

**CONTRACT FOR
AUCTION SERVICES
RFP #21-0543B**

This is a contract between Lake County, Florida, a political subdivision of the State of Florida (COUNTY), by and through its Board of County Commissioners, and George Gideon Auctioneers, Inc., a Florida corporation (CONTRACTOR).

WITNESSETH:

WHEREAS, the COUNTY publicly submitted Request for Proposal (RFP) #21-0543 seeking firms or individuals qualified to provide auction services; and

WHEREAS, the CONTRACTOR wants to perform such services subject to the terms of this contract; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

THEREFORE, the parties hereby agree as follows:

1. The above recitals are true and correct and incorporated in this contract.
2. The purpose of this contract is for the CONTRACTOR to provide auctioneering and related services for the COUNTY (the "Service").
3. **Scope of Services.**

A. On the terms and conditions set forth in this contract, the COUNTY hereby engages the CONTRACTOR to provide all labor, materials and equipment to complete the Service in accordance with the Scope of Services, and any addenda attached and incorporated by reference as **Exhibit A**. It is understood that the Scope of Services may be modified by change order as the Service progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONTRACTOR upon request.

B. The CONTRACTOR shall coordinate and work with any other contractors retained by the COUNTY. The CONTRACTOR acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this contract.

4. **Term.**

A. This contract will commence on the date of the last party to sign it. This contract is for an initial one-year term with the option of two subsequent two-year renewals. Any renewal is contingent upon written mutual agreement.

B. The prices set forth in this contract will prevail for the full duration of the contract. Prior to completion of each exercised term, the COUNTY may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics. It is the CONTRACTOR'S responsibility to request in writing any pricing adjustment under this provision.

C. All work must be performed in accordance with good commercial practice. The work schedule and completion dates must be adhered to by the CONTRACTOR except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the CONTRACTOR. In these cases, the CONTRACTOR must notify the COUNTY of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the COUNTY. No additional days will be granted for rain delays.

5. **Payment.** This is a revenue generating contract. The CONTRACTOR will accept as full and complete payment for the timely and complete performance of its obligations under this contract a commission as provided in the pricing sheet attached as **Exhibit B**. CONTRACTOR will remit to the COUNTY the remaining auction proceeds within 14 business days after the auction closing date.

6. **Key Personnel.** The CONTRACTOR agrees that each person listed or referenced in the qualifications package shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case the CONTRACTOR must be able to promptly CONTRACTOR a qualified replacement. In the event the CONTRACTOR desires to substitute personnel, the CONTRACTOR shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this contract.

7. **E-Verify.** The CONTRACTOR must utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the CONTRACTOR during the term of this contract. The CONTRACTOR must include in all contracts with subcontractor performing work pursuant to any contract arising from this contract an express requirement that the subcontractor utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractor during the term of the contract.

8. **County Responsibilities.** The COUNTY will pay in accordance with the provisions set forth in this contract. The COUNTY retains the right to inspect all work to verify compliance with this contract.

9. **Termination.**

A. Termination for Convenience. This contract may be terminated by the COUNTY upon 30 calendar days' written notice to the CONTRACTOR; but if any work, service or task under this contract is in progress but not completed on the date of termination, then this contract may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted. In the event this contract is terminated or cancelled upon the request and for the convenience of the COUNTY with the required 30 calendar days' written notice, the COUNTY will reimburse the CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. This contract may be terminated by the COUNTY due to the CONTRACTOR'S breach of a material term of this contract, but only after the COUNTY has provided CONTRACTOR with 10 calendar days' written notice for the CONTRACTOR to cure the breach and its failure to do so. If any work, service or task under this contract is in progress but not completed on the date of termination, then this contract may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this contract will be terminated and the CONTRACTOR will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/tasks delivered under this contract.

10. **Assignment of Contract.** This contract may not be assigned except with the written consent of the COUNTY'S Procurement Services Director. No such consent will be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment will under any circumstances relieve the CONTRACTOR of liability and obligations under this contract and all transactions with the COUNTY must be through the CONTRACTOR. The CONTRACTOR must notify and obtain prior written consent from the COUNTY prior to assignment of this contract as a result of acquisition, sale, or hostile takeover of CONTRACTOR. Any assignment or transfer because of sale, acquisition, or hostile takeover without the prior consent of the COUNTY may result in termination of this contract for default.

11. Insurance.

A. CONTRACTOR will purchase and maintain at all times during the term of this contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

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

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability Included	

- ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000
- iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.
- iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000
- v. Professional liability and specialty insurance (medical malpractice, engineers, architect, CONTRACTOR, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD
OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractor are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

12. **Indemnity.** The CONTRACTOR will indemnify and hold the COUNTY and its agents, officers, commissioners and employees harmless for any damages resulting from failure of the CONTRACTOR to take out and maintain the above insurance. Additionally, the CONTRACTOR agrees to indemnify, and hold the COUNTY, its agents, officers, commissioners, and employees, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of the CONTRACTOR, its agents, employees or representative, in the performance of the CONTRACTOR'S duties as set forth in this contract.

13. **Independent Contractor.** CONTRACTOR, and all its employees, agree that they will be acting as an independent CONTRACTOR and will not be considered or deemed to be an agent, employee, or partner of, or in a joint venture with, the COUNTY. CONTRACTOR will have no authority to contract for or bind the COUNTY in any manner and will not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon on resulting from the award or making of this contract.

14. **Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

15. **Conflict of Interest.** The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this contract, or which would violate or cause others to violate

the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, the CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONTRACTOR conducted here and that no such person may have any such interest at any time during the term of this contract unless approved by the COUNTY.

16. **Retaining Other Contractors.** Nothing in this contract will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this contract.

17. **Accuracy.** The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished under this contract. The CONTRACTOR will, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided in this contract.

18. **Additional Services.** Services not specifically identified in this contract may be added to the contract upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONTRACTOR or to acquire the items from another vendor through a separate solicitation.

19. **Right to Audit.**

A. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit, by any auditor of the COUNTY'S choosing. The CONTRACTOR will provide access to all of its records, which relate directly or indirectly to this contract at its place of business during regular business hours. The CONTRACTOR will retain all records pertaining to this contract and upon request make them available to the COUNTY for three (3) complete calendar years following expiration of the contract. The CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit must be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONTRACTOR'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed 90 calendar days, from presentation of the COUNTY'S audit findings to the CONTRACTOR.

20. **Public Records.**

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONTRACTOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR will comply with the Florida Public Records' laws, and will:

- i. Keep and maintain public records required by the COUNTY to perform the services identified herein.

- ii. Upon request from the COUNTY'S custodian of public records, provide the COUNTY 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 for by law.
- iii. 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 contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
- iv. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

21. **Force Majeure.** The parties will exercise every reasonable effort to meet their respective obligations under this contract, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, pandemic, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

22. **License.** The CONTRACTOR must remain appropriately licensed throughout the course of the Service. If the CONTRACTOR employs the services of a subcontractor, the CONTRACTOR must ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this contract.

23. **Applicable Law.** This contract is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this contract will lie solely in Lake County, Florida. The CONTRACTOR hereby waives its right to a jury trial for any action arising from this contract. Arbitration will not be used as a means of dispute resolution.

24. The captions utilized in this contract are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this contract.

25. This contract will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

CONTRACT FOR AUCTION SERVICES, RFP # 21-0543B

26. This contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties.

27. The failure of any party at any time to enforce any of the provisions of this contract will in no way constitute or be construed as a waiver of such provision or of any other provision of this contract, nor in any way affect the validity of, or the right to enforce, each and every provision of this contract.

28. The CONTRACTOR must comply with all Federal, State and local laws, rules and regulations.

29. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

30. With the consent of the CONTRACTOR, other agencies may make purchases in accordance with the contract. Any such purchases will be governed by the same terms and conditions as stated in this contract. Although this contract is specific to a department of the COUNTY, it is agreed and understood that any department of the COUNTY may avail itself of this contract and purchase any and all items specified in this contract at the contract prices established in this contract. A contract modification will be issued by the COUNTY identifying the requirements of the additional COUNTY departments.

31. The CONTRACTOR will be the prime CONTRACTOR for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONTRACTOR will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this contract. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors may be made without consent of the COUNTY. The CONTRACTOR will be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractors are self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

32. The invalidity or unenforceability of any particular provision of this contract will not affect the other provisions of this contract, and this contract must be construed in all respects as if such invalid or unenforceable provisions were omitted.

33. Wherever provision is made in this contract for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to the CONTRACTOR:

George Gideon Auctioneers, Inc.
P.O. Box 1179
Zellwood, FL 32798

If to the COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

With a copy to:

County Attorney
Lake County Administration Building
315 West Main Street, Suite 335
Post Office Box 7800
Tavares, Florida 32778-7800

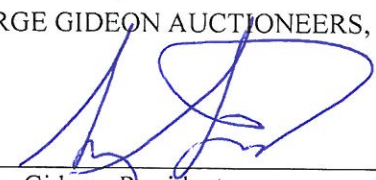
34. Each party may change its mailing address by giving to the other party, by hand delivery, United States registered or certified mail, notice of election to change such address.

35. **Scope of Contract.** This contract is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties notwithstanding any representations, statements, or contracts to the contrary previously made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications. This contract contains the following attachments, all of which are incorporated in this contract:

Exhibit A Scope of Services
Exhibit B Pricing

IN WITNESS WHEREOF, the parties through their authorized representatives have signed this contract on the dates under each signature.

GEORGE GIDEON AUCTIONEERS, INC.

By: 

George Gideon, President
License # AU672

This 5th day of January, 2022.

LAKE COUNTY, FLORIDA, through its
INTERIM COUNTY MANAGER

Jennifer Barker, Interim-County Manager

This ____ day of _____, _____.

Approved as to form and legality:

Melanie Marsh, County Attorney

EXHIBIT A – SCOPE OF SERVICES

21-0543

AUCTION SERVICES

1. SCOPE OF SERVICES

AUCTIONEER (Contractor) shall:

- 1.1. Be licensed as an Auctioneer by the State of Florida,
- 1.2. Be a licensed dealer to sell titled vehicles in the State of Florida,
 - 1.2.1. Be responsible for title transfers and all requirements of the State of Florida,
 - 1.2.2. Possession of an Auctioneer Surety Bond or, License and Permit Bond,
- 1.3. Comply with all applicable local, state, and federal laws and regulations,
- 1.4. Sell property to the highest responsible bidder,
- 1.5. Dispose of unsold items,
 - 1.5.1. There shall be no cost to the County for any disposition,
- 1.6. Perform all tasks relating to auction services including but not limited to:
 - 1.6.1. Presale advertising/marketing,
 - 1.6.2. Consolidation and arrangement of items in the best sale order,
 - 1.6.3. Tag and assign lot numbers,
 - 1.6.4. Register bidders,
 - 1.6.5. Conduct and monitor auctions,
 - 1.6.6. Issue receipts for payments.
- 1.7. Maintain records and reports considered necessary by the County, other than those routinely provided by the Contractor;
 - 1.7.1. Reports shall provide information electronically on the sold items including a description of the item, sale price, related expenses, commission rate, and the total revenue to the County;
 - 1.7.2. Submit a sample report that supports this information;
- 1.8. Keep records of all financial matters pertaining to auctions in accordance with generally accepted accounting principles;
 - 1.8.1. Financial records shall be available to the County or any other governmental agency with jurisdiction for audit, as such reasonable times and places as the County shall designate.
- 1.9. Maintain a mailing list of prospective buyers and mail/e-mail information on a regular basis to the prospective buyers to ensure interest in the process and to ensure participation from a wide variety of persons;
- 1.10. Maintain an active website and post auction information or brochures with a sales schedule, if applicable, on said website;
- 1.11. Include County's items on Contractor's website;
- 1.12. Coordinate with the Fixed Assets/Surplus Specialists timely pick up/transport of surplus.

EXHIBIT A – SCOPE OF SERVICES

21-0543

AUCTION SERVICES

- 1.12.1. ALL surplus shall be removed from County property. No auctions on County property. No bidders/buyers on County property.
 - 1.12.2. Be responsible for items once removed from County location(s).
 - 1.12.3. Services shall include, but not be limited to, loading, unloading, transporting property to the auction site, and temporary storage.
 - 1.12.4. Require all staff have identification in the form of a company logo shirt, badge, or vest when on County property.
- 1.13. Provide training and instruction to County staff pertaining to the implementation of the auction process at no cost.

2. CONTRACTOR'S RESPONSIBILITIES.

- 2.1. Pick up surplus from County location(s).
 - 2.1.1. Primary locations:
 - 2.1.1.1. Facilities Warehouse: 32400 County Road 473, Leesburg 34788
 - 2.1.1.2. Fleet Facility: 20423 Independence Blvd., Groveland 34736
 - 2.1.2. Other County locations as in the best interest of the County.
 - 2.1.3. Surplus items shall be picked up from County locations within ten (10) business days.
- 2.2. Provide an auction site within an eighty (80) mile radius of the County's Facility Warehouse to ensure residents of the County attendance without undue travel.
 - 2.2.1 Depending on size, store all items under roof and in-doors and/or a secured area
- 2.3. Be open and available to the public per the County's policy for sale of surplus items with no admission fees, access charges or bid deposits.
- 2.4. Surplus items must be online and available for auction within thirty (30) days of receipt of surplus items.

3. COUNTY RESPONSIBILITIES.

- 3.1. Notify Auctioneer when surplus is ready
- 3.2. Identify location of surplus
- 3.3. Provide an inventory of surplus.

4. MISCELLANEOUS

- 4.1. Auctions conducted on behalf of the County shall charge no buyer's premium.
- 4.2. Commission rates shall be as a percentage of the gross sales.
- 4.3. Commissions shall include all costs associated with the auction activities including, but not limited to, printing and mailing/e-mailing of auction brochures, newspaper advertising, trade

EXHIBIT A – SCOPE OF SERVICES

21-0543

AUCTION SERVICES

magazine advertisements, electronic advertisements, bidder registration forms, collection, transportation, storage, and conducting the auction.

4.4. Provide rates for the following categories:

4.4.1. All titled items.

4.4.2. All non-titled items, including, but not limited to, motorized items such as tractors, mowers, generators, welders.

4.4.3. All office furniture and equipment, small tools, electronic and miscellaneous equipment, and items.

4.4.4. All Heavy Equipment items.

4.4.4.1. Some heavy equipment may be taken to separate auctions as deemed in the best interest of the County.

4.4.5. All items sold at auction will be sold “AS IS, WHERE IS”. County will not warrant condition, merchantability or fitness of items sold at auction. This information shall be made a part of the auction advertisement, posted in sales areas, and made available to the general public upon request.

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REAL FLORIDA • REAL CLOSE
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Auction Services

08/16/2021

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

- Q1. Section 1.12.1 states “ALL surplus shall be removed from County property. No auctions on County property. No bidders/buyers on County property”. In our experience there have been the rare times that certain items which are not advantageous for the county or vendor to move to their facility (very large equipment, boats, fill dirt, etc.). In those rare instances can the item(s) be sold on County property?
All surplus shall be removed from County property to be auctioned. With prior County Project Manager permission, heavy equipment may be left on County property during the auction and picked up within thirty (30) days after the auction closes by the buyer if accompanied by Contractor. County reserves the right to charge a storage fee after the initial thirty (30) day period. Contractor shall be responsible to any damage done to County property during pick up.
- Q2. Section 1.12.3 states that “Services shall include, but not be limited to, loading, unloading, transporting property to the auction site, and temporary storage”. If items are driven via a dealers/transporters tag on the road will the same insurance limits of \$1,000,000 be required on the dealers/transporter’s tags to properly insure the county should anything happen? And who is responsible for County property if contract Auctioneer drives vehicles to their facility and damage them or get in an accident along the way? Or will all items have to be transported via towing to negate any transportation damages or accident liability?
Exhibit B – Insurance Requirements auto liability remains as described regardless if transported via dealer tag or not. Contractor is responsible to ensure any subcontractor complies with the County’s limit requirements.
- Q3. For items at the county facility that need to be loaded onto a truck via forklift, will the county load said items with a forklift?
Yes, by authorized County forklift drivers only.
- Q4. As per 2.2.1 “Depending on size, store all items under roof and in-doors and/or a secured area” does this mean that all items such as office furniture, electronics, and other items that maybe depreciated rapidly by being in the open elements **MUST** be stored in a safe place out of the elements?

Yes. Contractor shall protect the value of all items so the County receives the best possible price.

- Q5. As per 2.3 “Be open and available to the public per the County’s policy for sale of surplus items with no admission fees, access charges or bid deposits”. Does this extend to all Auctions (Live and On-Line) that are conducted by the Vendor? And can a bid deposit be required if a customer has been delinquent and not paid with regards to payments in the past?

This extends to all auctions conducted. A bid deposit may be allowed based on existing customer’s past delinquencies.

- Q6. As per 4.1 “Auctions conducted on behalf of the County shall charge no buyer’s premium”. Does this include any fees such as credit card processing fees? Or OnLine purchasing fees?

Yes.

- Q7. Does the County currently lease any vehicles that wouldn’t be offered for Auction?

Yes. The County’s light duty fleet is mostly leased and will not be disposed of through this contract.

- Q8. Must the contractor submit sales tax to the State on the County’s behalf?

Contractor is responsible to submit all sales tax to the State on the County’s behalf.

- Q9. On the pricing sheet it asks for the rate for:

- Pickup of items (load) less than 3/4 ton
- Pickup of items (load) 3/4 to one ton
- Pickup of items (load) greater than one ton

But we were under the impression that the contractor furnishes the transportation services included within the commission charged to the county, was this a typo?

Contractor is responsible to transport items at no additional cost to the County.

- Q10. Under the insurance requirements #5, is it a necessary requirement? We sell for 70+ Government Agencies that do not require errors and omission policies. Can it be omitted?

Professional Liability and specialty insurances are not required.

This sentence:

Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

shall be removed from Exhibit B – Insurance Requirements.

- Q11. As an online auctioneer, we do not possess an Auctioneer’s license for the State of FL, although we regular sell titled vehicles, we are not licensed within the State of FL, we do not provide title transfer services, we do not have an Auctioneer Surety Bond or Licenses and Permit Bond, we do not dispose of unsold items but they may be relisted at no charge, the way we operate surplus is kept on your property and buyers pick it up once they pay, and we do not pick up surplus as it is kept on your property. Can these requirements be omitted?

No. These requirements remain as part of the solicitation requirements.

ACKNOWLEDGEMENT

Firm Name: George Gideon Auctioneers Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *George Gideon*

Date: 8/19/2021

Print Name: George Gideon

Title: President

Primary E-mail Address: george@ggauctions.com

Secondary E-mail Address: admin@ggauctions.com



REAL FLORIDA • REAL CLOSE
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Auction Services

08/20/2021

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

- Q1. Under Section 4.1 in the Scope of Services, it is stated that auctions conducted on behalf of the County shall charge no buyers premium. If it is proven that charging a buyer's premium, in addition to, or in lieu of a seller's premium, will in no way negatively impact, and even positively impact, the values of the items sold and therefore bring more taxpayer value to Lake County, will the County consider that type of proposal?

No. Exhibit A – Scope of Work stands as written.

- Q2. Noticed when filling out the pricing sheet, some of the boxes only allow numbers and some only allow currency. I tried to put a % and a decimal in one box and it won't allow it.

A revised Attachment 2 – Pricing Sheet has been uploaded to the website and the cells from line items 1-10 have been updated to “General” to allow of the percentage and decimal points to be used if necessary.

ACKNOWLEDGEMENT

Firm Name: George Gideon Auctioneers Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *George Gideon*

Date: 8/23/2021

Print Name: George Gideon

Title: President

Primary E-mail Address: george@ggauctions.com

Secondary E-mail Address: admin@ggauctions.com

Type Your Firm's Name Here

SAVE AND SUBMIT AS AN EXCEL FILE

The Contractor will furnish all labor, materials, tools, transportation and equipment necessary to provide services to County. Services will be performed in accordance with specifications listed and implied.

Alterations to locked cells may result in disqualification of submission.

ITEM #	ITEM DESCRIPTION	RATE
1	Titled items:	*12.5%
2	Non-titled, motorized items including, but not limited to, tractors, mowers, generators, and welders	*15%
3	Office furniture and equipment including, but not limited to, small tools, electronic and miscellaneous equipment and items	*40%
4	Heavy equipment items	*15%
5	Pickup of items (load) less than 3/4 ton	0
6	Pickup of items (load) 3/4 to one ton	0
7	Pickup of items (load) greater than one ton	0

ITEM #	MISCELLANEOUS FEES and JUSTIFICATION	RATE
8	*fee adjustments for any agency outside of Lake County may apply	
9		
10		

PHYSICAL AUCTION SITE ADDRESS

2753 N Hwy 441 Zellwood, FL 32798

PROVIDE THE FOLLOWING SIZING:	
WAREHOUSE (Square Feet)	YARD - (Acres)
8000	13

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes.

This is an indefinite quantity contract with no guarantee use of services. The County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.