

# **REQUEST FOR PROPOSAL**



## **COUNTY OF GLENN**

### **SCOPE OF SERVICES**

### **ONLINE AUCTIONEER SERVICES**

**RFP NO 1**

Proposal Submittal Deadline:  
3:00 PM Pacific Standard Time Willows CA  
Thursday, July 6, 2012

# County Of Glenn Online Auctioneer Services RFP

## 1. INTENT

The COUNTY OF GLENN, hereafter referred to as County, is soliciting proposals from qualified firms to conduct an online auction of County owned surplus equipment. This equipment includes road construction equipment, sedans, pick-up trucks, 8 passenger vans, tractors, lawn maintenance and other miscellaneous general construction equipment. This equipment is currently staged at the County's Fleet Service Center located at 453 East Co. Rd. 49 ½. The tentative date for the online auction is July 23, 2012. The minimum qualifications for auctioneer services and the scope of work are described on the following pages.

## 2. QUALIFICATIONS OF AUCTIONEERING FIRMS:

The successful bidder shall be required to submit such evidence of qualifications as deemed necessary. The County shall consider any evidence available to its financial, technical and other qualifications and abilities of the auctioneer. Auctioneers shall be required to show that they have had experience in work of the same nature, including work with other governmental agencies (Federal, State, County, City) and supply the County with a list of references, who may be contacted, concerning the results of similar work performed by the bidder. The County shall have the right for final decisions in regard to bidder qualifications.

## 3. SUBMITTAL REQUIREMENTS/FORMAT

Proposals should be provide a straight-forward and concise description of the bidder's ability to meet the requirements of this RFP. All Online Auctioneer Services to be performed shall be carried out by licensed, certified and experienced personnel. Qualified submittals shall include the following:

**Three (3) copies of the sealed proposal/qualifications must be delivered to:**

**COUNTY OF GLENN  
453 East County Rd. 49 ½  
Willows CA, 95988  
Attn: County Auction Manager**

The qualifications shall be delivered no later than **3:00 PM on Thursday, July 6, 2012**. Each response should be clearly marked on the outside of the submittal envelope with **"Sealed Proposal – AUCTIONEER SERVICES Solicitation No. 1, June 28, 2012"**

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Format: The proposal shall be on 8 ½ x 11 inch paper and organized in sections following the order specified under contents.

**Contents: Proposal shall contain the following information:**

- A letter of transmittal signed by an individual authorized to bind the proposing entity.
- A listing of California Clients (preferably County and City governments) where the bidder has completed auctioneer services similar in size and scope to this RFP. Bidders shall provide the names, address and phone number of clients.
- Describe the planned marketing strategies and procedures to be used to solicit potential buyers. Include total market area to be targeted as well as samples of flyers and advertisements to be used for this auction.
- Provide a conceptual plan of services believed appropriate for the auction services requested within. Indicate how the resources of your firm (e.g. number and type of personnel) will be allocated for this auction. Provide the name and qualifications of key personnel assigned to this auction.

**Exhibit "A" - Complete Summary Sheet.**

**Exhibit "B" - Complete the acknowledgement of compliance** for insurance requirements and attach a copy of a valid insurance certificate for the firm's general liability, automobile insurance, and proof of adequate worker's compensation coverage for employees.

**Exhibit "C" – List of Subcontractors** and the degree of work, if any, that is to be subcontracted.

**Exhibit "D" - Complete the Certificate of Qualifications.**

**Exhibit "E" - Complete Pricing and Delivery Schedule.**

#### **4. COUNTY POINT OF CONTACT**

Questions regarding this project are to be directed to:

Brooks vonBargen at (530)934-6544 or email: [bvonbargen@countyofglenn.net](mailto:bvonbargen@countyofglenn.net)

Questions must be received by: **3 p.m. Wednesday, June 27, 2012**

Answers to questions shall be posted on the County of Glenn website at

[http://www.countyofglenn.net/govt/project\\_service\\_bids/](http://www.countyofglenn.net/govt/project_service_bids/) no later than 3 p.m. Thursday, June 28, 2012.

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### **5. MINIMUM CRITERIA USED TO DETERMINE RESPONSIBILITY AND RESPONSIVENESS OF PROPOSALS**

- Does the Auctioneer demonstrate an understanding of the County's needs?
- Does the Auctioneer possess the ability, capacity, skill, and financial resources to provide the requested auction?
- Can the Auctioneer take upon itself the responsibilities set forth in the RFP and produce the required outcomes in this RFP?
- Has the Auctioneer performed satisfactorily in other auctions of similar size and scope; has it otherwise demonstrated its capacity to perform the service the County seeks to establish through this RFP?
- Does the Auctioneer have all necessary licenses, certification and permits to perform stated work?
- Does the Auctioneer's proposed marketing/advertising plan ensure maximum turn-out of potential customers?
- Is the proposed Auctioneer's Commission appropriate with the services provided?

### **6. SCOPE OF SERVICES**

Services shall include, but not be limited to, the following:

- The Auctioneer will consider the best interest of the County in conducting the sale.
- The Auctioneer shall design, place and bear all advertising expenses for the auction, except for any required legal advertising.
- The Auction will be open to the public and not restrictive in any manner.
- The Auctioneer will make every reasonable and prudent effort to maximize the value of the property being sold.
- The Auctioneer will provide a signed and approved typewritten or computer generated report showing the sales results. This report will be due and forwarded to the County with the final payment request.

The following minimum information will be provided:

- Brief description of equipment/material.

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- Asset number, property control number or serial number.
- Selling Price, Commission and Net Price
- Signature attesting to the accuracy of the report and a date of attest.
- The Auctioneer shall have full responsibility for collection of all money received from the sale; including the certification of payment of California State sales tax. Bad or dishonored checks or errors in computation of funds are at the auctioneer's risk.
- The Auctioneer will safeguard the County, from any and all claims of warranty and will defend and hold harmless the County from any actions arising out of removal or subsequent use of sold County property. **All items are to be sold AS IS and WHERE IS.** There are no warranties, expressed or implied including, but not limited to, warranty for fitness for a particular purpose or merchantability. Sales are to F.O.B. Place of Sale.
- Vendor will obtain all necessary licenses and permits as required by law.

Auctioneer will be responsible for pink slip transferal and will be required to personally complete and transport release of liability California Department of Motor Vehicles (DMV) forms to DMV for each sold transaction. Proof of release of liability must be provided to Auction Manager.

This Scope of Services may be modified through negotiation and/or by written addendum issued by the County and will be made a part of the Agreement.

### 7. TERMS

This agreement shall commence on the date of signing and shall terminate June 30, 2013. Thereafter, this agreement will continue in full force and effort for successive periods of one (1) year commencing on each July 1st, unless either party gives the other party written notice of non-renewal on or before July 1st of any year. This agreement may be extended no more than three times for a total of three years, after June 30, 2013.

### 8. INSURANCE REQUIREMENT

Auctioneer shall procure and maintain insurance for the duration of the contract against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

Types of Insurance Required: As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity

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provisions of the Agreement, the Auctioneer in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Auctioneer agrees to amend, supplement or endorse the policies to do so.

(a) General Liability: \$1,000,000.00 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard. Defense costs shall be paid in addition to the limits.

(b) Automobile Liability Insurance: \$1,000,000.00 combined single limit per accident for bodily injury and property damage including owned, hired and non-owned.

(c) Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the Labor Code of State of Georgia and Employers Liability of \$1,000, 000.00 per accident.

### **9. SAFETY MEASURES**

Auctioneer shall take all necessary precautions for the safety of employees on the auction site and shall erect and properly maintain at all times, as required on job conditions and progress of the work, all necessary safeguards for the protection of the workmen and public.

### **10. PRICING**

The percentage offered for auctioneering services shall be expressed as a commission percentage to be retained by the auctioneer for the public sale of certain COUNTY OF GLENN surplus property and will be rendered firm for the contract term. The selected auctioneer will be required to enter into a formal standard agreement with COUNTY OF GLENN (attached to this RFP as Exhibit E)

### **11. PAYMENT**

The Auctioneer will send the final sales report and a company check in an amount equal to total gross sales less commission not later than ten (10) working days after the sale is concluded.

Report and payment shall be sent to:  
Brooks vonBergen, Surplus Property Manager

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COUNTY OF GLENN  
P.O. Box 1070  
Willows CA, 95988

## **12. KNOWLEDGE OF CONDITIONS**

At the time of the opening of the proposals, each proposer will be presumed to have inspected the equipment and to have read or have been made thoroughly familiar with the specifications regarding auctioneering services. Further, the vendor has had the opportunity to ask questions regarding any aspect of auctioneering services that is related to this proposal. No consideration will be granted for any alleged misunderstanding of the services to be furnished, it should be understood that the submission of a proposal is an agreement with all the items and conditions referred to herein.

## **13. RIGHT OF REJECTION**

The COUNTY OF GLENN reserves the right to reject any and all bids, waive formalities, negotiate with the most responsible bidder, and select the proposal determined in their judgment to be most advantageous to COUNTY OF GLENN, taking into consideration the evaluation factors set forth in the Request for Proposal.

The County reserves the right to accept the proposal of an auctioneer other than that of the lowest bidder.

**EXHIBIT "A"**

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**COUNTY OF GLENN  
SUMMARY SHEET**

Firm Name:\_\_\_\_\_

Firm Parent or Ownership:\_\_\_\_\_

Firm Address:\_\_\_\_\_

\_\_\_\_\_

Firm Telephone Number:\_\_\_\_\_

Firm Fax Number:\_\_\_\_\_

Number of years in existence:\_\_\_\_\_

Management Contact (person responsible for direct contact with COUNTY OF GLENN and services required for this Request for Qualifications):

Name:\_\_\_\_\_ Title:\_\_\_\_\_

Telephone Number:\_\_\_\_\_ Fax:\_\_\_\_\_

Email:\_\_\_\_\_

Project Manager (Person responsible for day-to-day servicing of the account):

Name:\_\_\_\_\_ Title:\_\_\_\_\_

Telephone Number:\_\_\_\_\_ Fax:\_\_\_\_\_

Email:\_\_\_\_\_

Types of services provided by the firm:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**EXHIBIT "B"**

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**COUNTY OF GLENN**

**CONTRACTOR'S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE  
REQUIREMENTS FOR AUCTIONEER SERVICES REQUEST FOR PROPOSALS**

Auctioneer agrees, acknowledges and is fully aware of the insurance requirements as specified in **Insurance Requirements** of the Request for Proposals for Auctioneering Services, and accepts all conditions and requirements as contained therein.

Auctioneer: \_\_\_\_\_

Name (Please Print)

By: \_\_\_\_\_

Auctioneer's Signature

Date: \_\_\_\_\_

**This executed form must be submitted with proposal.**

**EXHIBIT "C"**

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**COUNTY OF GLENN  
CERTIFICATION OF QUALIFICATIONS**

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish Services to the County in accordance with the Request for Proposal (RFP), Dated June 1<sup>st</sup> , 2012, and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the County is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the County reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the County.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated June 1<sup>st</sup> 2012..
5. The proposal shall be valid for 12 months from June 1<sup>st</sup> , 2012 with a possibility of extending this contract no longer than 36 months,

Name of Firm:\_\_\_\_\_

By:\_\_\_\_\_

(Authorized Signature)

Type Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

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## EXHIBIT "D"

### LISTING OF SUBCONTRACTORS

<b>Example:</b> ABC Company, Inc.  123 Main Street  Town, CA 12345  Tel: (xxx)xxx-xxxx, Fax: (xxx)xxx-xxxx	<b>Services to be provided:</b> Accounting/auditing of sales

**EXHIBIT "E"**

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**PRICING AND DELIVERY SCHEDULE**

Proposal of: \_\_\_\_\_  
(Company Name)

To: COUNTY OF GLENN

Ref.: Auctioneer Services

Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the On-line Auctioneer Services as required per the aforementioned documents at the below quoted terms.

**Pricing Schedule**

**Sales Commission percentage:** \_\_\_\_\_

**Sales Commission Percentage Rate Increase**\_\_\_\_\_

The commission percentage rate increase will not exceed \_\_\_\_% for the twelve (12) month period.

Seller must justify any pricing rate increase and substantiate the extent any rising costs have increased the Seller's total operating costs prior to GCPPWA's acceptance of any pricing rate increase.

**Payment Terms**

Respondent may offer additional payment term options and discounts.

Respectfully submitted,

By: \_\_\_\_\_ Date:\_\_\_\_\_

(Authorized Signature)

**STANDARD COUNTY CONTRACT**

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AGREEMENT BETWEEN THE COUNTY OF GLENN AND This agreement is entered into between the County of Glenn ("County") and (2) \_\_\_\_\_ ("Contractor") for the purpose of (3)\_\_\_\_\_.

**RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall (4) \_\_\_\_\_

2. **RESPONSIBILITIES OF THE COUNTY**

County shall (5) \_\_\_\_\_.

3. **COMPENSATION**

Contractor shall be paid the sum of (6) \_\_\_\_\_ after satisfactorily completing the duties described in this agreement.

4. **BILLING AND PAYMENT**

Contractor shall submit to (7) \_\_\_\_\_ within 15 days after completion of the services described in paragraph 1, a statement of services rendered (8) \_\_\_\_\_.

5. **TERM OF AGREEMENT**

This agreement shall commence on the date of signing and shall terminate \_\_\_\_\_. Thereafter, this agreement will continue in full force and effort for successive periods of one (1) year commencing on each July 1st, unless either party gives the other party written notice of non-renewal on or before July 1st of any year. This agreement may be extended no more than three times for a total of three years, after \_\_\_\_\_.

6. **TERMINATION OF AGREEMENT**

If Contractor fails to perform its duties to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner its obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement effective immediately upon County giving written notice thereof to Contractor. Either party may terminate this agreement on 30 days written notice.

County shall pay Contractor for all work satisfactorily completed as of the date of notice. County may terminate this contract immediately upon oral notice should funding cease or be materially decreased.

Should this contract be terminated, Contractor shall provide County all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this contract.

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### 7. ENTIRE AGREEMENT; MODIFICATION

This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.

### 8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of County.

### 9. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement, provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. In performing the services described in this Agreement, Contractor will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services in the same geographic area.

The sole interest of County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal Government that would be withheld from compensation if Contractor were a County employee. County shall not be liable for contractor's failure to make payments to any Subcontractor, material supplier, or vendor. Contractor agrees to indemnify the County with regard to any claim or lien filed against the County based upon nonpayment by the Contractor. Contractor shall not be eligible for coverage under County's Workers' Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

### 10. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the County, its elected officials, directors, officers, employees and volunteers against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any person's bodily injury, including death or property being damaged by the negligence of Contractor or any person employed by Contractor or in any capacity during the progress of the work. Contractor shall also indemnify County of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding.

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### 11. LIMITATION OF LIABILITY

Contractor's aggregate liability for any and all claims arising out of this Agreement, or out of any goods or services furnished hereunder, whether based on contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability shall be limited to the value of the insurance coverage required in Article 13 of this Agreement. The stated coverage amounts shall be a maximum liability amount.

### 12. INSURANCE REQUIREMENTS.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees, and subcontractors. At the very least, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

The agency responsible for administering a contract is also responsible for enforcing insurance requirements described below. This includes securing certificates of insurance before work under the contract is begun. Contractor shall furnish to the County certificates of insurance. All certificates of insurance to be received and approved by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract. Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, and reduces in coverage or policy limits the insurance coverage described herein.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the contractor shall reduce or eliminate such deductibles or self-insured retentions, as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Insurance is to be placed with insurers who are licensed to sell insurance and who possess a Best rating of A or higher.

**Exception:** Workers' Compensation coverage issued by the State Compensation Insurance Fund (SCIF) shall be acceptable.

### 13. INSURANCE

A. General liability: At least \$1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The contractor or contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

B. Automobile Liability: At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per

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accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this contract, and coverage shall be provided for "any auto", code 1 as listed on the Acord form "Certificate of Insurance."

C. Workers' Compensation and Employer's Liability: Workers' Compensation insurance up to statutory limits and Employer Liability insurance with policy limits of at least \$1,000,000 for bodily injury or disease.

D. Professional Liability insurance: Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 on a claims-made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

Such insurance shall include Glenn County, its elected officials, officers, and employees as an additional insured, and shall not be reduced or canceled without 30 days written prior notice delivered to County. Contractor shall provide County with a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company," or similar language. Contractor's insurance must act as primary coverage, not excess or contributing coverage. If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation Insurance to cover Contractor and Contractor's employees and partners.

### 14. FORCE MAJEURE.

Contractor will not be responsible for any delay or failure of performance caused by fire or other casualty, labor dispute, government or military action, transportation delay, inclement weather, act of god, act or omission of county or their other contractors, failure of any government authority to timely review or to approve the services or to grant permits or approvals, or any other cause beyond Contractor's reasonable control.

### 15. NON-DISCRIMINATION

Contractor will not discriminate in employment practices or in the delivery of services on the basis of race, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or disability.

### 16. NOTICES.

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to County:                      Glenn County Planning & Public Works Agency  
   P.O. Box 1070  
   Willows, CA 95988

If to Contractor:



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Notice shall be deemed to be effective two days after mailing.

17. APPLICATION OF LAW

This Contract shall be governed in accordance with all the laws of the State of California.

18. DOCUMENT RETENTION.

Contractor and County agree to retain all documents relevant to this Contract for five (5) years from the termination of the contract or until all Federal/State audits are complete, whichever is later. Upon request, consultant shall make available these records to County or Federal/State government representatives.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

DATED: \_\_\_\_\_

CONTRACTOR

COUNTY OF GLENN

\_\_\_\_\_  
Availability

\_\_\_\_\_  
John Linhart, Director  
Approved as to Content and Fund

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:

\_\_\_\_\_  
HUSTON T. CARLYLE, JR., County Counsel  
Glenn County, California