

**AGREEMENT FOR
ONLINE AUCTION/LIVE AUCTION SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Royal Auction Group, Inc., a Florida corporation, whose address is 7061 Alico Road, Fort Myers, FL 33912, and whose federal tax identification number is 59-1308949, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase Online and Live Auction Services from the Vendor in connection with "Online Auction/Live Auction Services- Annual" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP220083ACN on January 7, 2022 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision on March 7, 2022; and,

WHEREAS, the Vendor has reviewed the services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all services for the purchase, a more specific description of the Special Conditions and Project Scope of Services is set forth in Sections 1 through 3 of the Special Conditions and Sections 1 through 2 of the Scope of Work/Detailed Specifications section of RFP220083ACN, the said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP220083ACN, as modified by its addendum, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue for one (1) three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be May 29, 2022.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement 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 the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County, 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 in Chapter 119, Florida Statutes, or as otherwise 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; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-

contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

- C. The County reserves the right to require Vendor to repay amounts previously accrued by the Vendor during the commission of the services due to untimely completion of services, inadequate completion of services, or lack of completion of services and the Vendor shall comply with such demand within 10 calendar days of the close of auction.
- D. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to

the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Title: George Frazier
COO

Address: 7061 Alico Road
Fort Myers, FL 33912

Telephone: 239-936-4121

Facsimile: N/A

Email: gfrazier@RoyalAuctionGroup.com

County's Representative

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Procurement Management Director</u>
Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>	
Telephone:	<u>(239) 533-2221</u>	<u>(239) 533-8881</u>
Facsimile:	<u>(239) 485-2262</u>	<u>(239) 485-8383</u>
Email:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. County's Purchase Order
 - 3. Solicitation
 - 4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

ROYAL AUCTION GROUP, INC.

Signed By: *Carolyn Thurman*
Print Name: Carolyn Thurman

Signed By: *George Frazier*
Print Name: GEORGE FRAZIER
Title: C.O.O.
Date: 3/17/22

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: *[Signature]*
CHAIR

DATE: 5-19-22

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: *Melissa Butler*
Melissa Butler
Deputy Clerk

Commissioner Cecil L. Pendergrass, Chairman
Lee County Board of County Commissioners
District 2



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: *[Signature]*
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

SCOPE OF WORK/DETAILED SPECIFICATIONS

1. GENERAL SCOPE

- 1.1. Vendor shall provide online and/or live auction services. The County seeks to dispose of excess/surplus property to increase revenues while decreasing the cost of storing unwanted or obsolete items. The County's intent is to obtain secure pricing for online auction services as well as live auction services, on-site and/or off-site, for the County.
- 1.2. The items auctioned range from boats, passenger vehicles (automobiles, pick-up trucks, vans, SUVs, work trucks, transit buses, cutaway vans, etc.) heavy duty vehicles/work equipment, office equipment and furniture, personal computers, miscellaneous equipment, obsolete vehicle parts, and found property, as well as other miscellaneous items. Items are to be auctioned off individually unless specifically requested to be auctioned as a lot. No Guarantee is expressed or implied as to the total quantity or value of items to be sold under the resulting contract(s).

2. DETAILED SPECIFICATIONS

2.1. General Auction Services Responsibilities

- 2.1.1. Auctions shall be open to the public.
- 2.1.2. County shall have the right to set a minimum and reserve, as deemed necessary. Bidding intervals, minimum opening, and reserve bid pricing shall be set by the County for no additional fee.
- 2.1.3. Vendor shall maintain a database of all auctions and make available to the County, upon request. Database information available upon request, may include but not be limited to, auction records including the ability to itemize sales reports by department and funding code, bid history, number of bidders, number of views, an itemized record of sales including sale price and applicable fees.

Sample Reports

- Paid for/Picked Up
- Sold Assets
- Invoicing
- Current Bid
- Asset Status

2.1.4. Auction Reports

- 2.1.4.1. A computer-generated report shall be submitted by Vendor within seven (7) business days with the check no later than ten (10) calendar days following the auction. The electronic report shall include a completed description of all items as follows:
 - Number of lots sold.
 - Sale price.
 - Commission charged and net proceeds.
 - Lot description including the County serial/asset numbers (as applicable) and tracking numbers from the report submitted by the County.
 - Itemized report by Department if requested.

- Vendor shall provide a reporting feature that allows the County to select the common/primary fields to generate auction reports.
- 2.1.5. Sale of property shall be to the highest bidder and a second chance offer to the next highest bidder should be available, at County's discretion, should the highest bidder default.
- 2.1.6. Payment and removal of auctioned items shall not exceed 10 calendar days.
- 2.1.7. Vendor shall collect and guarantee payments when an item has been auctioned.
- 2.1.8. Vendor shall be licensed to perform public auctions in the State of Florida and be capable of submitting proof of such license.
- 2.1.9. Vendor shall be responsible for obtaining any permits required to conduct auctions in the State of Florida, if applicable.
- 2.1.10. Items to be auctioned shall be sold in their entirety, "as is" "where is" and no warranties expressed or implied, with removal being the responsibility of the bidder.
- 2.1.11. Vendor shall inspect County items to ensure all County branding logo decals have been removed. If any item contains a County logo decal Vendor shall remove them.
- 2.1.12. Vendor shall collect all sales tax and make restitution to the State in accordance with all requirements.
- 2.1.13. Vendor shall have a system in place to vet qualified bidders, verify their information, and identify and remove bidders that fail to complete a transaction or demonstrate false bidding practices.
- 2.1.14. County reserves the right, at its sole discretion and when deemed in the best interest of the County to dispose of surplus property by means other than awarded Vendor.
- 2.1.15. **Labor and Equipment to be provided by the County**
- Storage of Auction items until sold however temporary storage may be required by the Vendor for certain items at the County's sole discretion.
 - Provide complete descriptions including any major known defects.
 - Provide Digital pictures (at least four showing all sides of item).
 - Title paperwork
- 2.1.16. **Marketing and Advertising**
- 2.1.16.1. Unless otherwise requested or approved by the County, the Vendor shall advertise the County's auctions, Pursuant to Florida Statute 274.06 Tangible Personal Property Owned by Local Governments, an advertisement shall be published not less than 1 week no more than 2 weeks prior to the sale in a newspaper having a general circulation in Lee County.
- 2.1.16.2. Vendor shall also provide County a copy of the affidavit of the published advertisement to the County.

2.1.16.3. Vendor shall market County auctions on its websites, any partnering online auction sites and partnering websites. Vendor, as applicable, shall market/advertise nationally. Vendor shall provide additional specialized marketing services for unusual, specialty, or items that are generally difficult to sell.

2.2. Online Auction Responsibilities

- 2.2.1. Vendor shall provide a comprehensive web-based auction system that is capable of conducting online auctions 24 hours a day, 7 days a week.
- 2.2.2. The dates and times of the auctions shall be established at the discretion of the County.
- 2.2.3. The system shall allow the County to conduct auctions as often as the County requires. The Vendor shall have processing centers in place to handle the County's auctions.
- 2.2.4. Bids shall be accepted and received online for the entire timeframe from the posting date until closing.
- 2.2.5. Bidder inquiries and County responses shall be capable of being made, posted, and viewed online for public viewing. Bidder inquiries must be provided promptly to the County. Notification of these inquiries shall be made to the County via email and without the need for the County to be logged into the Vendor's site. Prompt notification provided via email shall include the Bidder's inquiry with a link to the question-and-answer section of the items auction page.
- 2.2.6. Auction site must allow for pictures, videos, documents, or other media to be attached to the items auction page. The number or type of media shall not be restricted without prior approval from the County.
- 2.2.7. County auction items submitted for auction shall be ready to upload to the Vendor's site immediately unless approval of additional time is granted by the County due to special circumstances.
- 2.2.8. Auction shall include an "on hold" status for items to allow auction items to be prepositioned for an upcoming auction and be easily moved to the "at auction" status.
- 2.2.9. The system shall be capable of including County defined disclaimers related to the sale, collection, viewing, and condition of all items, e.g., item description, AS IS WHERE IS, payment terms, etc.
- 2.2.10. The system must allow for templates to be created related to core auction information or disclaimers that are likely to be included in all or most auctions, e.g., County information, terms for payment, pick-up instructions, etc. These templates should be easily populated into each auction, as needed.
- 2.2.11. The System shall have the ability, if chosen by the County, to auto extend an auction if bids are made within the final 3 minutes of the auction and continue until no bids are received within 3 minutes of the auction.
- 2.2.12. Auction bid histories and the number of viewers that have visited the item's page shall be provided in real-time for each auction and be included as fields in the reporting feature.

- 2.2.13. The total current bid price, including any bidder fees or any other applicable fees shall be listed on the auction item page and be clearly defined.
- 2.2.14. Item auction page shall include the full description of the item, all attached media, the terms for inspection, payment, removal, County's special instructions, and other disclaimers provided by the Vendor and/or the County.
- 2.2.15. Auctions shall be able to be withdrawn at any time prior to the final sale without additional costs to the County.
- 2.2.16. Changes to auctions shall be allowed at any time prior to receiving a bid on that item.
- 2.2.17. Vendor shall maintain a customer service pool that is capable of answering technical questions and provide County staff with training or assistance with posting items, as needed.
- 2.2.18. The County will collect all appropriate item information and populate the descriptions and auction schedules for each item's specific online auction page.
- 2.2.19. Upon pick up and confirmation of full payment, County will provide the winning bidder with a bill of sale, a certificate of origin, or a signed title, depending on the type of item auctioned.
- 2.2.20. **After Auction Coordination and Property Pick Up**
 - 2.2.20.1. Vendor shall notify the winning bidder and provide them with verification of their winning bid immediately after the auction closes (electronically).
 - 2.2.20.2. The Vendor shall provide the County with a copy of the winning bidder notification; including the name, contact information, and associated bid details immediately following the sale (electronically).
 - 2.2.20.3. The Vendor shall handle item disputes involving bidding process or payment and assist the County with the collection of funds from nonresponsive bidders that fail to make contact or submit payment to the County after the auction and grace period has expired.
 - 2.2.20.4. If the County elects to collect all payments and fees, the Vendor shall provide a monthly itemized invoice for auction fees related to the items auctioned within that month. The invoice shall include, at a minimum, the item's asset and/or serial numbers, the total sale amount, the net auction results, and the bidder fees that should be remitted to the Vendor. Invoices should include any current or previous credits and shall not include charges for unsold items and are subject to review and approval by the County.

2.3. **Live Auction Services**

- 2.3.1. Vendor shall maintain an active website and post auction brochures with sales schedules on said website and handout materials.

- 2.3.2. Vendor shall answer all inquiries made in regard to items from potential bidders.

- 2.3.3. Live Auction Services shall include the pickup of County surplus items at multiple locations County-Wide. Surplus property shall be scheduled with the County for pick up, as the pickup requirements may vary. Vendor shall provide on-site auction and/or off-site auctioneering services. Simulcast (on-line bidding) may be used during live auctions.
- 2.3.4. Transportation of the items for auction is the Vendor's responsibility and shall be provided at no cost to the County. Vendor shall contact the County's representative prior to the anticipated pickup to schedule date, time and route. Vendor shall be responsible for coordinating with a County representative at each pickup site. Services shall include but not be limited to loading, unloading, transporting property to the auction site and temporary storage.
- 2.3.5. Vendor shall bear all responsibility for any damages once materials, vehicles, equipment, etc. are picked up.
- 2.3.6. The County reserves the right to have the Vendor pickup and temporarily store auction items until said items are successfully auctioned off.
- 2.3.7. Vendor shall be licensed in the State of Florida as an auto dealer and shall be responsible for all vehicle title transfer at the time of sale.
- 2.3.8. Vendor shall be responsible for coordination of all auction activities with the County. The primary County contact shall be with the County's Project Manager pertaining to the Department supplying the surplus auction items.
- 2.3.9. Vendor shall offer suggestions, on a timely basis, for maximizing sale value of items.
- 2.3.10. County reserves the right to add/delete items from the list.
- 2.3.11. Vendor shall handle any disputes that arise during the auction and shall ask for the assistance of the County's Project Manager for the requesting Department, if required for resolution.
- 2.3.12. County may provide an inventory of items to be auctioned with basic (make, model, year, serial number, condition of item) information.
- 2.3.13. County may provide a site coordinator for each pickup site and for the transportation of the vehicles with the Vendor.
- 2.3.14. County will provide the Certificate of Ownership and all other documents necessary to transfer the title for motor vehicles, trailers and equipment.
- 2.3.15. Upon mutual agreement between the County and Vendor vehicles may not be offered at auction unless the Certificate of Ownership or the Florida Division of Motor Vehicles document requirements and all other documents necessary to facilitate a transfer of title for motor vehicles, trailers and equipment are submitted prior to sale.

2.3.16. Disposal After Sale

- 2.3.16.1. Unless otherwise directed by the County, vehicles that have been sold by Vendor and unclaimed by buyers shall be scheduled to be sold at the next available auction, at no additional cost to the County. Disposal of all other items that do not sell the Vendor shall coordinate with the County for pickup of such items.
- 2.3.16.2. For any unsold item, the Vendor may be given the opportunity to re-auction the item at a later time, if mutually agreed upon between the County and Vendor.

End of Scope of Work/ Detailed Specifications

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. DEFINITIONS

- 1.1. Lee County Government, Seller, herein known as County.
- 1.2. Auction Company, Auctioneer, herein known as Vendor and/or Proposer.
- 1.3. Buyer, purchaser of auctioned item, herein known as bidder.

2. MASTER CONTRACT NOTICE

- 2.1. This is a "Master" Agreement, which is not for any specific project. Work to be performed under this contract will be authorized and scheduled by the requesting department. The requesting County department reserves the right to provide additional project clarification details. Such items shall be minor in nature such as providing for service completion dates, delivery, and pick-up locations, and working hours, number of items, etc.

3. PRICING

- 3.1. Vendor may submit a proposal for online auctions, live auctions or both. It should be detailed in the proposal stating clearly whether online auction, live auction, or both types of auctions are being proposed.
- 3.2. Provide on company letterhead an itemization of the services your firm is offering. Itemization shall indicate, at a minimum, services for the auction service or type of auction service being offered, as requested within Submittal Requirements and Evaluation Criteria section.
- 3.3. The following items/services shall be performed by the Vendor at no additional cost to the County:
 - The County shall not be charged for any item not sold.
 - The County shall not be charged for collection of all auction payments from Bidders/Buyers.
 - The County shall not be charged for the processing of all title work, as applicable.
 - The County shall not be charged for reports/documentation ensuring all taxes from the auction are paid upon completion of a selling transaction within the requirements of Florida Law.
 - The County shall not be charged for the Vendor to verify all odometer readings on County vehicles according to the Bill of Sale Odometer Disclosure, as applicable.
 - The County shall not be charged for vehicles and equipment stored at the Vendor's auction site, as applicable.
 - The County shall not be charged for transportation of any asset.
 - The County shall not be charged for advertising and marketing.

End of Special Conditions

EXHIBIT B FEE SCHEDULE

No additional fees shall be made to the County or Bidder without the expressed written consent of the County.



Pricing Proposal

Royal Auction Group, Inc. is proud to present this pricing proposal to Lee County for consideration in their RFP for Auction Services, RFP220083ACN. This proposal is for **BOTH** live and on-line auctions.

Royal Auction Group, Inc. will provide Auction Services, including all the following services at **NO CHARGE** to Lee County.

- Selling any asset.
- Pick up of assets. (Live Auctions)
- Storage of assets until sold and picked up by buyer. (Live Auctions)
- Photos & professional descriptions of each assets listed.
- Collection of buyer payments.
- Title processing.
- Tax collection, documentation, and submittal.
- Marketing or advertising of any asset.
- Decal removal. (Live Auctions)
- Auction settlements within 7 days.
- Auction payouts by check or wire within 10 days.
- As Is/Where Is auctions.
- Back up bidders when applicable.

On-Line Services: Also, at **NO-CHARGE** and include Royal Auction Group, Inc. sending a representative to your location(s) to take pictures, write descriptions, lot items, sell items and the other services listed above that do not specify Live Auctions.

BUYER FEES:

Royal Auction Group, Inc. will charge the Buyer the following for their purchases through our auction:

On-Site buyer fee for all purchases	10%
On-Line buyer fee for all purchases	12%
Title fee (if purchasing item with a title)	\$165
Boat title fee	\$210
Credit card fee (if using CC to pay for purchase)	3%
Bank wire fee	\$15

Payments with no cost to the buyer: Checks, Cash

EXHIBIT C INSURANCE REQUIREMENTS



Lee County Insurance Requirements including Professional Liability

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease policy limit

- d. **Errors and Omissions** - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

\$1,000,000 combined single limit (CSL) of BI and PD

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*



Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. **The certificate holder shall read as follows:**

**Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902**
 - b. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an “Additional Insured” on the General Liability policy, including Products and Completed Operations coverage.***

Special Requirements:

1. An appropriate “Indemnification” clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

**EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT**




**VENDOR BACKGROUND
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 3/17/2022



Signature
George Frazier COO

Name/Title

STATE OF Florida
COUNTY OF Walton

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 17 day of March, 2022, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following as identification: _____.

[Stamp/seal required]



Signature, Notary Public

