**2.1 GENERAL INFORMATION.** The Southwest Florida Water Management District (District) hereby solicits offers for the services of qualified Respondents for the following purpose:

To be considered, **One (1) signed original, six (6) copies and one (1) exact electronic Adobe™ Portable Document Format File (.PDF) USB flash drive or CD** of the proposal **must** be received by the District's Procurement Services Office (PRO), Building 4, at the Southwest Florida Water Management District, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899, on or before **Tuesday, January 19, 2021 at 2:00 p.m.** All visitors must report the lobby of Building 4 to sign in and be issued a visitors badge. Visitors will also be required to wear personal protective equipment (e.g. masks) and practice social distancing in compliance with applicable law, executive order, District policy, and other jurisdictional requirements. Proposals that are not received in a timely manner by this specific office will not be accepted. Proposals will remain binding upon the Respondent for a period of 120 days thereafter.

During the evaluation process, the District reserves the right, where it may serve the District's interest, to request additional information from Respondents for clarification purposes. At the discretion of the District,

Respondents submitting proposals may be requested to make oral presentations as part of the evaluation process.

Submission of a proposal indicates acceptance by the Respondent of the conditions in this solicitation.

- 2.2 BACKGROUND INFORMATION.** The Southwest Florida Water Management District is one of five regional districts charged by Chapter 373 of the Florida Statutes to preserve and protect the resources for the people through water resource development, regulatory and other programs. Central to the mission is maintaining the balance between the water needs of current and future residents, while protecting and maintaining the natural systems which provide the District with its existing and future water supply. The District's services include, but are not limited to, flood control; regulatory programs such as surface water and water use permitting; natural systems management; preservation and restoration of threatened lakes, rivers, streams and estuaries; land management and acquisition; and public education awareness.
- 2.3 TERM OF CONTRACT.** The expected initial term of the Agreement resulting from this solicitation will be for three (3) years. The contract may be extended subject to written notice of agreement from the District and the successful Respondent for two (2) additional one (1) year periods beyond the initial contract period.
- 2.4 PROPOSAL CALENDAR.** The following is a list of key dates up to and including the date proposals are due to be submitted:

**Request for Proposals issued by the District**

**December 18, 2020**

*General Request for Proposals questions will be answered by telephone Monday through Friday from 8:30 a.m. to 4:30 p.m., Eastern Time.*

*Technical questions must be submitted in writing, by mail, e-mail, or fax no later than ten (10) calendar days before the opening date. The District will attempt to answer all submitted questions in a timely manner, but accepts no responsibility for response delays.*

*All District contact must be through the Procurement Services Office (BKV-4-PRO), Southwest Florida Water Management District, 2379 Broad Street, Brooksville, Florida 34604-6899, telephone number 352-796-7211 or 1-800-423-1476 (Florida only) extension 4146; fax number 352-754-3497; E-mail: [Sherry.Wooten@WaterMatters.org](mailto:Sherry.Wooten@WaterMatters.org).*

**Due date for Respondents to submit proposals (2:00 p.m.)**

**January 19, 2021**

**Evaluator's Meeting (teleconference), if required, (10:00 a.m.)  
(Alternate date \_\_\_\_)**

**\_\_\_\_, 2020**

In light of the Covid-19 pandemic, the District is providing you with a virtual option to join the Evaluation Committee Meeting for RFP 2110 for Auctioneering Services. **The meeting will begin at 10:00 a.m. on February 3, 2021 and will end upon the conclusion of the discussion,** which may not require the entire time scheduled. Your attendance is optional; and no action is required by Respondents during the meeting. Respondents may listen to the opening by clicking on the **“Join Microsoft Teams Meeting”** title below. You may also click on or copy and paste the following URL into your browser:

## Microsoft Teams Meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 786-749-6127](tel:+17867496127), 693232352# United States, Miami

Phone Conference ID: 693 232 352#

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MWJjMzZmMzctNzUxOC00Y2NILWJINzktYjNjMGExNmY3OTEz%40thread.v2/0?context=%7b%22Tid%22%3a%227d508ec0-09f9-4402-8304-3a93bd40a972%22%2c%22Oid%22%3a%22bad8934a-b4dc-4f63-8c5a-1dd0ddbe7cc5%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MWJjMzZmMzctNzUxOC00Y2NILWJINzktYjNjMGExNmY3OTEz%40thread.v2/0?context=%7b%22Tid%22%3a%227d508ec0-09f9-4402-8304-3a93bd40a972%22%2c%22Oid%22%3a%22bad8934a-b4dc-4f63-8c5a-1dd0ddbe7cc5%22%7d)

**Notice of Decision, anticipated posting date**

**February 10, 2021**

**Contract date**

**As soon as practicable**

### **PART III - NATURE OF SERVICES REQUIRED**

- 3.1 PROJECT DESCRIPTION.** The Southwest Florida Water Management District (District) is seeking the services of a qualified auctioneer firm, who will, schedule public auctions (either Live or On-Line as directed) offer for sale to the highest bidder (with the option for the District to set a reserve price) surplus property and equipment that, by way of example, but without limitation, may include: motor vehicles, motor vehicle and equipment parts, machinery, heavy equipment, miscellaneous/other equipment and certain personal property owned by the District in accordance with the terms, conditions, and specifications contained in this solicitation.
- 3.2 WORK OBJECTIVE.** The District seeks to identify one firm to perform the services set forth herein. The District will negotiate an agreement based on the attached Sample Agreement with the Respondent deemed to be the most qualified by the District in its sole judgement and discretion. Factors that may be considered by the District in making this determination include, but are not limited to past performance, availability and ability of professional personnel, and ability to perform the tasks in a timely manner.
- 3.3 SCOPE OF SERVICES.** The District will provide to the Contractor the necessary titles and other documentation and will provide a typed list describing said surplus property and equipment. Items, other than vehicles and heavy machinery/equipment, will be palletized by the District when deemed feasible by the District in its discretion.

Respondent must provide with its proposal a list of items that Respondent will not accept, if any, otherwise all items shall be deemed acceptable to Contractor.

Respondent must provide with its proposal a cost for transportation of items by the Respondent from a District location within the District's sixteen (16) county boundaries as shown on Attachment 5, District Boundaries, to the Contractor's auction holding facility, with Contractor assuming risk of loss of damage to the District's property during possession of such property by the Contractor, commencing at the moment the items are picked up at the District location) until delivery to, and acceptance of, that property by the successful auction bidder. Contractor shall deliver items to its auction holding facility, at a minimum of two weeks prior to the Live or On-Line auction date. The District reserves the right to deliver items to auction holding facility using its own or other contracted forces and to reduce Contractor's fee accordingly, under which case the Contractor's risk of loss of damage would commence upon delivery by the District to the Contractor's facility. Contractor must be solely responsible for collection of all money received from sales and including the certification of payment of Florida State sales tax. Acceptance of bad checks or errors in computation of funds is solely at the Contractor's risk. Contractor must replace or compensate the District at fair market value for any property lost, stolen or destroyed while in the custody of the Contractor, or reimburse the County for any incremental loss of value due to damage or other occurrence.

It should be noted that not all property or equipment are in good or working condition. Property is "AS IS" and "WHERE IS". No warranty, expressed or implied, including, but not limited to, warranty for fitness for a particular purpose or merchantability is provided. All sales to third party buyers are F.O.B. Auction Site. Contractor shall submit final sales reports to the District; submit auction proceeds to the District less auctioneer commission transportation fees or sales tax within ten days of sale. Provide detailed financial and summary reports of all transactions as required by the District.

It is anticipated that three (3) On-Line auctions will be held in any given District fiscal year of October 1, through September 30, but no minimum number of auctions is guaranteed. Live auctions, or additional On-Line auctions may be held on an “as needed when needed” basis throughout the term of the Agreement, as directed by the District. Contractor shall also recommend, and as approved by the District, coordinate and provide “unique item auctions” on-site (live) or On-Line for specific equipment or events. Contractor must allow the District to conduct all types of auctions as often as the District chooses to hold them throughout the year.

**3.3.1 Live Auction Services – As Needed** - Respondent’s proposal should explain this scope of work as understood by the Respondent, including but not limited to details on the following:

- 3.3.1.1 Marketing/advertisement program initiatives. The Contractor shall be required to provide notice of the auction on the Contractor’s worldwide web (www) site prior to the auction date at the Contractor’s expense. The Vendor must have the ability to Market and Advertise both Nationally and Internationally. Post items online for a least two to four weeks prior to the scheduled auction.
- 3.3.1.2 Availability of space for on-site inspection of items and when on-site inspections (previews) will be held in relation to the planned auction date and time,
- 3.3.1.3 Availability to hold live auctions when requested/needed. Be flexible on times and dates,
- 3.3.1.4 Description of process for collection of payment,
- 3.3.1.5 Description of computer system to promptly and accurately record the activities of the auction, and

Provide typewritten or computer-generated reports containing the following minimum information of the sales results:

- a. Brief item description
- b. Property control number (vehicle/equipment VIN #'s/serial #'s, etc.)
- c. Selling price
- d. Commission amount
- e. Net price due District
- f. Total of Gross and Net Prices
- g. Signature and sworn statement attesting to accuracy of report and date.
- h. Vendor must utilize a computer system to promptly and accurately record the activities of the auction.
- i. Methods of collecting payments from Bidders
- j. Provide a description of the Contractor’s on-site security measures and on-site staffing levels.
- k. How disputes involving payments will be handled
- 3.3.1.7 Methods of collecting payments from Bidders
- 3.3.1.8 Provide a description of the Contractor’s on-site security measures and on-site staffing levels.
- 3.3.1.9 How disputes involving payments will be handled
- 3.3.1.10 Signed statement that a Florida registered Notary is and shall be on site during each live auction.

**3.3.2 Internet On-Line Auction Services – Minimum of 3 Anticipated** - to include but is not limited to:

- 3.3.2.1 Marketing initiatives, including at a minimum:
  - a. Marketing/advertisement program initiatives. The Contractor shall be required to provide notice of the auction on the Contractor’s worldwide web (www) site prior to the auction date at the Contractor’s expense. The Vendor must have the ability to Market and Advertise both Nationally and Internationally. Post items online for a least two to four weeks.
  - b. Efforts to entice a larger pool of bidders

- 3.3.2.2 Contractor must have fully operational and secure Internet auction server/site to display photos, give full description, display current bid, allow on-line bidding and capability to close bidding effectively
- 3.3.2.3 System should allow for extended bidding when necessary (bidding continues if there is strong activity right before scheduled closing time)
- 3.3.2.4 Contractor shall take and upload pictures of each item with full description written by Contractor. Both photos and description should be of adequate resolution and quality and designed to promote interest and achieve the best price.
- 3.3.2.5 Availability of space for on-site inspection of items and when on-site inspections will be held in relation to the planned online auction date and time
- 3.3.2.6 Availability to hold On-Line auctions when requested/needed. Be flexible on time and dates.
- 3.3.2.7 Methods of collecting payments from Bidders.
- 3.3.2.8 How disputes involving payments will be handled
- 3.3.2.9 Provide Bidder numbers
- 3.3.2.10 Provide typewritten or computer-generated reports containing the following minimum information of the sales results:
  - a. Brief item description
  - b. Property control number (vehicle/equipment VIN #'s/serial #'s, etc.)
  - c. Selling price
  - d. Commission amount
  - e. Net price due District
  - f. Total of Gross and Net Prices
  - g. Signature and sworn statement attesting to accuracy of report and date.
  - h. Vendor must utilize a computer system to promptly and accurately record the activities of the auction.
  - i. Methods of collecting payments from Bidders
  - j. Provide a description of the Contractor's on-site security measures and on-site staffing levels.
  - k. How disputes involving payments will be handled

#### **PART IV - INSURANCE REQUIREMENTS**

**4.1 INSURANCE REQUIREMENTS.** Refer to Sample Agreement, Paragraph 9. Any contract resulting from this solicitation will require the successful Respondent (Contractor) to maintain, during the entire term of the contract, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under the contract until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage:

- 4.1.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limits and coverage:

Per occurrence..... \$1,000,000

If a general aggregate limit applies, either the general aggregate limit shall apply separately to the project/location associated with contract resulting from this solicitation (ISO CG 25 03 or 25 04) or the general aggregate limit shall be at least twice the occurrence limit.

- 4.1.2 Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit            \$500,000

- 4.1.3 The District and its employees, agents, and officers must be named as additional insured on the general liability policy and vehicle liability policy to the extent of the District's interests arising from the contract.



- 4.1.4 Contractor must carry workers' compensation insurance in accordance with Chapter 440, F.S.) If Contractor does not carry workers' compensation coverage, Contractor must submit to the District both an affidavit stating that the Contractor meets the requirements of an independent contractor as stated in Chapter 440, F.S., and a certificate of exemption from workers' compensation coverage.
- 4.1.5 Professional liability (errors and omissions) insurance in a minimum amount of One Million Dollars (\$1,000,000).
- 4.1.6 Consignment Coverage must be for District property in the care, custody and control of the Vendor including property during transit. Policy limit must be no less than the total value of property transported and held for auction.
- 4.1.7 Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in any agreement resulting from this solicitation and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- 4.1.8 The Contractor must obtain certificates of insurance from any subcontractor otherwise the Contractor must provide evidence satisfactory to the District that coverage is afforded to the subcontractor by the Contractor's insurance policies.
- 4.1.9 Contractor must notify the District in writing of the cancellation or material change to any insurance coverage required by the Agreement resulting from this solicitation. Such notification must be provided to the District within five (5) business days of the Contractor's notice of such cancellation or change from its insurance carrier.

## **PART V - EVALUATION PROCEDURES**

- 5.1 REVIEW OF PROPOSALS.** Timely submitted proposals will be evaluated by five (5) representatives of the District (Evaluation Committee). Each representative will score each proposal by the criteria described in Section 5.2 below.

The Evaluation Committee will meet at a public meeting to be held at the Southwest Florida Water Management District, 2379 Broad Street, Brooksville, Florida 34604-6899. At this meeting, the Committee may select a short list of proposers to provide oral presentations to the Committee, or the Committee may finalize the rankings of the proposals.

Any person deciding to appeal any decision made by the District with respect to any matter considered at this meeting, will need a record of the proceedings, and that, for such purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

- 5.2 EVALUATION METHOD AND CRITERIA.** Proposals will be evaluated by the following criteria:

<b><u>CATEGORY</u></b>	<b><u>POINT RANGE</u></b>
<b>Organization Profile and Qualifications .....</b>	<b><u>0 - 25</u></b>
Contractor has: Established resources, equipment and qualified staff to complete the project (15*);	
Sufficient experience and positive past performance on similar projects (10*).	

**Methodology / Approach .....0 - 35**

Contractor has: A detailed solicitation response that is clear and concise, structured and organized, easy to read and navigate, that outlines their methodology and approach to completing the project and all requirements of this solicitation (20\*); Demonstrated the ability to meet project work schedule and time requirements for completion of the project (10\*); Availability to complete the project based on their recent, current and projected workloads (5\*).

**Technical Knowledge .....0 - 10**

Contractor has: A clear understanding of project goals and objectives (5\*); Quality, creativity and depth in their solicitation response (3\*); Effective project management, controls and communications (2\*).

**References or Letters of Recommendation .....0 - 5**

Contractor has: Positive feedback from references or letters of recommendation (3\*); Quality references from similar past projects (1\*); Responsive references that provided adequate feedback on contractor past performance (1\*).

**Fee Schedule .....0 - 25**

Contractor has: Reasonable costs for proposed services (10\*); Costs that are comparable to budget, estimated costs and/or market rates (10\*); Costs that are comparable to other solicitation responses (5\*).

**5.3 FINAL SELECTION.** Individual raw scores will be ranked with the top ranked Respondent receiving a rank of one (1). The individual rankings will be totaled. The successful Respondent will be the Respondent with the lowest total score based upon the rankings.

In the event of a tie, the raw scores will be totaled and the successful Respondent will be the Respondent with the highest cumulative raw score.

The District anticipates that on, or shortly after February 10, 2021, the Notice of Intended Decision will be posted on the District's Internet web site <http://www.watermatters.org/procurement>, at [www.demandstar.com](http://www.demandstar.com) and at 2379 Broad Street, Building No. 4, Lobby, Brooksville, Florida 34604-6899.

**ATTACHMENT 1  
SAMPLE AGREEMENT  
FOR  
AUCTIONEERING SERVICES  
RFP 2110**

AGREEMENT NO. \_\_\_\_\_

AGREEMENT  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND

\_\_\_\_\_  
FOR  
AUCTIONEERING SERVICES

THIS AGREEMENT is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and \_\_\_\_\_, a private corporation, whose address is \_\_\_\_\_, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the DISTRICT desires to engage the CONTRACTOR to provide LIVE and INTERNET ON-LINE AUCTION SERVICES as more particularly described in the DISTRICT'S Request for Proposal (RFP) No. 2110, Auctioneering Services, hereinafter referred to as the "PROJECT"; and

WHEREAS, the CONTRACTOR represents that it possesses the requisite skills, knowledge, expertise and resources and agrees to provide the desired services to the DISTRICT; and

NOW THEREFORE, the DISTRICT and the CONTRACTOR, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. INDEPENDENT CONTRACTOR.

Neither the DISTRICT nor any of its employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR'S employees, subcontractors or agents, except as set forth in this Agreement, and the CONTRACTOR expressly warrants not to represent at any time or in any manner that the CONTRACTOR or the CONTRACTOR'S employees, subcontractors or agents, are in any manner agents or employees of the DISTRICT. It is understood and agreed that the CONTRACTOR is and shall at all times remain as to the DISTRICT, a wholly independent contractor and that the CONTRACTOR's obligations to the DISTRICT are solely as prescribed by this Agreement.

2. PROJECT MANAGER AND NOTICES.

Each party hereby designates the individual set forth below as its respective Project Manager for matters arising under this Agreement. Project managers shall assist with PROJECT coordination and shall be each party's prime contact person. Notices shall be sent to the attention of each

party's Project Manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Project Manager for the DISTRICT:                      Kerri Meadors, Property Administrator  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 34604-6899

Project Manager for the CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any changes to the above representatives or addresses must be provided to the other party in writing.

3.     RESPONSIBILITIES AND COMPENSATION.

- 3.1.    CONTRACTOR shall perform the work described in the Scope of Services attached and incorporated as Exhibit A.
  
- 3.2.    This is a revenue generating agreement. CONTRACTOR shall receive a commission from the District as set forth in the Price Proposal Form attached and incorporated as Exhibit B. The CONTRACTOR shall remit auction proceeds to the DISTRICT within ten (10) business days of said auction's closing date. Any amounts owed Contractor shall be deducted from the amount remitted to the DISTRICT. CONTRACTOR shall remit the auction proceeds with sufficient backup information for the DISTRICT to confirm CONTRACTOR'S calculations and commission. CONTRACTOR'S submittal shall further include the following certification, and the CONTRACTOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the Auctioneering Services Agreement between the Southwest Florida Water Management District and \_\_\_\_\_ (Agreement No. \_\_\_\_\_), are allowable, allocable, properly documented, and are in accordance with the approved project budget."

- 3.3.    In the event any dispute or disagreement arises during the course of the PROJECT, including those concerning whether a deliverable should be approved by the DISTRICT, the CONTRACTOR will continue to perform the PROJECT work in accordance with the DISTRICT'S instructions and may claim additional compensation. The CONTRACTOR is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute with a request for additional information, additional compensation, or schedule adjustment, as appropriate, to the DISTRICT'S Project Manager no later than ten (10) days after the precipitating event. If not resolved by the Project Manager, in consultation with his or her Bureau Chief, the dispute will be forwarded to the Assistant Executive Director. The Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue a final determination. The CONTRACTOR will proceed with the PROJECT in accordance with the DISTRICT'S determination; however, such continuation of work will not waive the CONTRACTOR'S position regarding the matter

in dispute. No PROJECT work will be delayed or postponed pending resolution of any disputes or disagreements.

- 3.4. The DISTRICT may, in addition to other remedies available at law or equity, retain such monies from amounts due CONTRACTOR as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the DISTRICT. The DISTRICT may set off any liability or other obligation of the CONTRACTOR or its affiliates to the DISTRICT against any payments due the CONTRACTOR under any agreement with the DISTRICT. This paragraph shall survive the expiration or termination of this Agreement.

#### 4. CONTRACT PERIOD.

The Agreement will be effective upon execution by all parties and will remain in effect for three (3) years from the services start date of February 1, 2021, with the option for two (2) additional one (1) year renewal periods, unless terminated, pursuant to Paragraph 10 or 11 below, or as amended in writing by the parties.

#### 5. PROJECT RECORDS AND DOCUMENTS.

The CONTRACTOR, upon request, will permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the CONTRACTOR under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the DISTRICT, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The CONTRACTOR will maintain all such records and documents for at least five (5) years following completion of the PROJECT. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspection general if the findings result from an external auditor, or any litigation. The CONTRACTOR and any subcontractors understand and will comply with their duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

- 5.1. Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provide by law shall be upon the asserting party. To the extent required by Section 119.0701, F.S., the CONTRACTOR shall (1) keep and maintain public records required by the DISTRICT to perform the service; (2) upon request from the DISTRICT'S custodian of public records, provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the CONTRACTOR does not transfer the records to the DISTRICT; and (4) upon completion of this Agreement, transfer, at no cost to the DISTRICT, all public records in possession of the CONTRACTOR or keep and maintain public records required by the DISTRICT to perform the service. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. In the event any work is subcontracted, the CONTRACTOR shall similarly require each

subcontractor to maintain and allow access to such records for inspection, review, or audit purposes. If the CONTRACTOR transfers all public records to the DISTRICT upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT'S custodian of public records, in a format that is compatible with the information technology systems of the DISTRICT.

- 5.2. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-796-7211, ext. 5555, by email at [RecordsCustodian@swfwmd.state.fl.us](mailto:RecordsCustodian@swfwmd.state.fl.us) or at the following mailing address:**

**Public Records Custodian  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 34604-6899**

Any changes to the above contact information will be provided to the CONTRACTOR in writing.

- 5.3** This provision shall survive the termination or expiration of this Agreement.

**6. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.**

All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with DISTRICT funds or developed in connection with this Agreement will be and will remain the property of the DISTRICT.

**7. REPORTS.**

The CONTRACTOR will provide the DISTRICT with any and all reports, models, studies, maps, or other documents resulting from the PROJECT at no cost to the DISTRICT.

- 7.1** All original documents prepared by the CONTRACTOR are instruments of service and shall become property of the DISTRICT. The use of data gathered under this Agreement, excluding the data in the public domain, shall not be used in connection with other contracts or for other clients of the CONTRACTOR without the written permission of the DISTRICT. The CONTRACTOR will provide the DISTRICT with reproducible copies of all reports and other documents. Copies of electronic media used to store data shall be provided to the DISTRICT in a format suitable for hard copy print out. Reports, documents and maps obtained from other agencies in the course of executing the PROJECT will be considered the property of the DISTRICT and will be delivered by the CONTRACTOR to the DISTRICT upon the DISTRICT'S request and/or completion. The CONTRACTOR shall retain ownership and property interest in

its pre-existing intellectual property and pre-existing work products.

- 7.2 The CONTRACTOR shall make any patentable product or result of the Scope of Work and all information, design, specifications, data, and findings available to the DISTRICT. No material prepared in connection with the PROJECT will be subject to copyright by the CONTRACTOR. The DISTRICT shall have the right to publish, distribute, disclose and otherwise use any material prepared by the CONTRACTOR. Any use of materials or patents obtained by the DISTRICT under this Agreement for any purpose not within the Scope of Work of the CONTRACTOR pursuant to this Agreement shall be at the risk of the DISTRICT.
- 7.3 The provisions of this Paragraph 7 shall survive the expiration or termination of this Agreement.

8. INDEMNIFICATION.

The CONTRACTOR agrees to indemnify and hold harmless the DISTRICT and all DISTRICT agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney fees and costs and attorney fees and costs on appeal, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the CONTRACTOR'S performance under this Agreement. This provision shall survive the termination or expiration of this Agreement.

9. INSURANCE REQUIREMENT.

The CONTRACTOR must maintain during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under this Agreement until the DISTRICT has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the DISTRICT Agreement Number and Project Manager.

- 9.1. Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limit and coverage:

\$1,000,000 Per Occurrence

If a general aggregate limit applies, either the general aggregate limit shall apply separately to the project/location associated with this Agreement (ISO CG 25 03 or 25 04) or the general aggregate limit shall be at least twice the occurrence limit.

- 9.2. Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability per Person .....	\$100,000
Bodily Injury Liability per Occurrence .....	\$300,000
Property Damage Liability .....	\$100,000
or	
Combined Single Limit .....	\$500,000



- 9.3. The DISTRICT and its employees, agents, and officers must be named as additional insured on the general liability policy and vehicle liability policy to the extent of the DISTRICT'S interests arising from this Agreement.
- 9.4. The CONTRACTOR must carry workers' compensation insurance in accordance with Chapter 440, F.S. if applicable. If the CONTRACTOR hires or leases employees through a third party arrangement, the DISTRICT must have a certificate of workers' compensation coverage evidencing coverage for the CONTRACTOR from the third party. If the CONTRACTOR does not carry workers' compensation coverage, the CONTRACTOR must submit to the DISTRICT both an affidavit stating that the CONTRACTOR meets the requirements of an independent consultant as stated in Chapter 440, F.S. and a certificate of exemption from workers' compensation coverage.
- 9.5. Professional liability (errors and omissions) insurance in a minimum amount of One Million Dollars (\$1,000,000).
- 9.6. Consignment Coverage must be for District property in the care, custody and control of the Vendor including property during transit. Policy limit must be no less than the total value of property transported and held for auction.
- 9.7. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- 9.8. The CONTRACTOR must notify the DISTRICT in writing of the cancellation or material change to any insurance coverage required by this Agreement. Such notification must be provided to the DISTRICT within five (5) business days of the CONTRACTOR'S notice of such cancellation or change from its insurance carrier.
- 9.9. The CONTRACTOR must obtain certificates of Insurance from any subcontractor otherwise the CONTRACTOR must provide evidence satisfactory to the DISTRICT that coverage is afforded to the subcontractor by the CONTRACTOR'S insurance policies.

10. TERMINATION WITHOUT CAUSE.

This Agreement may be terminated by the DISTRICT without cause upon ten (10) days written notice to the CONTRACTOR. Termination is effective upon the tenth (10th) day as counted from the date of the written notice.

11. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party will provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and

describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement will automatically terminate. In addition, the initiation, either by CONTRACTOR or against CONTRACTOR, of proceedings in bankruptcy, or other proceedings for relief of debtors, or CONTRACTOR becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors will constitute a default by CONTRACTOR entitling the DISTRICT to terminate this Agreement as set forth above. The parties agree that this Agreement is an executory contract. If this Agreement is terminated due to CONTRACTOR'S default, the CONTRACTOR shall reimburse the DISTRICT for advance fees paid within fourteen (14) days of the termination of this Agreement. If, after termination by the DISTRICT, it is determined that the CONTRACTOR was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the DISTRICT under paragraph 10, above, entitled Termination Without Cause. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

12. RELEASE OF INFORMATION.

The CONTRACTOR agrees not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the DISTRICT'S Project Manager and Communications and Board Services Bureau Chief no later than three (3) business days prior to the interview or press release.

13. ASSIGNMENT.

Except as otherwise provided in this Agreement, CONTRACTOR may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the DISTRICT. If the CONTRACTOR assigns its rights or delegates its obligations under this Agreement without the DISTRICT'S prior written consent, the DISTRICT is entitled to terminate this Agreement. If the DISTRICT terminates this Agreement, the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the DISTRICT'S claim for damages.

14. LAW COMPLIANCE.

The CONTRACTOR will abide by and assist the DISTRICT in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.

15. AMERICANS WITH DISABILITIES ACT.

The CONTRACTOR certifies that it is in compliance with the Americans with Disabilities Act ("ADA") and the regulations thereunder prohibiting discrimination against persons with disabilities by the District, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this Agreement, CONTRACTOR represents or certifies that services, programs and activities provided under or through this Agreement: (i) shall be in compliance with the ADA and said regulations and (ii) shall, as applicable, conform with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA.

16. EMPLOYMENT ELIGIBILITY VERIFICATION.

The CONTRACTOR must utilize the U.S. Department of Homeland Security's Employment Verification (E-Verify) Program to verify the employment eligibility of CONTRACTOR employees performing work directly associated with this Agreement in accordance with the terms and conditions applicable to the E-Verify Program. If the CONTRACTOR uses subcontractors to furnish services directly associated with this Agreement, performed in the United States, in an amount greater than \$3,000, the CONTRACTOR must include the requirements of this provision (appropriately modified for identification of the parties) in each subcontract. Information on registration for and use of the E-Verify Program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

17. VENUE AND APPLICABLE LAW.

All claims, counterclaims, disputes, and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach of it will be decided in accordance with the laws of the State of Florida and by a court of competent jurisdiction within the State of Florida and Venue will lie exclusively in the County of Hillsborough. This provision shall survive the termination or expiration of this Agreement.

18. REMEDIES.

Unless specifically waived by the DISTRICT, the CONTRACTOR'S failure to timely comply with any obligation in this Agreement will be deemed a breach of this Agreement and the expenses and costs incurred by the DISTRICT, including attorneys' fees and costs and attorneys' fees and costs on appeal, due to said breach will be borne by the CONTRACTOR. Additionally, the DISTRICT will not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The DISTRICT'S waiver of any of the CONTRACTOR'S obligations will not be construed as the DISTRICT'S waiver of any other obligations of the CONTRACTOR. This provision shall survive the termination or expiration of this Agreement.

19. ATTORNEY FEES.

Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, F.S. This provision does not constitute a waiver of the DISTRICT'S sovereign immunity or extend the DISTRICT'S liability beyond the limits established in Section 768.28, F.S. This provision shall survive the termination or expiration of this Agreement.

20. SUBCONTRACTORS.

Nothing in this Agreement will be construed to create, or be implied to create, any relationship between the DISTRICT and any subcontractor of the CONTRACTOR.

21. DISADVANTAGED BUSINESS ENTERPRISES.

The DISTRICT expects the CONTRACTOR to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Agreement. Invoice documentation submitted to the DISTRICT under this Agreement must include information relating to the amount of expenditures made to disadvantaged businesses by the CONTRACTOR in relation to this Agreement, to the extent the CONTRACTOR maintains such information.

22. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.

23. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor 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, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, CONTRACTOR warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. CONTRACTOR further agrees to notify the DISTRICT if placement on either of these lists occurs.

24. SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria.

By signing this Agreement, the CONTRACTOR certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The CONTRACTOR agrees to notify the DISTRICT if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The DISTRICT may immediately terminate this Agreement at its option if the CONTRACTOR is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

25. ENTIRE AGREEMENT.

This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

26. SEVERABILITY.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

27. DOCUMENTS.

The following documents are attached or incorporated herein by reference and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement, then to the DISTRICT'S solicitation, then to the CONTRACTOR'S proposal to the solicitation.

Exhibit A Scope of Services  
Exhibit B Price Proposal Form  
DISTRICT'S Request for Proposals RFP 2110  
CONTRACTOR'S Proposal to RFP 2110

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: \_\_\_\_\_  
Amanda Rice, P.E. Date  
Assistant Executive Director

\_\_\_\_\_  
By: \_\_\_\_\_ Date  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Authorized Signatory

AGREEMENT  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
\_\_\_\_\_  
FOR  
AUCTIONEERING SERVICES

## ATTACHMENT 2

### PRICE PROPOSAL FORM FOR RFP 2110 AUCTIONEERING SERVICES

The Contractor shall provide all labor, equipment, transportation, manpower and other resources necessary to provide the goods or services in strict accordance with the scope of services, specifications defined in this solicitation for the amounts specified in this Price Proposal Form.

ITEM No.	DESCRIPTION	COMMISSION – LIVE (Percentage of Adjusted Gross Revenue Required by Contractor)*	COMMISSION – ON-LINE (Percentage of Adjusted Gross Revenue Required by Contractor)*
A.	Motor Vehicles	_____ %	_____ %
B.	Parts – Motor Vehicles and Equipment	_____ %	_____ %
C.	Heavy Equipment	_____ %	_____ %
D.	Computers	_____ %	_____ %
E.	Miscellaneous Items	_____ %	_____ %
		<b>LIVE</b>	<b>ON-LINE</b>
F.	Buyer Premium Fee (if any) to be paid by a successful buyer.	\$ _____	\$ _____
<b>PICKUP AND DELIVERY**</b>			
		<b>UNIT OF MEASURE</b>	<b>FLAT RATE</b>
G.	Truck and two (2) workers, including the driver, to load delivery and unload items.	Per Delivery	\$ _____
H.	Truck and three (3) workers, including the driver, to load delivery and unload items.	Per Delivery	\$ _____
		<b>UNIT OF MEASURE</b>	<b>FLAT RATE</b>
I.	Load, deliver, and unload an open-air carry transport vehicle capable of holding 9-10 motor vehicles.	Per Transport	\$ _____
J.	Load, deliver, and unload heavy equipment.	Each	\$ _____

Additional Information:

\* “Adjusted gross revenue” means the actual payments collected for items sold during the auction, less the applicable sales tax collected for such sales, any transportation costs and any buyer premium.

\*\* Pickup and delivery shall be performed:

The hourly rate becomes effective on arrival at the designated District location and concludes upon the completion of the unloading at the auctioneer’s facility.



**ATTACHMENT 2 (Cont.)**

**PRICE PROPOSAL FORM**  
**FOR**  
**RFP 2110 AUCTIONEERING SERVICES**

**\*\* Contractor assumes the risk of loss of damage to the District's property during possession of such property by the Contractor (immediately upon pickup at a District location or delivery by the District to Contractor's facility, as applicable), and until delivery to, and acceptance of, that property by the successful auction bidder. The Contractor shall immediately repair, replace or make good on the loss or damage without cost to the District, whether the loss or damage results from acts or omissions (negligent or not) of the Contractor, or a third party. A District location may be located within the District's sixteen (16) county boundaries. Contractor shall deliver items to Contractor's auction holding facility at a minimum of two weeks prior to the applicable Live or On-Line auction date.**

**Other Pricing Options:**

**Indicate other pricing options offered (i.e. if all of some of the commission could be transferred to the buyer, etc.) in the space provided below. Number each alternate pricing option and attach a separate sheet if necessary immediately following this page in your response.**

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**Recent Sales Prices for Similar Items:**

**(Insert recent sale prices for similar items)**

<b><u>DESCRIPTION OF EQUIPEMENT</u></b>	<b><u>AGE</u></b>	<b><u>RECENT SALES PRICE</u></b>
Computers by pallet	5 years	\$
Generator	7 years	\$
Desk	5 years	\$
Lawn Mower	7 years	\$
Dozer	10-12 years	\$
Air Boat	7 years	\$
A/C Units	5 years small unit – 15 years large unit	\$

**ATTACHMENT 3  
PUBLIC ENTITY CRIMES STATEMENT  
FOR  
AUCTIONEERING SERVICES**

**Sworn Statement Under Section 287.133(3)(a),  
Florida Statutes, on Public Entity Crimes**

This Statement must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

1. This sworn statement is submitted to Southwest Florida Water Management District by

\_\_\_\_\_  
(print individual's name and title)

for

\_\_\_\_\_  
(print name of entity submitting sworn statement)

Whose business address is

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (if the entity has no FEIN, include the Social Security number of the individual signing this sworn statement):

2. I understand that a "public entity crime" as defined in Section 287.1333(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287.133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287.133(l)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those

officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives; partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph (1) above is for the public entity only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO of any change in the information contained in this form.

CONTRACTOR: \_\_\_\_\_  
(Signature) Date

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_

Name typed/printed: \_\_\_\_\_

Notary Public, State of Florida Commission No: \_\_\_\_\_

My Notary Commission Seal:

**ATTACHMENT 4**  
**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**  
**FOR**  
**AUCTIONEERING SERVICES**  
**RFP 2110**

The Respondent certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Respondent's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
  - 2.1 The dangers of drug abuse in the workplace.
  - 2.2 The Respondent's policy of maintaining a drug-free workplace.
  - 2.3 Any available drug counseling, rehabilitation, and employee assistance programs.
  - 2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the work be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the proposal, the employee will:
  - 4.1 Abide by the terms of the statement.
  - 4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the District in writing, within ten calendar days after receiving notice under subparagraph 4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every Federal agency on whose activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.2, with respect to any employee who is so convicted:
  - 6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
  - 6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 6 above.

The Respondent may insert in the space provided below the site(s) for the performance of work done in connection with this specific proposal:

Place of Performance (Street address, city, county, state, zip code)

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Company: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Representative    Date

# ATTACHMENT 5 DISTRICT BOUNDARIES

